



Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399 Phone: (909) 797-5117

Notice and Agenda of a Regular Meeting of the Board of Directors

Tuesday, September 3, 2019 at 6:00 p.m.

- I. **CALL TO ORDER** - Pledge of Allegiance
- II. **ROLL CALL**
- III. **PUBLIC COMMENTS** - At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the board meeting.
- IV. **CONSENT CALENDAR** - All consent calendar matters are routine and will be acted upon in one motion. There will be no discussion of these items unless board members, administrative staff, or members of the public request specific items to be discussed and/or removed prior to the vote for approval.
 - A. Minutes of Meetings
 - 1. Regular Board Meeting - August 20, 2019
 - 2. Board Workshop - August 27, 2019
- V. **STAFF REPORT**
- VI. **DISCUSSION ITEMS**
 - A. Purchase of Additional Software Components for the Caselle Financial Package [[Director Memorandum No. 19-089 - Page 31 of 181](#)]
RECOMMENDED ACTION: That the Board ratify the purchase of the purchase order application for a sum not to exceed \$3,075.
 - B. Request for Proposal for Public Relations Support Services for the Recycled Water Program [[Director Memorandum No. 19-090 - Page 35 of 181](#)]
RECOMMENDED ACTION: That the Board authorize the release of the Request for Proposals for public relations support services for the recycled water program.
 - C. Request for Proposal for Public Relations Support Services for the San Timoteo Creek Habitat Monitoring Program and the San Timoteo GSA [[Director Memorandum No. 19-091 - Page 53 of 181](#)]
RECOMMENDED ACTION: That the Board authorize the release of the Request for Proposals for public relations support services for the San Timoteo creek habitat monitoring program and the San Timoteo GSA.

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

- D. Re-Approval of the Brineline Easement - Canal Parcel License Agreement with the City of Riverside [\[Director Memorandum No. 19-092 - Page 71 of 181\]](#)
RECOMMENDED ACTION: That the Board authorize the General Manager to execute the Canal Parcel License Agreement with the City of Riverside.
- E. Consideration of Purchasing 1,000 Acre Feet of Imported Water from the San Bernardino Valley Municipal Water District for Groundwater Recharge of the Bunker Hill Groundwater Basin for Calendar Year 2020 [\[Director Memorandum No. 19-093 - Page 89 of 181\]](#)
RECOMMENDED ACTION: That the Board authorize the purchase of 1,000 acre-feet from the San Bernardino Valley Municipal Water District for a sum not to exceed \$118,400.
- F. Consideration of Resolution No. 2019-17 Updating the Calculation for Facility Capacity Charges Necessary to Secure Supplemental Water Resources for New Development within the Boundary of the San Gorgonio Pass Water Agency and the City of Calimesa [\[Director Memorandum No. 19-094 - Page 92 of 181\]](#)
RECOMMENDED ACTION: That the Board approve Resolution No. 2019-17.
- G. Consideration of Purchasing 250 Acre Feet of Imported Water from the San Gorgonio Pass Water Agency for Direct Delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2020 [\[Director Memorandum No. 19-095 - Page 102 of 181\]](#)
RECOMMENDED ACTION: That the Board authorize the purchase of 250 acre-feet of imported water from the San Gorgonio Pass Water Agency for a sum not to exceed \$99,750.
- H. Purchase of Replacement Lamps for the Ultraviolet Disinfection Process at the Wochholz Regional Water Recycling Facility [\[Director Memorandum No. 19-096 - Page 107 of 181\]](#)
RECOMMENDED ACTION: That the Board authorizes the purchase of 336 ultraviolet lamps for a sum not to exceed \$133,954.80 from Trojan Technologies.
- I. Consideration of Amendment No. 2 to Recharge Testing to Evaluate the Long-Term Infiltration Rates in the Western Portion of the Beaumont Basin - Calimesa Lake and Spreading Basin [\[Director Memorandum No. 19-097 - Page 109 of 181\]](#)
RECOMMENDED ACTION: That the Board authorize the General Manager to execute a contract for Amendment No. 2 with Geoscience for a sum not to exceed \$456,064.
- J. Consideration of Replacing the Influent Basket Strainers at the Yucaipa Valley Regional Water Filtration Facility [\[Director Memorandum No. 19-098 - Page 132 of 181\]](#)
RECOMMENDED ACTION: That the Board authorize the General Manager to purchase three Forsta Filters and contract with Pascal & Ludwig for the installation for a sum not to exceed \$338,100.
- K. Participation in an Energy Demand Response Program with Enersponse [\[Director Memorandum No. 19-099 - Page 142 of 181\]](#)
RECOMMENDED ACTION: That the Board Authorizes the General Manager to Execute Participation Agreement in an Energy Demand Response Program with Enersponse.
- L. Acceptance of Overlying Water Rights in the Beaumont Basin for Tract No. 32702-4 (145 lots) Pursuant to Beaumont Basin Watermaster Resolution No. 2017-02 [\[Director Memorandum No. 19-100 - Page 146 of 181\]](#)
RECOMMENDED ACTION: That the Board authorize the purchase of 1,000 acre-feet from the San Bernardino Valley Municipal Water District for a sum not to exceed \$118,400.

- M. Overview of a Proposed Development Agreement No. 2019-12 with Richmond American Homes for Tract No. 32702-4 within the Summerwind Trails Development - Calimesa [[Director Memorandum No. 19-101 - Page 148 of 181](#)]
RECOMMENDED ACTION: That the Board Authorizes the President to execute Agreement No. 2019-12.
- N. Approval of Amendments to Development Agreements for Lennar Homes (Agreement No. 18-10), DR Horton (Agreement No. 18-11), and Meritage Homes (Agreement No. 18-17) in the Summerwind Trails Development [[Director Memorandum No. 19-102 - Page 165 of 181](#)]
RECOMMENDED ACTION: That the Board approve Amendment No. 1 to Development Agreement Nos. 18-10, 18-11, and 18-17.

VII. BOARD REPORTS & DIRECTOR COMMENTS

VIII. ANNOUNCEMENTS

- A. September 4, 2019 at 4:00 p.m. - Site Tour of the Webster Ranch Property
- B. September 10, 2019 at 4:00 p.m. - Board Workshop
- C. September 17, 2019 at 6:00 p.m. - Board Meeting
- D. September 24, 2019 at 4:00 p.m. - Board Workshop
- E. September 25, 2019 at 1:30pm. Collaborative Workshop between the San Bernardino Valley Municipal Water District, San Geronio Pass Water Agency and Yucaipa Valley Water District. To be held at 380 E. Vanderbilt Way, San Bernardino, California.
- F. October 1, 2019 at 6:00 p.m. - Board Meeting
- G. October 8, 2019 at 4:00 p.m. - Board Workshop
- H. October 15, 2019 at 6:00 p.m. - Board Meeting
- I. October 29, 2019 at 4:00 p.m. - Board Workshop
- J. November 5, 2019 at 6:00 p.m. - Board Meeting
- K. November 12, 2019 at 4:00 p.m. - Board Workshop
- L. November 19, 2019 at 6:00 p.m. - Board Meeting
- M. November 26, 2019 at 4:00 p.m. - Board Workshop
- N. December 3, 2019 at 6:00 p.m. - Board Meeting
- O. December 10, 2019 at 4:00 p.m. - Board Workshop
- P. December 17, 2019 at 6:00 p.m. - Board Meeting
- Q. **December 31, 2019 at 4:00 p.m. - Board Workshop - Cancelled**
- R. **January 7, 2020 at 6:00 p.m. - Board Meeting - Cancelled**
- S. January 14, 2020 at 4:00 p.m. - Board Workshop
- T. January 21, 2020 at 6:00 p.m. - Board Meeting
- U. January 28, 2020 at 4:00 p.m. - Board Workshop

IX. Closed Session

- A. Conference with Real Property Negotiator(s) - Government Code 54956.8
Property: Assessor's Parcel Number: 473-070-019
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Vinh Nguyen
Under Negotiation: Terms of Payment and Price
- B. Conference with Real Property Negotiator(s) - Government Code 54956.8
Property: Assessor's Parcel Number: 473-070-020
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Hector Erami and Alexandra Rodriguez
Under Negotiation: Terms of Payment and Price
- C. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9) - One Case

X. ADJOURNMENT

Consent Calendar



Yucaipa Valley Water District

MINUTES OF A REGULAR BOARD MEETING

August 20, 2019 at 6:00 P.M.

Directors Present:

Chris Mann, President
Bruce Granlund, Vice President
Jay Bogh, Director
Joyce McIntire, Director

Staff Present:

Jennifer Ares, Water Resource Manager
Madeline Blua, Water Resource Specialist
Allison Edmisten, Chief Financial Officer
Ashley Gibson, Regulatory Compliance Manager
Kathryn Hallberg, Implementation Manager
Mike Kostelecky, Operations Manager
Joseph Zoba, General Manager

Directors Absent:

Lonni Granlund, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Leonard Stephenson, San Geronio Pass Water Agency

CALL TO ORDER

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Chris Mann at 6:00 p.m. at the Administrative Office Building, 12770 Second Street, Yucaipa, California.

FLAG SALUTE

Director Chris Mann led the pledge of allegiance.

ROLL CALL

The roll was called with Director Jay Bogh, Director Bruce Granlund, Director Chris Mann, and Director Joyce McIntire present.

Director Lonni Granlund was absent.

PUBLIC COMMENTS

Leonard Stephenson commented on the data and information included in the "Facts about the Yucaipa Valley Water District" attached to back of the board meeting packet.

CONSENT CALENDAR

Director Jay Bogh moved to approve the consent calendar and Director Bruce Granlund seconded the motion.

- A. Minutes of Meetings
 - 1. Regular Board Meeting - August 6, 2019
 - 2. Board Workshop - August 13, 2019
- B. Payment of Bills
 - 1. Approve/Ratify Invoices for Board Awarded Contracts

2. Ratify General Expenses for July 2019

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

STAFF REPORT

General Manager Joseph Zoba discussed the following items:

- The Green Valley Foundation discussed a possible pilot project for vineyards at the Webster Ranch. A site tour has been scheduled for September 4, 2019 at 4:00 pm to review the proposed pilot project.
- The California Energy Commission will be requiring the use of new sprinkler spray bodies for water and energy conservation.
- The City of Yucaipa will be discussing the use of SCIP financing for the payment of development related fees at the city council meeting on Monday, August 26, 2019.
- The Yucaipa Valley Water District will be participating in a joint board workshop with the San Bernardino Valley Municipal Water District and the San Geronimo Pass Water Agency on Wednesday, September 25, 2019 at 1:30 pm.
- Information was distributed from the American Medical Association about a recent article about fluoride exposure during pregnancy.

DISCUSSION ITEMS:

DM 19-075

RECEIPT AND ACKNOWLEDGEMENT OF THE AUDITOR'S COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

Chief Financial Officer Allison Edmisten presented the *Auditor's Communication with Those Charged with Governance*.

Director Jay Bogh moved that the Board receive the annual planning letter from Vavrinek, Trine, Day & Co., LLP. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-076

DISCUSSION
REGARDING A
PROPOSAL TO
INSTALL
GROUNDWATER
MONITORING WELLS
IN THE SAN TIMOTEO
MANAGEMENT ZONE

Water Resource Manager Jennifer Ares presented information about the design of groundwater wells in the San Timoteo Management Zone.

Director Jay Bogh moved that the Board authorize the General Manager to execute a contract with Geoscience for a sum not to exceed \$24,556. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-077

CONSIDERATION OF
PROPOSED
IMPROVEMENTS TO
THE LABORATORY AT
THE WOCHHOLZ
REGIONAL WATER
RECYCLING FACILITY

Regulatory Compliance Manager Ashely Gibson presented information about the proposed improvements to the laboratory at the Wochholz Regional Water Recycling Facility.

Director Bruce Granlund moved that the Board authorize the General Manager to execute the proposal with LCS for a sum not to exceed \$89,793. Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-078

CONSIDERATION OF
RESOLUTION NO. 2019-
16 DECLARING A
STAGE 1 WATER
SUPPLY CONDITION
FOR YUCAIPA VALLEY
WATER DISTRICT'S
SERVICE AREA

Water Resource Manager Jennifer Ares presented Resolution No. 2019-16 setting a Stage 1 water conservation declaration for the Yucaipa Valley Water District.

Director Jay Bogh moved that the Board adopt Resolution No. 2019-16. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-079

REVIEW OF PUBLIC
DISCLOSURE REPORT
PURSUANT TO
GOVERNMENT CODE
SECTION 53065.5 FOR
FISCAL YEAR ENDING
JUNE 30, 2019

Chief Financial Officer Allison Edmisten presented the public disclosure report for fiscal year ending June 30, 2019.

Director Jay Bogh moved that the Board receive and file the Public Disclosure Report for Fiscal Year 2018-19. Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-080

CONSIDERATION OF
PURCHASING
REPLACEMENT
MICROFILTRATION
MEMBRANE MODULES
FOR THE YUCAIPA
VALLEY REGIONAL
WATER FILTRATION
FACILITY AND THE
WOCHHOLZ REGIONAL
WATER RECYCLING
FACILITY

General Manager Joseph Zoba presented a revised proposal from Pall Corporation for the purchase of microfiltration membranes at the Yucaipa Valley Regional Water Filtration Facility and the Wochholz Regional Water Recycling Facility. The revised proposal reduced the membrane module cost from \$1,300 per module to \$1,250 per module, reducing the overall cost by approximately \$52,000.

Director Bruce Granlund moved that the Board authorize the General Manager to purchase 1,056 Pall microfiltration membrane modules for a sum not to exceed \$1,470,950. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-081

CONSIDERATION OF
REHABILITATING THE
PRIMARY CLARIFIER
EQUIPMENT AND
BASINS AT THE
WOCHHOLZ REGIONAL
WATER RECYCLING
FACILITY

Operations Manager Charles Thomas presented information about the rehabilitation of the primary clarifiers.

Director Bruce Granlund moved that the Board authorize the General Manager to award a contract to Track Tech for a sum not to exceed \$327,800. Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-082

CONSIDERATION OF
USING AERIAL
IMAGERY TO
EVALUATE WATER
GOALS WITHIN THE
YUCAIPA VALLEY
WATER DISTRICT

Water Resource Specialist Madeline Blua presented information about the use of aerial imagery to evaluate water demands. This program is part of the collaboration between the Department of Water Resources and Eagle Aerial.

Director Jay Bogh moved that the Board authorize the General Manager to enter into a contract for the use of WaterView from Eagle Aerial. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-083

CONSIDERATION OF A
PROPOSED
CONTRACT WITH THE
INLAND EMPIRE
RESOURCE
CONSERVATION
DISTRICT FOR
EDUCATIONAL
SERVICES

Water Resource Specialist Madeline Blua presented information about the service contract with the Inland Empire Resource Conservation District for assistance with educational programs.

Director Bruce Granlund moved that the Board authorize the General Manager to allocate \$5,540 to the Inland Empire Resource Conservation District for water conservation classroom programs. Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-084

CONSIDERATION OF
DEVELOPMENT
AGREEMENT NO. 2019-
08 TO PROVIDE
DRINKING WATER AND
SEWER SERVICE TO
TRACT NO. 20234
LOCATED AT THE
SOUTHWEST CORNER
OF BRYANT STREET
AND FIR AVENUE IN
THE CITY OF YUCAIPA

Implementation Manager Kathryn Hallberg presented Development Agreement No. 2019-08.

Director Joyce McIntire moved that the Board authorize the President to execute Development Agreement No 2019-08. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-085

OVERVIEW OF
DEVELOPMENT
AGREEMENT NO. 2019-
09 TO PROVIDE
DRINKING WATER AND
SEWER SERVICE TO
APN 0318-031-50
LOCATED ON THE
EAST SIDE OF 10TH
STREET, SOUTH OF
YUCAIPA BOULEVARD
IN THE CITY OF
YUCAIPA

Implementation Manager Kathryn Hallberg presented
Development Agreement No. 2019-09.

Director Joyce McIntire moved that the Board authorize the
President to execute Development Agreement No 2019-09.
Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-086

OVERVIEW OF
DEVELOPMENT
AGREEMENT NO. 2019-
10 TO PROVIDE
DRINKING WATER AND
SEWER SERVICE TO
TRACT MAP NO. 19901
LOCATED NORTH OF
AVENUE E BETWEEN
DOUGLAS STREET
AND FREMONT
STREET IN THE CITY
OF YUCAIPA

Implementation Manager Kathryn Hallberg presented
Development Agreement No. 2019-10.

Director Bruce Granlund moved that the Board authorize the
President to execute Development Agreement No 2019-10.
Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-087

CONSIDERATION OF
PURCHASING 6,000
ACRE FEET OF
IMPORTED WATER
FROM THE SAN
BERNARDINO VALLEY
MUNICIPAL WATER
DISTRICT FOR DIRECT
DELIVERY TO THE
YUCAIPA VALLEY
REGIONAL WATER
FILTRATION FACILITY
FOR CALENDAR YEAR
2020

General Manager Joseph Zoba presented the request to
purchase 6,000 acre feet of imported water from the San
Bernardino Valley Municipal Water District for Calendar Year
2020.

Director Jay Bogh moved that the Board authorize the purchase
of 6,000 acre-feet from the San Bernardino Valley Municipal
Water District for a sum not to exceed \$754,800. Director Bruce
Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

DM 19-088

General Manager Joseph Zoba Resolution No. 2019-18.

ADOPTION OF
RESOLUTION NO. 2019-
18 PLEDGING
REVENUES AND
FUNDS FOR THE
PAYMENT OF LOAN
FINANCINGS WITH THE
STATE WATER
RESOURCES
CONTROL BOARD

Director Jay Bogh moved that the Board adopt Resolution No. 2019-18. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Bruce Granlund - Yes
Director Lonni Granlund - Absent
Director Chris Mann - Yes
Director Joyce McIntire - Yes

BOARD REPORTS AND
DIRECTOR COMMENTS

Director Joyce McIntire reported on the San Geronio Pass Water Agency Engineering Workshop held on August 12, 2019.

Director Joyce McIntire and Director Bruce Granlund reported on the Association of San Bernardino County Special District meeting.

ANNOUNCEMENTS

Director Chris Mann called attention to the announcements listed on the agenda.

CLOSED SESSION

The closed session was not conducted at this meeting.

ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

August 27, 2019 at 4:00 P.M.

Directors Present:

Chris Mann, President
Bruce Granlund, Vice President
Lonni Granlund, Director
Joyce McIntire, Director

Staff Present:

Jennifer Ares, Water Resource Manager
Madeline Blua, Water Resource Specialist
Allison Edmisten, Chief Financial Officer
Chelsie Fogus, Engineering Technician I
Ashley Gibson, Regulatory Compliance Manager
Kathryn Hallberg, Implementation Manager
Dustin Hochreiter, Senior Engineering Technician
Mike Kostelecky, Operations Manager
Tim Mackamul, Operations Manager
Mike Rivera, Public Works Supervisor
Charles Thomas, Operations Manager
John Wrobel, Public Works Manager
Joseph Zoba, General Manager

Directors Absent:

Jay Bogh, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Guests and Others Present:

Linda Shelton
Claire Teeters
Bonnie Johnson, City of Calimesa
Paul Kielhold, San Bernardino Valley Municipal Water District
Leonard Stephenson, San Gorgonio Pass Water Agency
Mike Turner, Argent Management

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- I. Call to Order - 4:00 p.m. - The workshop of the Board of Directors of the Yucaipa Valley Water District was called to order by Chris Mann at 4:00 p.m. at the Administrative Office Building, 12770 Second Street, Yucaipa, California.
 - II. Public Comments - Leonard Stephenson commented on the units used for the data associated with the "Facts about the Yucaipa Valley Water District" attached to back of the workshop packet.
 - III. Staff Report - A staff report was not provided at this workshop.
 - IV. Presentation
 - A. Discussion regarding Implementation of Caselle, Elements, XPress Bill Pay and Nat Pay [Workshop Memorandum No. 19-171] - Allison Edmisten provided an overview of the new computer software programs used by the District staff to improve efficiency and access to integrated information.
 - B. Overview of the Water Recharge Activities at Wilson Creek Spreading Basin and the Oak Glen Creek Spreading Basin [Workshop Memorandum No. 19-172] - Operation Manager Mike Kostelecky reported on the artificial recharge at the Wilson Creek Spreading Basins and the Oak Glen Creek Spreading Basins.

- V. Operational Updates
 - A. Status Report of the Tracer Testing at the Wilson Creek Spreading Basins in Preparation of Recycled Water Recharge [Workshop Memorandum No. 19-173] - Water Resource Manager Jennifer Ares provided information about the proposed tracer study to be conducted at the Wilson Creek Spreading Basins.
- VI. Capital Improvement Projects
 - A. Status Report on the Water Mainline Replacement on Oak View Road, Yucaipa [Workshop Memorandum No. 19-174] - Public Works Manager John Wrobel reported on the mainline replacement project on Oak View Road.
 - B. Consideration of Purchasing and Installing Replacement Influent Basket Strainers at the Yucaipa Valley Regional Water Filtration Facility [Workshop Memorandum No. 19-175] - Operations Manager Mike Kostecky reported on the need for replacing the basket strainers at the Yucaipa Valley Regional Water Filtration Facility.
 - C. Purchase of Replacement Lamps for the Ultraviolet Disinfection Process at the Wochholz Regional Water Recycling Facility [Workshop Memorandum No. 19-176] - Operations Manager Charles Thomas reported on the need for purchasing additional ultraviolet bulbs for the Wochholz Regional Water Recycling Facility.
- VII. Public Policy
 - A. Overview of the Proposed Septic Tank Elimination Program to Facilitate the Connection of Existing Homes and Businesses to the Sewer Collection and Sewer Treatment Infrastructure [Workshop Memorandum No. 19-177 - Page 29 of 249] - This item was continued to a future board workshop.
 - B. Consideration of Using the Statewide Community Infrastructure Program for the Payment of Drinking Water, Recycled Water and Sewer Facility Capacity Charges [Workshop Memorandum No. 19-178] - General Manager Joseph Zoba provided information about this workshop item. Director Bruce Granlund reported on the council meeting at the City of Yucaipa on August 26, 2019. There was a general consensus to wait until more information is available about a specific development project where SCIP financing would be considered.
- VIII. Development Related
 - A. Overview of a Proposed Development Agreement with Richmond American Homes for Tract No. 32702-4 within the Summerwind Development - Calimesa [Workshop Memorandum No. 19-179] - Senior Engineering Technician Dustin Hochreiter provided an overview of the development agreement for Tract No. 32702-4.
- IX. Administrative Issues
 - A. Review of Resolution No. 2019-xx Updating the Calculation for Facility Capacity Charges Necessary to Secure Supplemental Water Resources for New Development within the Boundary of the San Geronio Pass Water Agency and the City of Calimesa [Workshop Memorandum No. 19-180] - General Manager Joseph Zoba reported on the proposed resolution adjusting the fees to secure supplemental water supplies in Calimesa.
 - B. Overview of a Groundwater Recharge Facilities Agreement with the San Bernardino County Flood Control District for the Wilson Creek Spreading Basins [Workshop Memorandum No. 19-181] - General Manager Joseph Zoba provided

a sample agreement for the recharge of recycled water at the Wilson Creek Spreading Basins.

- C. Review of Additional Scientific Studies Related to the Geotechnical Investigation of the Calimesa Lake and Recharge Facility [Workshop Memorandum No. 19-182] - General Manager Joseph Zoba provided information about the next phases of investigation at the Calimesa Spreading Basins.
- D. Request for Proposal for Public Relations Support Services for the Recycled Water Program [Workshop Memorandum No. 19-183] - Implementation Manager Kathryn Hallberg presented the proposal for public relations support for the recycled water program.
- E. Overview of the Draft Memorandum of Agreement for the San Timoteo Groundwater Sustainability Agency [Workshop Memorandum No. 19-184] - General Manager Joseph Zoba provided an overview of the proposed Memorandum of Agreement.
- F. Request for Proposal for Public Relations Support Services for the San Timoteo Creek Habitat Monitoring Program and the San Timoteo GSA [Workshop Memorandum No. 19-185] - Implementation Manager Kathryn Hallberg presented the proposal for public relations support for the San Timoteo Creek Habitat Monitoring Program and the San Timoteo GSA.
- G. Acceptance of Overlying Water Rights in the Beaumont Basin for Tract No. 32702-4 (145 lots) Pursuant to Beaumont Basin Watermaster Resolution No. 2017-02 [Workshop Memorandum No. 19-186] - General Manager Joseph Zoba provided information about the transfer of overlying water rights from Oak Valley Partners.
- H. Overview of the Draft Financial Rate Model for the Drinking Water, Sewer, and Recycled Water Enterprises [Workshop Memorandum No. 19-187] - General Manager Joseph Zoba provided an overview of the Comprehensive Rate Study.
- I. Proposed Participation in an Energy Demand Response Program with Enersponse [Workshop Memorandum No. 19-188] - Implementation Manager Kathryn Hallberg presented information about the energy demand response program.
- J. Discussion Regarding the Recharge of Imported Water in the Bunker Hill Groundwater Basin by the San Bernardino Valley Municipal Water District for Future Delivery to the Yucaipa Valley Regional Water Filtration Facility [Workshop Memorandum No. 19-189] - General Manager Joseph Zoba provided an overview of the need to recharge water in the Bunker Hill Basin.
- K. Consideration to Participate in the Summerwind 5k on November 9, 2019 [Workshop Memorandum No. 19-190] - General Manager Joseph Zoba discussed the Summerwind 5K. There was a consensus by the board members that the District should participate in the event.
- X. Director Comments
 - A. None
- XI. Announcements - The future meetings were referenced on the workshop agenda.
- XII. Closed Session

Director Bruce Granlund, Director Lonni Granlund, Director Chris Mann, and Director Joyce McIntire were present in closed session with Legal Counsel David Wysocki, General Manager Joseph Zoba, and Chief Financial Officer Allison Edmisten to discuss the following items.

A. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9) - Two Cases

After reconvening out of closed session, Legal Counsel David Wysocki reported that direction was provided to the General Manager and that there were no other reportable actions taken.

XIII. Adjournment - The meeting was adjourned at 6:05 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

Staff Report



Yucaipa Valley Water District



Media Release

State Water Board Updates Guidelines for Testing and Reporting PFOA and PFOS As It Assesses Scope of Problem *Process Begun for Establishing Regulatory Standards*

FOR IMMEDIATE RELEASE
August 23, 2019

Contact: Blair Robertson
blair.robertson@waterboards.ca.gov

SACRAMENTO – The State Water Resources Control Board today announced updated guidelines for local water agencies to follow in detecting and reporting the presence of perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) in drinking water. The Board also announced it has begun the process of establishing regulatory standards for these chemicals.

The updated guidelines are part of the Board's comprehensive effort to assess the scope of contamination of drinking water supplies by PFOA and PFOS, chemicals that have been widely used in grease and stain-resistant coatings for consumer products and in firefighting foams. Because of their potential adverse health effects, these chemicals pose an emerging risk to drinking water sources nationwide.

The updated state guidelines lower the current notification levels from 14 parts per trillion (ppt) to 5.1 ppt for PFOA and from 13 ppt to 6.5 ppt for PFOS. The guidelines are based on updated health recommendations by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA).

Notification levels are a nonregulatory, precautionary health-based measure for concentrations in drinking water that warrant notification and further monitoring and assessment. Public water systems are encouraged to test their water for contaminants with notification levels, and in some circumstance may be ordered to test. If the systems do test, they are required to report exceedances to their governing boards and the State Water Board and are urged to report this information to customers.

In addition to the updated notification levels, the State Water Board announced today it has requested that OEHHA develop public health goals (PHGs) for both PFOA and PFOS, the next step in the process of establishing regulatory standards, known as maximum contaminant levels (MCLs), in drinking water. Other chemicals in the broader group of per- and polyfluoroalkyl substances (PFAS) may be considered later, either individually or grouped, as data permits.



The State Water Board is currently conducting a statewide assessment to determine the scope of contamination by PFAS, including PFOA and PFOS, in water systems and groundwater. In the first phase, public water systems were ordered earlier this year to sample about 600 drinking water supply wells located near airports and landfills, where contamination is more likely, and near locations where PFAS was previously found. These chemicals have been used in fire-fighting foams at airports for fire training and response and have also been used in many consumer products that end up in landfills.

Following this initial phase, the assessment will likely focus on sampling water sources near industrial sites and at wastewater treatment facilities. Data collected from the assessment will be made publicly available on the State Water Board's website and used to inform future actions.

While the State Water Board continues to assess the scope of contamination based on initial data reporting from the statewide assessment, the response levels for PFOA and PFOS remain at 70 parts per trillion for the total combined concentration of both contaminants, consistent with the U.S. Environmental Protection Agency's health advisory level. The response levels will be updated in the fall.

Response levels are nonregulatory, precautionary health-based measures that are set higher than notification levels and represent a recommended level that water systems consider taking a water source out of service or provide treatment if that option is available to them.

[AB 756, signed by Governor Newsom on July 31](#), authorizes the State Water Board to more broadly order water systems to monitor for PFAS and report their detections. Additionally, drinking water sources with PFAS levels that exceed the response level are either to be taken out of service or the water system must provide public notice of the exceedance level. The law takes effect January 1, 2020.

Exposure to PFOA and PFOS can cause adverse health effects, including harmful effects to a developing fetus or infant, immune system and liver effects, and cancer. While consumer products are a large source of exposure to these chemicals for most people, drinking water has become an increasing concern due to the persistence and tendency of these chemicals to accumulate in groundwater.

For more information about PFOA and PFOS, the updated guidelines, and the work the State Water Board's Division of Drinking Water is doing to assess the presence of these contaminants in drinking water, [please visit our resources page on these contaminants](#).

###

Water costs are rising across the U.S. — here's why

BY RACHEL LAYNE - AUGUST 27, 2019 / 3:10 PM / MONEYWATCH



- Americans this year will pay an average of \$104 per month in water and wastewater bills, up more than 30% in less than a decade.
- Water and sewer bills, which are rising faster than inflation, increased for an eighth consecutive year in a study of the country's 50 largest metropolitan regions.
- Cities across the country are grappling with aging systems, fewer resources and extreme weather.

Each glass of water, shower or flush costs far more than it did just eight years ago — and your water bill is likely to go up again in 2019.

The average water and sewer bill in 50 cities jumped 3.6% this year, marking the eighth consecutive year of increases, according to a recent annual study from Bluefield Research. Since 2012, water bills have surged 31%, outpacing inflation.

This year, the typical household will pay \$104 per month for water and wastewater services, the Boston-based company said. That's a faster pace than increases in prices for most groceries or gasoline, based on recent data from the Bureau of Labor Statistics.

So why are Americans drowning in higher water and sewer bills?

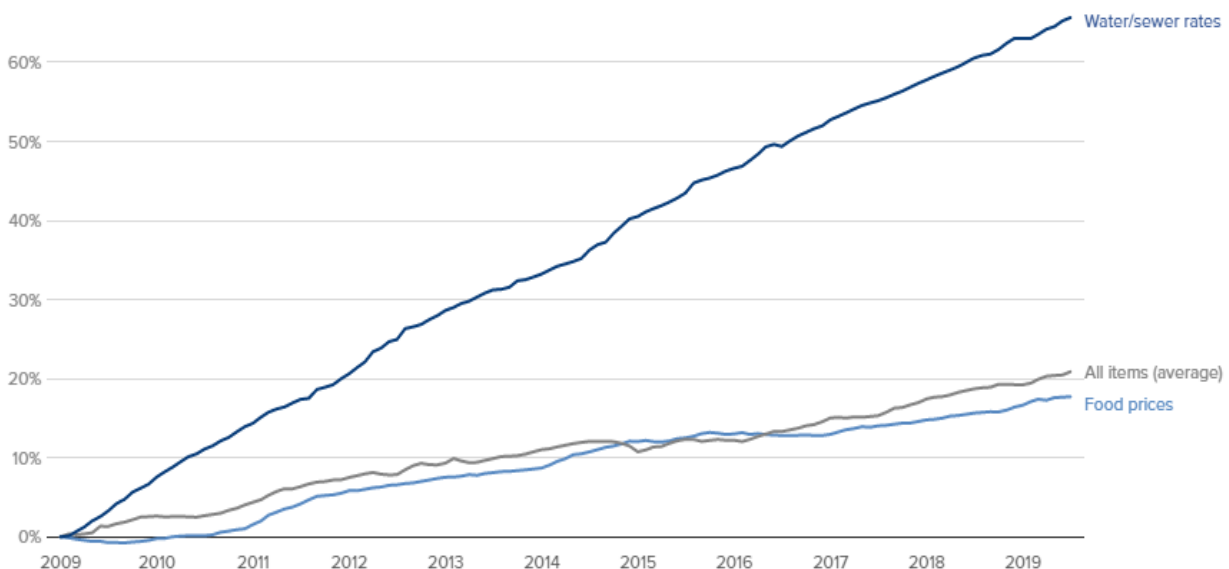
For one, cities across the country are grappling with aging infrastructure that's costly to repair. Drinking water is delivered via 1 million miles of pipes across the U.S., much of them laid in the early- to mid-20th century with a lifespan of 75 to 100 years, according to a 2017 report from the American Society of Civil Engineers. The group gave America's drinking water infrastructure a grade of D. Wastewater systems didn't fare much better, earning a grade of D+.

"We've been putting off that investment, we as a country, for decades now," Bluefield Research's Erin Bonney Casey told CBS MoneyWatch. "And so there's a backlog of projects that we need to do, and there isn't enough money to do all of those projects."

Failure to adequately manage water systems have led to emergencies in Flint, Michigan and now Newark, New Jersey. On Monday, New Jersey's Essex County said it will issue a \$120 million bond to replace the Newark's lead service pipes, which have caused increased lead levels in the city's drinking water.

Getting hosed

What Americans pay for water and sewer service has increased much faster than inflation or the price of food.



Source: Bureau of Labor Statistics—Consumer Price Index

On top of that, climate change is also playing a role because more frequent and stronger storms means higher treatment costs. In some parts of the country, drought has strained water sources to critical levels, making it more expensive for cities and towns to find other sources of water or spend more on purification, for instance.

Increasingly unaffordable

While the increases vary between metro areas, rates on average have increased every year since Bluefield began tracking them in 2012. Water is already unaffordable for one of 10 U.S. households, a share that's forecast to triple to more than 30 percent of within five years, according to a 2017 study from Michigan State University.

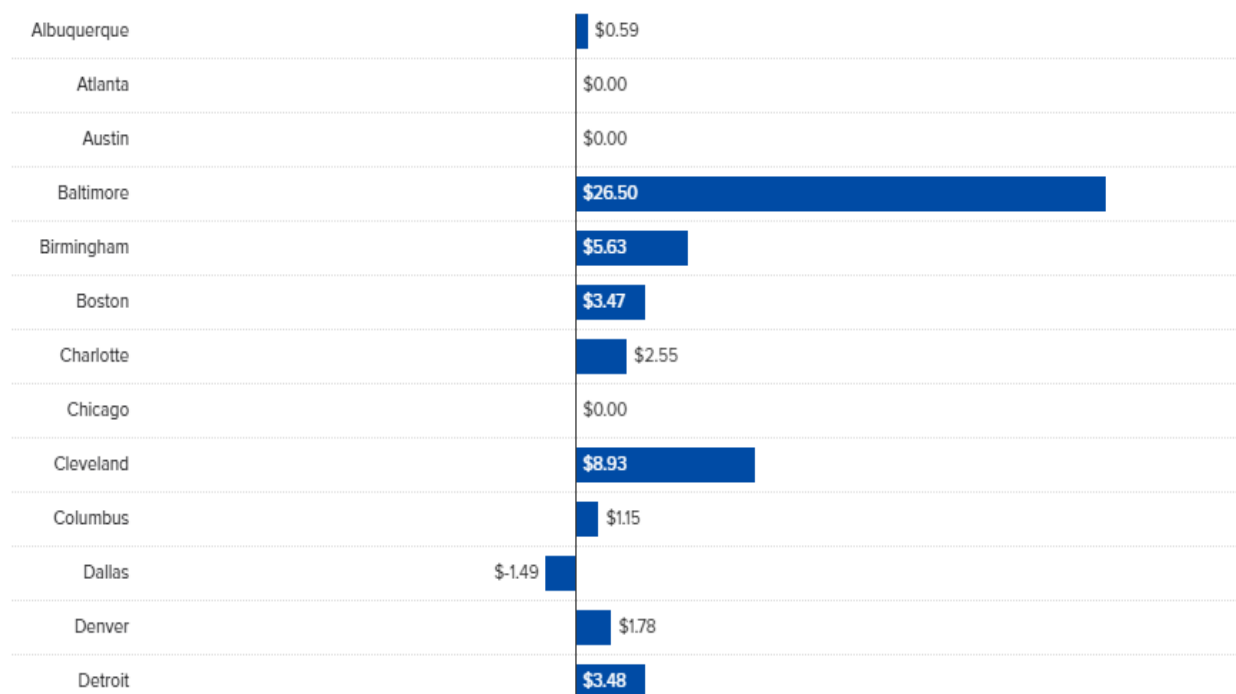
"This is getting more and more expensive, and that always raises the question of affordability for low-income households," Casey noted.

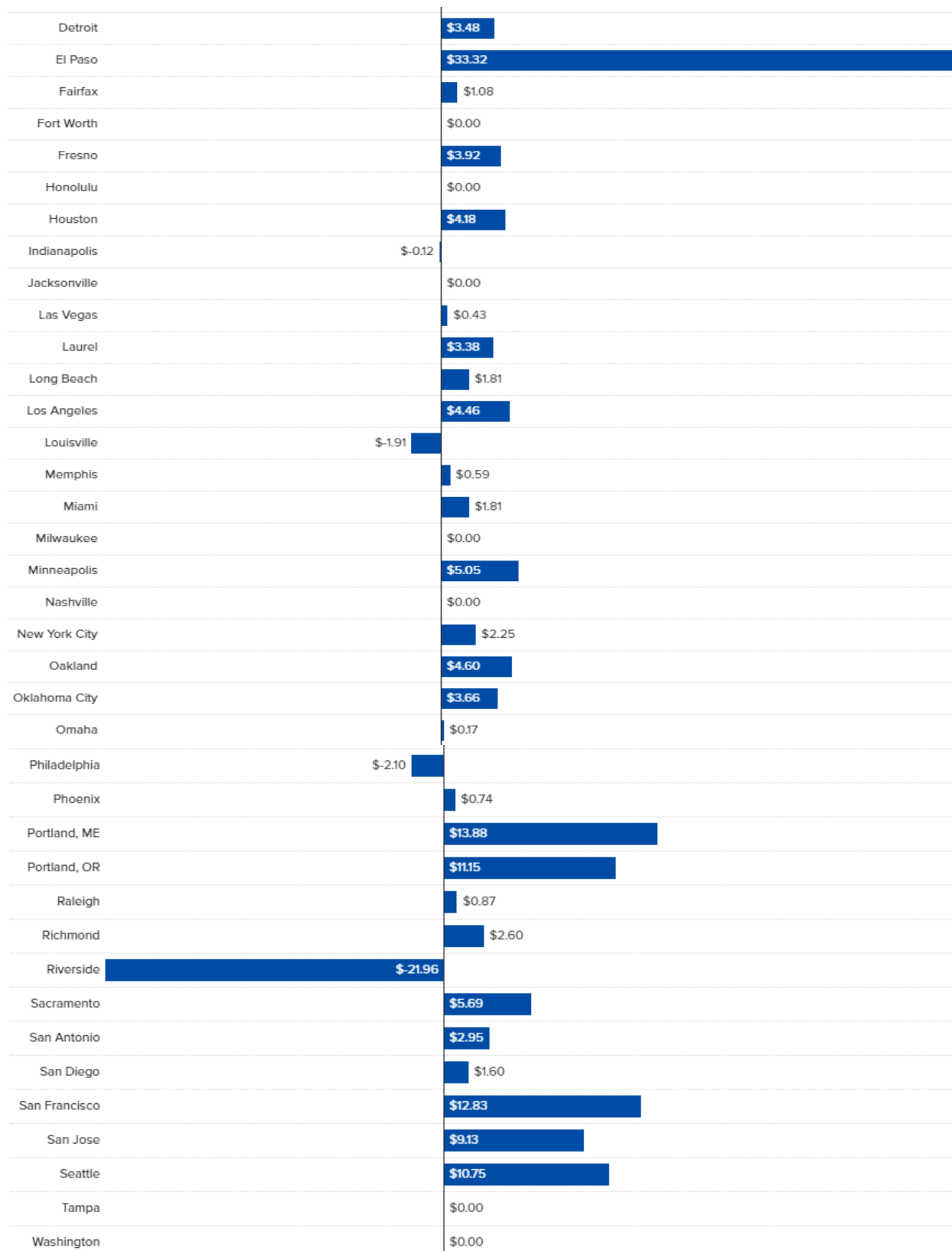
Where rates are surging

Of the top 50 U.S. metropolitan areas analyzed by Bluefield, 35 raised rates from 2018 to 2019. The rest lowered or kept their rates unchanged.

Down the drain

Change in average water and wastewater bills, from 2018 to 2019, in 50 cities.





Source: Bluefield Research

Take El Paso, Texas, where residents saw the highest increase among the 50 metro areas. Water rates are up 4% for the 2019-2020 fiscal year, while wastewater rates are jumping 8%, according to a report in the El Paso Times.

El Paso's rates are rising as it pays for years-long repairs to its infrastructure, according to Bluefield. The city prefers to increase bills by a smaller percentage each year instead of slamming residents with a big one-time jump that they may struggle to manage, the El Paso Times reported, citing a city official.

When customers don't pay

Water and wastewater utilities must perform a "balancing act" when it comes to managing water, often a hidden resource from a consumer perspective until the bill shows up, Bluefield's Casey said.

For instance, when rates go up, sometimes people just don't pay at all. But the utility is still managing the same — or more — water volume through its systems and needs revenue to pay for the system. Such a scenario can make bills higher for everyone else.

"So by raising the rates, the question becomes are you really just pushing more people into defaulting on the bill?" Casey said.

There isn't a set billing formula or pattern from utility to utility, Bluefield noted. Bills — and increases — can depend on each city's system for delivery, treatment, need for repair and overhaul of infrastructure, the volume of water used as well as how a customer's bill is calculated, according to the Bluefield report.

"More often than not, public utility rates are mercurial and influenced significantly at a political and municipal management level," the report said.

Utilities still have to pay for the system even when there's inadequate revenue. That can drive some municipalities to explore a private takeover of their water systems, which can be a controversial move that stirs up fierce local opposition. Others turn to conservation programs. Regardless, the bills often just get higher.

El Paso is far from alone. In recent months, cities from San Diego to Cleveland to Durham, North Carolina and Lowell, Massachusetts each made the news because of higher water and sewer rates.

Income-based water bills

Many cities have programs for low-income residents that offer payment plans or assistance of some kind. But some are searching for "more innovative" methods of billing so low-income residents aren't slammed by shutoffs — or decide not to pay their bill at all, Casey noted.

Casey pointed to Philadelphia's program for low-income households as an example. Started two years ago, the program bases water bills on income level, not water use.

The Tiered Assistance Program, or TAP, is available to residents with income of less than 150% of the federal poverty level, or about \$39,000 for a family of four.

Payments range from 2% to 4% of household income, according to a report in the Philadelphia Inquirer.

Portland, Oregon is another city that's developed a way to help renters with costs tied to rising water and sewer bills. Given the rising cost of water, it's likely these types of income-based programs will become more common throughout the U.S., Casey said.

First published on August 27, 2019 / 3:10 PM

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Source: <https://www.cbsnews.com/news/water-bills-rising-cost-of-water-creating-big-utility-bills-for-americans/>

Opinion | To manage our most precious resource, we must reduce, reuse and recycle

Stuart Khan AUGUST 26 2019 - 6:30PM



 **NEED IS CLEAR:** Finding better ways to improve urban water security is crucial, Dr Stuart Khan says.

Safe drinking water is our most precious resource.

But you wouldn't guess that by looking at how most cities manage water. We capture it in dams, then use it once before discharging it out to sea.

If we really valued a resource, especially one prone to shortages, we would hold on to it. We would do what we could to reduce, reuse and recycle.

Reducing water consumption is something we have gotten much better at. Many homes now have dual-flush toilets and low-flow showerheads. Our clothes washers and dishwashers are more water-efficient than they were 20 years ago. During times of water restrictions, Australians have proved themselves to be very effective at cutting back on outdoor water use.

Reusing water has also come a long way. Some water from sewage treatment plants is now reused to irrigate open space. There's hardly a town in NSW that isn't reusing some treated

sewage effluent to irrigate a golf course. Many also irrigate playing fields, parks and municipal gardens.

A few cities have small areas where treated sewage is reused on household lawns and gardens, as well as for flushing toilets. To keep this reclaimed water segregated from drinking water, it is delivered in a separate pipe network, which is usually painted purple, to indicate that the water is not suitable for drinking.

“For excellent examples on how to recycle water, we don't need to look far.”

All of these efforts to reuse water are good and they all help. But these approaches are limited in the amounts of water that they can supply and the amounts of fresh water use that they can replace.

Reusing water for irrigation is limited by the weather. Golf courses, playing fields, parks and gardens will use the water when the weather is dry. But unless very large storage is available, which it rarely is, this water will be discharged when its raining and the ground is wet.

There are reasons why purple-pipes will only ever be a niche solution for small new development areas. One is that they are effectively impossible to retrofit to older suburbs, so they only apply to greenfield sites. Furthermore, they're rarely cost-effective. The high level of treatment needed, and the whole separate water supply system tend to costs more per litre of water than customers pay for drinking water, - usually less than 0.3c per litre.

Like all irrigation, customer demand for purple-pipe water is seasonal. Most use is for garden watering, which is heavy in summer, but much less in winter. A system that can supply a set volume of water will either run short in summer or have too much water in winter. In some areas, this has been managed by topping-up purple-pipe water supplies with drinking water during summer.

Limiting their potential benefit further, areas with purple-pipes are generally not effective at saving additional water with rainwater tanks. The purple pipes are used for watering lawns and gardens, meaning that there's little remaining use for rainwater.

But there is a way in which cities can maximise the water supply benefits available from treated wastewater. That is to treat the water to a sufficiently high quality that it can be safely and reliably used as additional drinking water supply. This approach is truly 'recycling' since the water follows an identifiable 'cycle' rather than a linear chain of more limited uses.

For excellent examples on how to recycle water, we don't need to look far. Perth began water recycling in 2017 with the establishment of the 'Groundwater Replenishment Scheme'. Water from a sewage treatment plant is highly purified by advanced water treatment processes before being pumped underground to the groundwater system, which forms an important part of Perth's drinking water supply.

A very large water recycling scheme was also constructed in Brisbane towards the end of the Millennium Drought. Known as the 'Western Corridor Recycled Water Scheme', it consists of

three advanced water treatment plants that can purify the treated effluents from almost all of Brisbane's sewage. The highly purified recycled water is then suitable to top-up Brisbane's largest drinking water supply, Lake Wivenhoe.

Soon after the Western Corridor Recycled Water Scheme was built, the drought broke and Lake Wivenhoe filled to overflowing. So the project was mothballed and hasn't yet been used as a drinking water supply.

However, once the storage levels drop to below 60 per cent of capacity, it will be restarted and, when ready, will supply recycled water for Brisbane.

If we plan carefully, water recycling can provide a highly reliable, relatively drought resistant supply of safe, clean drinking water to our cities. In many cases, it can be done at lower cost, lower energy and lower carbon footprint than seawater desalination. Its an option that should be on the table and carefully considered by all Australian cities.

Dr Stuart Khan is a professor of civil and environmental engineering at UNSW

This story Real recycling: the way to a sustainable supply of our most precious resource first appeared on The Northern Daily Leader.

Source: <https://www.newcastleherald.com.au/story/6349565/real-recycling-the-way-to-a-sustainable-supply-of-our-most-precious-resource/?cs=7573>

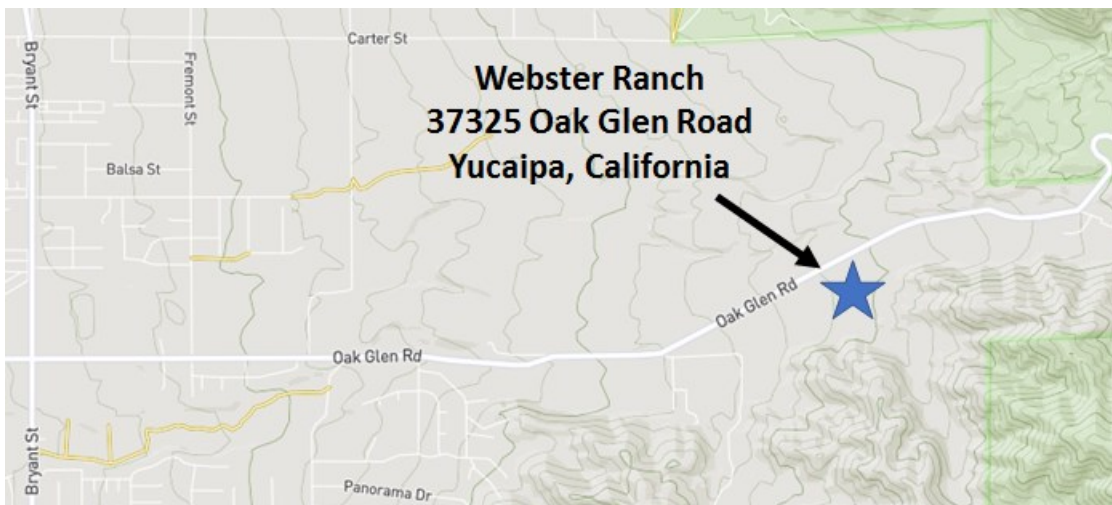


Notice and Agenda of a Board Workshop

Site Tour of the Webster Ranch Property 37325 Oak Glen Road, Yucaipa, California

Proper footwear is required since most of the tour will involve walking on unpaved areas and uneven surfaces.

Wednesday, September 4, 2019 at 4:00 p.m.



-
- 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. **Site Tour of the Webster Ranch Property**
 - IV. **Presentation of the Green Valley Vineyards by the Green Valley Foundation**
 - V. **Adjournment**

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

Discussion Items



Yucaipa Valley Water District



Director Memorandum 19-089

Date: September 3, 2019

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Purchase of Additional Software Components for the Caselle Financial Package

Recommendation: That the Board ratify the purchase of the purchase order application for a sum not to exceed \$3,075.

On June 12, 2018, the Board of Directors authorized the General Manager to execute an agreement with Caselle, Inc. for software services that handles utility billing, general ledger, and payroll [Director Memorandum 18-092].

On September 18, 2018, the Board of Directors authorized the General Manager to execute a contract to purchase the Elements XS Asset Management Software [Director Memorandum 18-127]. District staff implemented this program in May 2019. Initially, this program included purchase orders as well as inventory management. District staff has determined that purchase orders and inventory would be better managed through the Caselle application as this is where all financial data is housed.

The Caselle contract includes inventory management but we have requested to add the purchase order application which will be an additional \$2,700 for the license plus \$375 for training. The coordination between purchasing, accounts payable, and general ledger are much more streamlined by utilizing these applications through Caselle.

District Staff is requesting ratification of the agreement for the purchase order application with Caselle.

Financial Impact

This additional cost of \$3,075 will be paid from the Water, Sewer and Recycled Funds.



Caselle® Software & Services Proposal

Yucaipa Valley Water District, CA

August 21, 2019

(Valid for 90 days)

From:

Brigham Kindell, Client Relationship Manager
bjk@caselle.com



CASELLE®

Proven Software Solutions for Local Government

www.caselle.com Toll Free (800) 228-9851 Fax (801) 850-5001 1656 S. East Bay Blvd., Ste. 100 / Provo, UT / 84606

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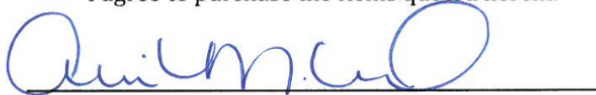
Caselle® Software & Services Proposal
Yucaipa Valley Water District, CA
August 21, 2019

Proposal Summary

License Type	\$2,700
Total Training	375
Total Investment	\$3,075

Monthly Software Assurance will increase \$68.

I agree to purchase the items quoted herein.


Signature

Allison M. Edmisten, Chief Financial Officer
Printed Name & Title

8/22/19
Date

Caselle® Software & Services Proposal
Yucaipa Valley Water District, CA
August 21, 2019

Proposal Detail

<i>Caselle®</i> Application Software	License Type	Training	Total
Purchases & Requisitions	\$2,700	\$375	\$3,075
Grand Total	\$2,700	\$375	\$3,075

Notes: The training will take place at Caselle or online.

**Purchases &
Requisitions Setup**

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.



Date: September 3, 2019

Prepared By: Kathryn Hallberg, Implementation Manager

Subject: Request for Proposal for Public Relations Support Services for the Recycled Water Program

Recommendation: That the Board authorize the release of the Request for Proposals for public relations support services for the recycled water program.

District staff has been working on a Public Relations Request for Proposal (RFP), one for Recycled Water Program. The District is looking for a PR firm to raise awareness and educate people about the benefits of the Recycled Water Program. The District would like to request a proposal from public relations agencies than can provide education and promotional services to educate both the local community, regional communities and nationally about the District Recycled Water Program.



The Recycled Water Program RFP focuses on the benefits of using recycled water, water conservation, the District's tertiary treated high quality recycled water, dual plumbed communities and the recycled water fill station. The goal of public outreach detailed in the RFP is to educate the community on all the aspects of the Recycled Water Program the District has created and the benefits it has to the community.

The District is requesting the preparation of various marketing products such as press releases, illustrations, videos, brochures, and informational documents. Attached is the Request for Proposal for review.

Financial Consideration

There is no financial impact for the execution of this RFP. Once a vendor is selected, District staff will bring the contract before the Board of Directors for approval.



Request for Proposals

2019 Public Relations and Outreach for the Recycled Water Program

Proposal No. 19xxxx

**Response Due and Public Bid Opening
Wednesday, _____, 2019 at 2:00 p.m.**

Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Yucaipa Valley Water District Contract Administrators and District Liaison:

Kathryn Hallberg, Implementation Manager
khallberg@yvwd.us - Phone (909) 790-3303

Yucaipa Valley Water District (the “District” or ‘District’) is accepting proposals for public relations and outreach services from qualified firms (“Proposers”) to assist with the preparation of various marketing products such as press releases, illustrations, videos, brochures, and informational documents.

This is not a commitment to procure this work, but a request for proposals and the costs to complete the work. The District will decide to proceed based on the proposal pricing submitted.

The final date for submitting a bid proposal is Wednesday, _____, 2019 at 2:00 pm to Kathryn Hallberg, 12770 Second Street, Yucaipa, California 92399.

Your proposal envelope must be sealed and clearly marked “**Public Relations and Outreach Services Proposal 19xxxx**”.

The District reserves the right to accept or to reject any and all bids proposals, to waive any irregularities and to make an award that is determined by the District to be in the best interest of the Yucaipa Valley Water District.

Proposals must comply with the proposal requirements provided herein. Proposals will be evaluated and ranked by District staff members. Proposers must be willing to sign an agreement with the terms and conditions.

All questions must be put in writing and sent via email and must be received by 5:00 p.m. on _____, 2019. Should it be found by the District that the point in question is not clearly and fully set forth in the RFP, the District will issue a written addendum clarifying the matter, which will be posted on the District’s website and sent by email to individuals registered with the District Liaison provided on the title page of this document. Please note that the District will not be responsible for mailing any addenda. Proposers are encouraged to check the website regularly since each Proposer will be responsible for downloading the RFP and all addenda.

Interviews may be scheduled for proposers selected based on criteria in the RFP. The District reserves the right to postpone the interview date, or cancel an interview, at its sole discretion. Proposers shall be notified in advance of any such postponement or cancellation.

Scope of Services

The Yucaipa Valley Water District (“District”) is looking for a cost effective, creative approach for communicating with and engaging its customers. The District’s Implementation Managers will serve as the lead for public relations and outreach activities. The purpose of the consultant is to assist and augment public relations and outreach support.

The consultant retained shall support the objectives listed below:

- A. Create and maintain a positive public perception of the Yucaipa Valley Water District with its commitment to the existing Recycled Water Program.
- B. Produce communication services and educational materials focusing on the benefits of using recycled water, water conservation, the District’s tertiary treated high quality recycled water, dual plumbed communities and the recycled water fill station.

- C. Provide outreach communications in support of the Yucaipa Valley Water District's Recycled Water Program.
- D. Engage the community on the benefits and goals of Yucaipa Valley Water District's strategic initiatives to help build support and education for the Recycled Water Program.

It is important to cover all facets of the Yucaipa Valley Water District Recycled Water program. The approach should also include outreach and education, including but not limited to educational graphic booklets, video and photos, website, and other public relations mediums to the community on the Recycled Water program and a better understanding of the Yucaipa Valley Water District.

Tasks to support objectives of the public relations and outreach program should include but are not limited to the following:

Communication Services

- Plan and implement a program to gain and enhance the District's presence involving:
 - Website refresh and upgrades;
 - Video clips;
 - Education booklets;
 - Historical information; and
- Develop news releases, media advisories, articles, website content and fact sheets for District events, initiatives, projects, and services.
- Develop and design graphic representations of the program facts that can be easily conveyed to the public.
- Provide Spanish translation services for targeted communications pieces

Consultants are encouraged to reply in any way they deem necessary to show a uniqueness of approach; knowledge of the Yucaipa Valley Water District's service area and customer base; and a complete understanding of the complex issues. Consultants are further encouraged to describe how they would assist the Yucaipa Valley Water District in educating the public on the Recycled Water program.

Special Considerations:

1. Yucaipa Valley Water District owns all rights to generated, produced draft and final materials in native file formats, including intellectual property rights.
2. All products will be provided in electronic formats.
3. This is a contract ending in December 2019. The contract may be followed by two, one (1) year extensions in accordance with approved budgets and specific task approvals by the Board of Directors.

Proposal Requirements

- A. Work Plan and Methodology - Describe the firm's approach to the project. The proposal should set forth a detailed work plan for completing tasks including a tentative schedule

with milestones and product deliverables.

- B. Project Staffing - Identify the Project Manager and responsibilities of each project team member. Provide a resume of each team member including relevant experience in conducting assessments of agencies responsible for public communication and outreach, especially on the local government level.

In the event of proposed staff changes, the District will require that replacement staff meet the same level of qualifications and equivalent rates as the staff submitted. The Yucaipa Valley Water District reserves the right to approve or reject replacements.

- C. Related Experience - Describe recent and relevant experience of the firm in conducting communications assessments of water districts responsible for public communications, as well as other major relevant projects within the past three years. Provide a minimum of three references including the name of the client, description of work done, dates of the project, primary client contact including the address and telephone number, name of the firm's Project Manager and members of the project team. Finalists will be asked to provide samples of public communication and citizen involvement studies completed by the firm in the past three years.
- D. Proposed Cost - Provide the total cost for the project, including fees, reimbursables, and number of hours estimated to be spent on each major work task. The Yucaipa Valley Water District shall not, in any event, be liable for any pre-contractual expenses incurred by respondents in preparation of the proposals, and respondents shall not include any such expenses as part of their proposal. The Yucaipa Valley Water District shall also not be responsible for any associated fees with regard to insurance, licenses, or taxes.
- E. Written Agreement - Should the proposer desire to take exception to any term or condition set forth in the RFP, said exception must be clearly identified in the response to the RFP. Selected consultant must be willing to enter into a written agreement with the Yucaipa Valley Water District to provide all services specified in the RFP. Consultant must also be able to secure appropriate professional insurance as required by the District.

Evaluation Process and Criteria

- A. Each respondent shall meet the requirements as stated in this request for proposal. Total bottom-line costs must be stated in your document. No additional "add-on" charges after the proposal opening will be allowed.
- B. Award criteria will include, but is not limited to:
- Qualifications, capabilities, and experience of the firm and individuals performing the engagement.
 - Step by step approach to the engagement and detailed schedule for completion.
 - Completeness and responsiveness of the proposal submitted.
 - Reference verification.

- All costs pertaining to the engagement including travel and miscellaneous expenses.
- C. The Yucaipa Valley Water District may waive any informality, irregularity, or error in a proposal or in the process for obtaining proposals.
- D. The Yucaipa Valley Water District reserves the right to reject any proposal submitted which is not in substantial compliance with the requirements set forth in the Request for Proposals.
- E. The Yucaipa Valley Water District reserves the right to reject all proposals and cancel the proposal process.
- F. The proposal deemed most advantageous to the Yucaipa Valley Water District will be awarded the contract (even though it may not be the proposal with the lowest proposed fee). The District reserves the right to select portions of the proposal based on the fee quoted for each major task.
- G. Determination of acceptance shall be based on the judgment of the District staff.

General Information and Requirements

- A. Receiving Office: Sealed proposals will be accepted until Wednesday, _____, 2019 at 2:00 pm by Kathryn Hallberg, Implementation Manager, 12770 Second Street, Yucaipa, California 92399. Bid proposal envelopes must be sealed and clearly marked "**Public Relations Proposal 19xxx**". Late proposals will not be accepted. Facsimile responses will not be accepted. If the proposal is sent by overnight carrier, proposal is to be within a sealed envelope inside the overnight letter pack.
- B. Rejection of Proposals: The District reserves the right to accept or reject any or all proposals received as a result of this request. The District shall not be obligated to award a contract solely on the basis of any response made to this Request for Proposal, nor does District intend to, nor will it be obligated to pay for the information solicited or obtained.
- C. Incurred Consultant Costs: District will not be liable for any costs incurred by Consultants or other respondents to this Request for Bid Proposals, prior to issuance of an agreement, contract, or other similar acquisition documents.
- D. Qualification: The selected Consultant shall have a proven record of performing work of a similar nature to the project described for a minimum of three (3) years. The Consultant may be required to submit the names of three (3) references and include the name of the entity, contact person, telephone number and a brief description. Include an outline describing company's profile and ability to perform the work.
- E. Other Provisions: The Consultant shall list any other criteria or requirements to delineate responsibility for any additional items/tasks to be completed by either District or Consultant. These shall be in addition to those previously detailed or explained in this Request for Proposals.

- F. Contract Terms: If awarded the Contract, the undersigned agrees to start work on this project within fifteen (15) working days or as otherwise directed by the District Liaison (or designee) in accordance with these specifications.
- G. Insurance: The Consultant shall indemnify and hold harmless Yucaipa Valley Water District and all his officers, agents and employees' representatives all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Consultants or their employees or by or in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the work or by or on account of any act or omission, neglect, or misconduct of the said Consultant.

Insurance policies must name the Consultant as the insured, along with Yucaipa Valley Water District as additional insured, and must not be canceled or materially changed without at least 30 days prior notice from the Consultant to Yucaipa Valley Water District. The Consultant must submit certificates evidencing the insurance to Yucaipa Valley Water District at the time the Consultant executes the contract, and at least 15 days prior to the expiration dates of expiring policies.

Certificates of Insurance acceptable to Yucaipa Valley Water District shall be filed with Yucaipa Valley Water District prior to commencement of the work. The Consultant agrees that its insurance carriers waive subrogation against Yucaipa Valley Water District, its agents, or employees with respect to any loss covered by the Consultant's insurance.

- H. Freedom of Information Act: Information submitted in Consultant proposals becomes public information and as such is subject to public disclosure and review under the California Freedom of Information Act. Information contained in the Consultant's proposal which is company confidential must be clearly identified in the proposal itself.

- Exhibit A -

**Professional Services Agreement for
2019 Public Relations and Outreach Services**

This Professional Services Agreement ("Agreement") is entered into to be effective as of _____, 2019 ("Effective Date") by and between the following parties (sometimes referred to herein individually as "Party" and collectively as "Parties"):

District	Consultant
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	<div style="background-color: yellow; height: 15px; border: 1px solid black;"></div> <div style="background-color: yellow; height: 15px; border: 1px solid black;"></div> <div style="background-color: yellow; height: 15px; border: 1px solid black;"></div> <div style="background-color: yellow; height: 15px; border: 1px solid black;"></div> <div style="background-color: yellow; height: 15px; border: 1px solid black;">Attention: _____</div> <div style="background-color: yellow; height: 15px; border: 1px solid black;">Telephone: _____</div> <div style="background-color: yellow; height: 15px; border: 1px solid black;">Tax ID: _____</div>

District Liaison	Consultant Liaison
<div style="background-color: yellow; height: 15px; border: 1px solid black; display: inline-block; width: 100px;"></div> Name <div style="background-color: yellow; height: 15px; border: 1px solid black; display: inline-block; width: 100px;"></div> Title	<div style="background-color: yellow; height: 15px; border: 1px solid black; display: inline-block; width: 100px;"></div> Name <div style="background-color: yellow; height: 15px; border: 1px solid black; display: inline-block; width: 100px;"></div> Title

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

1. **Scope of Work.** Consultant agrees to furnish necessary professional and technical services to accomplish those elements outlined in the Scope of Work attached hereto as "Attachment A", and by this reference made a part of this Agreement.
 - A. The Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all design, drawings, specifications, and other services furnished by the Consultant under this Agreement, including the work performed by its Subconsultants. Where approval by the District is indicated, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the Consultant or its Subconsultants.
 - B. Consultant is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the standards of best engineering practice for clarity, uniformity, and completeness. In the event that work is not performed to the satisfaction of the District and does not conform to the requirements of this Agreement or any applicable industry standards, the Consultant shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services within the timeframe specified by the District Liaison. The District may charge to

Consultant all costs, expenses and damages associated with any such corrections or revisions.

- C. All drawings, figures, and other work shall be produced by Consultants and Subconsultants using the District standard software or software approved in writing. Electronic files shall be subject to an acceptance period of fourteen (14) calendar days during which the District shall perform appropriate acceptance tests. Consultant shall correct any discrepancies or errors detected and reported within the acceptance period at no additional cost to the District.
 - D. All professional services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the District, its agents, and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the District. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the District, (b) subsequently becomes publicly known to the Consultant other than through disclosure by the District.
2. Compensation. Total compensation shall be paid to Consultant for services in accordance with the following provisions:
- A. Total Compensation.

Total compensation shall be in an amount not to exceed _____ (\$_____). Total compensation to Consultant including burdened labor (salaries plus benefits), overhead, profit, direct costs, and subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "B" - Fee Proposal.
 - B. Labor.

As a portion of the total compensation to be paid to Consultant, the District shall pay to Consultant a sum equal to the burdened salaries (salaries plus benefits) actually paid by Consultant charged on an hourly-rate basis to this project and paid to the personnel of Consultant. Upon request of the District, Consultant shall provide the District with certified payroll records of all employees' work that is charged to this project.
 - C. Direct Costs.

The District shall pay to Consultant and Sub-Consultants the actual costs of permits and associated fees, travel, and licenses for an amount not to exceed the sum set forth in Attachment "B" - Fee Proposal. The District shall also pay to Consultant actual costs for equipment rentals, leases, or purchases with prior written approval of the District. Upon request, Consultant shall provide to the District receipts and other documentary records to support Consultant's request for reimbursement of these amounts. All incidental expenses shall be included in overhead pursuant to Section 2.A. above.

D. Limitation of Costs.

If, at any time, Consultant estimates the cost of performing the services described in Consultant's Proposal will exceed the not-to-exceed amount of the Agreement, including approved additional compensation, Consultant shall notify the District immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of the District's authorized representative shall be at Consultant's own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the Consultant's invoice and monthly progress report. Failure to notify the District that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this Agreement.

E. Reallocation of Total Compensation.

The District, by its General Manager, shall have the right to approve a reallocation of the incremental amounts constituting the total compensation, provided that the total compensation is not increased.

3. Payment

A. Monthly Invoice.

Consultant shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period. Consultant shall allocate costs in the same manner as it would for payment requests as described in this Section of the Agreement. Consultant shall warrant and certify the accuracy of these costs and understand that submitted costs are subject to Audit Provisions as provided herein.

B. If the District determines that the work under this Agreement or any specified project element hereunder, is incomplete and that the amount of payment is in excess of:

- i. The amount considered by the District's Liaison to be adequate for the protection of the District; or
- ii. The percentage of the work accomplished for each project element.

The District Liaison may, at the District's sole discretion, retain an amount equal to that which insures that the total amount paid to that date does not exceed the percentage of the completed work for each project element or the project in its entirety.

4. California Department of Industrial Relations ("DIR") Registration and Record of Wages

A. To the extent Consultant's employees and/or subconsultants who will perform work for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Consultant and subconsultants shall comply with the registration requirements of Labor Code

Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.

- B. The Consultant and subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776 and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a) (3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the Consultant and subconsultants shall furnish a copy of all certified payroll records to District and/or general public upon request, provided the public request is made through District, the Division of Apprenticeship Standards, or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The Consultant and subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

5. Insurance

A. General

- i. Insurance shall be issued and underwritten by insurance companies acceptable to the District.
- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, the District will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the District's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the District will require Consultant to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to Consultant, by the District or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

B. General Liability

The Consultant shall maintain, during the life of this Agreement, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage:

- i. One Million Dollars (\$1,000,000) per occurrence with One Million Dollars (\$1,000,000) aggregate. Said insurance shall include coverage for the following hazards: broad form property damage, blanket contractual liability, independent Consultant liability, mobile equipment, owners and Consultant protective liability, and cross liability and severability of interest

clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s).

C. Umbrella Excess Liability

The minimum limits of general liability and Automotive Liability Insurance required, as set forth herein, shall be provided for through either a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Umbrella excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automotive liability.

D. Automotive / Vehicle Liability Insurance

The Consultant shall maintain a policy of Automotive Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of One Million Dollars (\$1,000,000) or alternatively, One Million Dollars (\$1,000,000) per person for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Workers' Compensation Insurance

The Consultant shall provide such Workers' Compensation Insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such Worker's Compensation Insurance shall be endorsed to provide for a waiver of subrogation in favor of the District. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements unless the insurance carrier is State of California Insurance Fund and the identifier "SCIF" and endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage for Jones Act claims.

F. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The policy shall not be cancelled until thirty (30) days after written notice is given to the District except for nonpayment of premium, which shall require not less than ten (10) days written notice to the District. Should there be changes in coverage or an increase in deductible or SIR amounts, the Consultant shall send to the District a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be received by the District as soon as practicable if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to the District.

G. Subconsultants

The Consultant shall be responsible to establish insurance requirements for any Subconsultant hired by the Consultant. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subconsultant's operations and work.

H. Limits are Minimums

If the Consultant maintains higher limits than any minimums shown above, then District requires and shall be entitled to coverage for the higher limits maintained by Consultant.

6. Scope Changes.

In the event of a change in the Scope of Work, requested by District, the parties hereto shall execute an amendment to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional Consultant's fees.

7. Project Team and Subconsultants.

Consultant shall provide to District, prior to execution of this Agreement, the names and full description of all Subconsultants and Consultant's project team members anticipated to be used on this project by Consultant. Consultant shall include a description of the scope of work to be done by each Subconsultant and each Consultant's project team member. Consultant shall include the respective compensation amounts for Consultant and each Subconsultant on a per-project-element basis, broken down as indicated in Section 2 - Compensation.

8. Legal Relationship Between Parties

The legal relationship between the parties hereto is that of an independent Consultant and nothing herein shall be deemed to make Consultant an employee of the District.

9. Notices

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid. Notices shall be mailed to the District and Consultant as provided above.

All communication regarding the Scope of Work, will be addressed to the Project Liaison. Direction from other District's staff must be approved in writing by the District's Liaison prior to action from the Consultant.

10. Termination

The District may terminate this Agreement at any time, without cause, upon giving thirty (30) days written notice to Consultant. In the event of such termination, Consultant shall be entitled to compensation for work performed on a prorated basis through and including the effective date of termination.

Consultant shall be permitted to terminate this Agreement upon thirty (30) days written notice only if Consultant is not compensated for billed amounts in accordance with the provisions of this Agreement, when the same are due.

Notice of termination shall be mailed to the District and/or Consultant in accordance with the Notices provisions contained herein.

11. Documents and Study Materials

The documents and study materials for this project shall become the property of the District upon the termination or completion of the work. Consultant agrees to furnish to the District copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement.

12. Compliance

Consultant certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

13. Agreement Execution Authorization

Both the District and Consultant do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute agreements for that party.

14. Dispute Resolution

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.

15. Attorney's Fees, Costs and Necessary Disbursements

If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

16. Progress Reports

Monthly progress reports shall be submitted for review by the tenth day of the following month and must include as a minimum:

- Current activities,
- Future activities,
- Potential items that are not included in the Scope of Work,

- Concerns and possible delays,
- Percentage of completion, and
- Budget status.

17. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense and with legal counsel approved by the District, which approval shall not be unreasonably withheld), protect and hold harmless the District and all of District's officers, directors, employees, Consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses including without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Consultants fees and costs and the District's general and administrative expenses (individually, a "Claim", or collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by Consultant in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of Consultant, its principals, officers, agents, employees, Consultant's suppliers, Consultants, subconsultants, and/or anyone employed directly or indirectly by any of them. Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from:

- A. The sole or active negligence or willful misconduct of the Indemnified Parties; or
- B. A natural disaster or other act of God, such as an earthquake; or
- C. The independent action of a third party who is neither one of the Indemnified Parties nor the Consultant, nor its principal, officer, agent, employee, nor Consultant's supplier, Consultant, subconsultant, nor anyone employed directly or indirectly by any of them.

The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

18. Force Majeure

Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

19. Independent Consultant.

- A. Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent Consultant and shall

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

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

20. Miscellaneous.

- A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.
- B. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.
- C. Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.
- D. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement
- E. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Venue for any suit, action or proceeding shall exist exclusively in the courts having jurisdiction over the County of San Bernardino.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- G. Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

- H. Amendment. Except as expressly provided otherwise herein, this Agreement may not be amended without the express written consent of both Parties.
- I. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- J. Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Project.
- K. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.
- L. Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, the Parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Chris Mann, Board President

CONSULTANT

Dated: _____ By: _____

Print Name: _____

Print Title: _____

Attachment A - Scope of Work

Attachment B - Fee Proposal

Attachment C - Schedule



Date: September 3, 2019

Prepared By: Kathryn Hallberg, Implementation Manager

Subject: Request for Proposal for Public Relations Support Services for the San Timoteo Creek Habitat Monitoring Program and the San Timoteo GSA

Recommendation: That the Board authorize the release of the Request for Proposals for public relations support services for the San Timoteo creek habitat monitoring program and the San Timoteo GSA.

District staff has been working on a Public Relations (PR) Request for Proposal (RFP) for the San Timoteo Creek Habitat Monitoring Program and the San Timoteo GSA. The District is interested in a PR firm to raise awareness and educate the community about the benefits of program. The District would like to request proposals from public relation agencies that can provide educational and promotional services to educate both the local community and the regional communities about the San Timoteo Creek Habitat Monitoring Program.



The objectives of the RFP are focused on generating knowledge for improving the awareness of San Timoteo Creek Habitat Monitoring Program, educating the community of the benefits of maintaining the habitat, the health of the habitat, and the internal and external factors effecting the habitat, and groundwater conditions related to the San Timoteo GSA management plan.

The District is requesting the preparation of various marketing products such as press releases, illustrations, videos, brochures, and informational documents. Attached is the draft Request for Proposal for review.

Financial Consideration

There is no financial impact for the execution of this RFP. Once a vendor is selected, District staff will bring the contract before the Board of Directors for approval.



Request for Proposals

2019 Public Relations and Outreach for the San Timoteo Creek Habitat Monitoring Program and the San Timoteo GSA

Proposal No. 19xxxx

**Response Due and Public Bid Opening
Wednesday, _____, 2019 at 2:00 p.m.**

Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Yucaipa Valley Water District Contract Administrators and District Liaison:

Kathryn Hallberg, Implementation Manager
khallberg@yvwd.us - Phone (909) 790-3303

Yucaipa Valley Water District (the “District” or ‘District’) is accepting proposals for public relations and outreach services from qualified firms (“Proposers”) to assist with the preparation of various marketing products such as press releases, illustrations, videos, brochures, and informational documents.

This is not a commitment to procure this work, but a request for proposals and the costs to complete the work. The District will decide to proceed based on the proposal pricing submitted.

The final date for submitting a bid proposal is Wednesday, _____, 2019 at 2:00 pm to Kathryn Hallberg, 12770 Second Street, Yucaipa, California 92399.

Your proposal envelope must be sealed and clearly marked “**Public Relations and Outreach Services Proposal 19xxxx**”.

The District reserves the right to accept or to reject any and all bids proposals, to waive any irregularities and to make an award that is determined by the District to be in the best interest of the Yucaipa Valley Water District.

Proposals must comply with the proposal requirements provided herein. Proposals will be evaluated and ranked by District staff members. Proposers must be willing to sign an agreement with the terms and conditions.

All questions must be put in writing and sent via email and must be received by 5:00 p.m. on _____, 2019. Should it be found by the District that the point in question is not clearly and fully set forth in the RFP, the District will issue a written addendum clarifying the matter, which will be posted on the District’s website and sent by email to individuals registered with the District Liaison provided on the title page of this document. Please note that the District will not be responsible for mailing any addenda. Proposers are encouraged to check the website regularly since each Proposer will be responsible for downloading the RFP and all addenda.

Interviews may be scheduled for proposers selected based on criteria in the RFP. The District reserves the right to postpone the interview date, or cancel an interview, at its sole discretion. Proposers shall be notified in advance of any such postponement or cancellation.

Scope of Services

The Yucaipa Valley Water District (“District”) is looking for a cost effective, creative approach for communicating with and engaging its customers. The District’s Implementation Managers will serve as the lead for public relations and outreach activities. The purpose of the consultant is to assist and augment public relations and outreach support.

The consultant retained shall support the objectives listed below:

- A. Create and maintain a positive public perception of the Yucaipa Valley Water District with its commitment to maintain the existing riparian habitat in San Timoteo Creek Habitat Monitoring Program.
- B. Provide outreach communications in support of the Yucaipa Valley Water District’s San Timoteo Creek Habitat Monitoring Program.

- C. Create education materials for communication services describing the climate, hydrology, species and vegetative communities present in San Timoteo Creek.
- D. Create educational materials for communication services detailing outside influences impacting the San Timoteo Creek riparian habitat.
- E. Engage the community on the benefits and goals of Yucaipa Valley Water District's strategic initiatives to help maintain the San Timoteo Creek for habitat support and monitoring.
- F. Build a stakeholders list and outreach material for the groundwater management efforts by the District in the San Timoteo area.

It is important to cover all facets of the San Timoteo Creek Habitat Monitoring Program. The approach should also include outreach and education, including but not limited to educational graphic booklets, video and photos, website, and other public relations mediums to the community on the San Timoteo Creek Habitat Monitoring Program and a better understanding of the Yucaipa Valley Water District.

Tasks to support objectives of the public relations and outreach program should include but are not limited to the following:

Communication Services

- Plan and implement a program to gain and enhance the District's presence involving:
 - Website refresh and upgrades;
 - Video clips;
 - Education booklets;
 - Historical information; and
- Develop news releases, media advisories, articles, website content and fact sheets for District events, initiatives, projects, and services.
- Develop and design graphic representations of the program facts that can be easily conveyed to the public.
- Provide Spanish translation services for targeted communications pieces

Consultants are encouraged to reply in any way they deem necessary to show a uniqueness of approach; knowledge of the Yucaipa Valley Water District's service area and customer base; and a complete understanding of the complex issues. Consultants are further encouraged to describe how they would assist the Yucaipa Valley Water District in educating the public on the San Timoteo Creek Habitat Monitoring Program.

Special Considerations:

1. Yucaipa Valley Water District owns all rights to generated, produced draft and final materials in native file formats, including intellectual property rights.
2. All products will be provided in electronic formats.

3. This is a contract ending in December 2020. The contract may be followed by two, one (1) year extensions in accordance with approved budgets and specific task approvals by the Board of Directors.

Proposal Requirements

- A. Work Plan and Methodology - Describe the firm's approach to the project. The proposal should set forth a detailed work plan for completing tasks including a tentative schedule with milestones and product deliverables.
- B. Project Staffing - Identify the Project Manager and responsibilities of each project team member. Provide a resume of each team member including relevant experience in conducting assessments of agencies responsible for public communication and outreach, especially on the local government level.

In the event of proposed staff changes, the District will require that replacement staff meet the same level of qualifications and equivalent rates as the staff submitted. The Yucaipa Valley Water District reserves the right to approve or reject replacements.

- C. Related Experience - Describe recent and relevant experience of the firm in conducting communications assessments of water districts responsible for public communications, as well as other major relevant projects within the past three years. Provide a minimum of three references including the name of the client, description of work done, dates of the project, primary client contact including the address and telephone number, name of the firm's Project Manager and members of the project team. Finalists will be asked to provide samples of public communication and citizen involvement studies completed by the firm in the past three years.
- D. Proposed Cost - Provide the total cost for the project, including fees, reimbursables, and number of hours estimated to be spent on each major work task. The Yucaipa Valley Water District shall not, in any event, be liable for any pre-contractual expenses incurred by respondents in preparation of the proposals, and respondents shall not include any such expenses as part of their proposal. The Yucaipa Valley Water District shall also not be responsible for any associated fees with regard to insurance, licenses, or taxes.
- E. Written Agreement - Should the proposer desire to take exception to any term or condition set forth in the RFP, said exception must be clearly identified in the response to the RFP. Selected consultant must be willing to enter into a written agreement with the Yucaipa Valley Water District to provide all services specified in the RFP. Consultant must also be able to secure appropriate professional insurance as required by the District.

Evaluation Process and Criteria

- A. Each respondent shall meet the requirements as stated in this request for proposal. Total bottom-line costs must be stated in your document. No additional "add-on" charges after the proposal opening will be allowed.
- B. Award criteria will include, but is not limited to:

- Qualifications, capabilities, and experience of the firm and individuals performing the engagement.
 - Step by step approach to the engagement and detailed schedule for completion.
 - Completeness and responsiveness of the proposal submitted.
 - Reference verification.
 - All costs pertaining to the engagement including travel and miscellaneous expenses.
- C. The Yucaipa Valley Water District may waive any informality, irregularity, or error in a proposal or in the process for obtaining proposals.
- D. The Yucaipa Valley Water District reserves the right to reject any proposal submitted which is not in substantial compliance with the requirements set forth in the Request for Proposals.
- E. The Yucaipa Valley Water District reserves the right to reject all proposals and cancel the proposal process.
- F. The proposal deemed most advantageous to the Yucaipa Valley Water District will be awarded the contract (even though it may not be the proposal with the lowest proposed fee). The District reserves the right to select portions of the proposal based on the fee quoted for each major task.
- G. Determination of acceptance shall be based on the judgment of the District staff.

General Information and Requirements

- A. Receiving Office: Sealed proposals will be accepted until Wednesday, _____, 2019 at 2:00 pm by Kathryn Hallberg, Implementation Manager, 12770 Second Street, Yucaipa, California 92399. Bid proposal envelopes must be sealed and clearly marked "**Public Relations Proposal 19xxxx**". Late proposals will not be accepted. Facsimile responses will not be accepted. If the proposal is sent by overnight carrier, proposal is to be within a sealed envelope inside the overnight letter pack.
- B. Rejection of Proposals: The District reserves the right to accept or reject any or all proposals received as a result of this request. The District shall not be obligated to award a contract solely on the basis of any response made to this Request for Proposal, nor does District intend to, nor will it be obligated to pay for the information solicited or obtained.
- C. Incurred Consultant Costs: District will not be liable for any costs incurred by Consultants or other respondents to this Request for Bid Proposals, prior to issuance of an agreement, contract, or other similar acquisition documents.
- D. Qualification: The selected Consultant shall have a proven record of performing work of

a similar nature to the project described for a minimum of three (3) years. The Consultant may be required to submit the names of three (3) references and include the name of the entity, contact person, telephone number and a brief description. Include an outline describing company's profile and ability to perform the work.

- E. Other Provisions: The Consultant shall list any other criteria or requirements to delineate responsibility for any additional items/tasks to be completed by either District or Consultant. These shall be in addition to those previously detailed or explained in this Request for Proposals.
- F. Contract Terms: If awarded the Contract, the undersigned agrees to start work on this project within fifteen (15) working days or as otherwise directed by the District Liaison (or designee) in accordance with these specifications.
- G. Insurance: The Consultant shall indemnify and hold harmless Yucaipa Valley Water District and all his officers, agents and employees' representatives all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Consultants or their employees or by or in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the work or by or on account of any act or omission, neglect, or misconduct of the said Consultant.

Insurance policies must name the Consultant as the insured, along with Yucaipa Valley Water District as additional insured, and must not be canceled or materially changed without at least 30 days prior notice from the Consultant to Yucaipa Valley Water District. The Consultant must submit certificates evidencing the insurance to Yucaipa Valley Water District at the time the Consultant executes the contract, and at least 15 days prior to the expiration dates of expiring policies.

Certificates of Insurance acceptable to Yucaipa Valley Water District shall be filed with Yucaipa Valley Water District prior to commencement of the work. The Consultant agrees that its insurance carriers waive subrogation against Yucaipa Valley Water District, its agents, or employees with respect to any loss covered by the Consultant's insurance.

- H. Freedom of Information Act: Information submitted in Consultant proposals becomes public information and as such is subject to public disclosure and review under the California Freedom of Information Act. Information contained in the Consultant's proposal which is company confidential must be clearly identified in the proposal itself.

- Exhibit A -

**Professional Services Agreement for
2019 Public Relations and Outreach Services**

This Professional Services Agreement ("Agreement") is entered into to be effective as of _____, 2019 ("Effective Date") by and between the following parties (sometimes referred to herein individually as "Party" and collectively as "Parties"):

District	Consultant
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager	
Telephone: (909) 797-5119 x2	Attention: _____
	Telephone: _____
	Tax ID: _____

District Liaison	Consultant Liaison
Name _____	Name _____
Title _____	Title _____

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

1. **Scope of Work.** Consultant agrees to furnish necessary professional and technical services to accomplish those elements outlined in the Scope of Work attached hereto as "Attachment A", and by this reference made a part of this Agreement.
 - A. The Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all design, drawings, specifications, and other services furnished by the Consultant under this Agreement, including the work performed by its Subconsultants. Where approval by the District is indicated, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the Consultant or its Subconsultants.
 - B. Consultant is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the standards of best engineering practice for clarity, uniformity, and completeness. In the event that work is not performed to the satisfaction of the District and does not conform to the requirements of this Agreement or any applicable industry standards, the Consultant shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services within the timeframe specified by the District Liaison. The District may charge to

Consultant all costs, expenses and damages associated with any such corrections or revisions.

- C. All drawings, figures, and other work shall be produced by Consultants and Subconsultants using the District standard software or software approved in writing. Electronic files shall be subject to an acceptance period of fourteen (14) calendar days during which the District shall perform appropriate acceptance tests. Consultant shall correct any discrepancies or errors detected and reported within the acceptance period at no additional cost to the District.
 - D. All professional services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the District, its agents, and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the District. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the District, (b) subsequently becomes publicly known to the Consultant other than through disclosure by the District.
2. Compensation. Total compensation shall be paid to Consultant for services in accordance with the following provisions:
- A. Total Compensation.

Total compensation shall be in an amount not to exceed _____ (\$_____). Total compensation to Consultant including burdened labor (salaries plus benefits), overhead, profit, direct costs, and subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "B" - Fee Proposal.
 - B. Labor.

As a portion of the total compensation to be paid to Consultant, the District shall pay to Consultant a sum equal to the burdened salaries (salaries plus benefits) actually paid by Consultant charged on an hourly-rate basis to this project and paid to the personnel of Consultant. Upon request of the District, Consultant shall provide the District with certified payroll records of all employees' work that is charged to this project.
 - C. Direct Costs.

The District shall pay to Consultant and Sub-Consultants the actual costs of permits and associated fees, travel, and licenses for an amount not to exceed the sum set forth in Attachment "B" - Fee Proposal. The District shall also pay to Consultant actual costs for equipment rentals, leases, or purchases with prior written approval of the District. Upon request, Consultant shall provide to the District receipts and other documentary records to support Consultant's request for reimbursement of these amounts. All incidental expenses shall be included in overhead pursuant to Section 2.A. above.

D. Limitation of Costs.

If, at any time, Consultant estimates the cost of performing the services described in Consultant's Proposal will exceed the not-to-exceed amount of the Agreement, including approved additional compensation, Consultant shall notify the District immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of the District's authorized representative shall be at Consultant's own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the Consultant's invoice and monthly progress report. Failure to notify the District that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this Agreement.

E. Reallocation of Total Compensation.

The District, by its General Manager, shall have the right to approve a reallocation of the incremental amounts constituting the total compensation, provided that the total compensation is not increased.

3. Payment

A. Monthly Invoice.

Consultant shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period. Consultant shall allocate costs in the same manner as it would for payment requests as described in this Section of the Agreement. Consultant shall warrant and certify the accuracy of these costs and understand that submitted costs are subject to Audit Provisions as provided herein.

B. If the District determines that the work under this Agreement or any specified project element hereunder, is incomplete and that the amount of payment is in excess of:

- i. The amount considered by the District's Liaison to be adequate for the protection of the District; or
- ii. The percentage of the work accomplished for each project element.

The District Liaison may, at the District's sole discretion, retain an amount equal to that which ensures that the total amount paid to that date does not exceed the percentage of the completed work for each project element or the project in its entirety.

4. California Department of Industrial Relations ("DIR") Registration and Record of Wages

A. To the extent Consultant's employees and/or subconsultants who will perform work for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Consultant and subconsultants shall comply with the registration requirements of Labor Code

Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.

- B. The Consultant and subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776 and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a) (3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the Consultant and subconsultants shall furnish a copy of all certified payroll records to District and/or general public upon request, provided the public request is made through District, the Division of Apprenticeship Standards, or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The Consultant and subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

5. Insurance

A. General

- i. Insurance shall be issued and underwritten by insurance companies acceptable to the District.
- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, the District will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the District's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the District will require Consultant to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to Consultant, by the District or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

B. General Liability

The Consultant shall maintain, during the life of this Agreement, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage:

- i. One Million Dollars (\$1,000,000) per occurrence with One Million Dollars (\$1,000,000) aggregate. Said insurance shall include coverage for the following hazards: broad form property damage, blanket contractual liability, independent Consultant liability, mobile equipment, owners and Consultant protective liability, and cross liability and severability of interest

clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s).

C. Umbrella Excess Liability

The minimum limits of general liability and Automotive Liability Insurance required, as set forth herein, shall be provided for through either a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Umbrella excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automotive liability.

D. Automotive / Vehicle Liability Insurance

The Consultant shall maintain a policy of Automotive Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of One Million Dollars (\$1,000,000) or alternatively, One Million Dollars (\$1,000,000) per person for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Workers' Compensation Insurance

The Consultant shall provide such Workers' Compensation Insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such Worker's Compensation Insurance shall be endorsed to provide for a waiver of subrogation in favor of the District. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements unless the insurance carrier is State of California Insurance Fund and the identifier "SCIF" and endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage for Jones Act claims.

F. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The policy shall not be cancelled until thirty (30) days after written notice is given to the District except for nonpayment of premium, which shall require not less than ten (10) days written notice to the District. Should there be changes in coverage or an increase in deductible or SIR amounts, the Consultant shall send to the District a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be received by the District as soon as practicable if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to the District.

G. Subconsultants

The Consultant shall be responsible to establish insurance requirements for any Subconsultant hired by the Consultant. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subconsultant's operations and work.

H. Limits are Minimums

If the Consultant maintains higher limits than any minimums shown above, then District requires and shall be entitled to coverage for the higher limits maintained by Consultant.

6. Scope Changes.

In the event of a change in the Scope of Work, requested by District, the parties hereto shall execute an amendment to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional Consultant's fees.

7. Project Team and Subconsultants.

Consultant shall provide to District, prior to execution of this Agreement, the names and full description of all Subconsultants and Consultant's project team members anticipated to be used on this project by Consultant. Consultant shall include a description of the scope of work to be done by each Subconsultant and each Consultant's project team member. Consultant shall include the respective compensation amounts for Consultant and each Subconsultant on a per-project-element basis, broken down as indicated in Section 2 - Compensation.

8. Legal Relationship Between Parties

The legal relationship between the parties hereto is that of an independent Consultant and nothing herein shall be deemed to make Consultant an employee of the District.

9. Notices

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid. Notices shall be mailed to the District and Consultant as provided above.

All communication regarding the Scope of Work, will be addressed to the Project Liaison. Direction from other District's staff must be approved in writing by the District's Liaison prior to action from the Consultant.

10. Termination

The District may terminate this Agreement at any time, without cause, upon giving thirty (30) days written notice to Consultant. In the event of such termination, Consultant shall be entitled to compensation for work performed on a prorated basis through and including the effective date of termination.

Consultant shall be permitted to terminate this Agreement upon thirty (30) days written notice only if Consultant is not compensated for billed amounts in accordance with the provisions of this Agreement, when the same are due.

Notice of termination shall be mailed to the District and/or Consultant in accordance with the Notices provisions contained herein.

11. Documents and Study Materials

The documents and study materials for this project shall become the property of the District upon the termination or completion of the work. Consultant agrees to furnish to the District copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement.

12. Compliance

Consultant certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

13. Agreement Execution Authorization

Both the District and Consultant do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute agreements for that party.

14. Dispute Resolution

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.

15. Attorney's Fees, Costs and Necessary Disbursements

If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

16. Progress Reports

Monthly progress reports shall be submitted for review by the tenth day of the following month and must include as a minimum:

- Current activities,
- Future activities,
- Potential items that are not included in the Scope of Work,

- Concerns and possible delays,
- Percentage of completion, and
- Budget status.

17. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense and with legal counsel approved by the District, which approval shall not be unreasonably withheld), protect and hold harmless the District and all of District's officers, directors, employees, Consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses including without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Consultants fees and costs and the District's general and administrative expenses (individually, a "Claim", or collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by Consultant in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of Consultant, its principals, officers, agents, employees, Consultant's suppliers, Consultants, subconsultants and/or anyone employed directly or indirectly by any of them. Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from:

- A. The sole or active negligence or willful misconduct of the Indemnified Parties; or
- B. A natural disaster or other act of God, such as an earthquake; or
- C. The independent action of a third party who is neither one of the Indemnified Parties nor the Consultant, nor its principal, officer, agent, employee, nor Consultant's supplier, Consultant, subconsultant nor anyone employed directly or indirectly by any of them.

The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

18. Force Majeure

Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

19. Independent Consultant.

- A. Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent Consultant and shall

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

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

20. Miscellaneous.

- A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.
- B. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.
- C. Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.
- D. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement
- E. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Venue for any suit, action or proceeding shall exist exclusively in the courts having jurisdiction over the County of San Bernardino.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- G. Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

- H. Amendment. Except as expressly provided otherwise herein, this Agreement may not be amended without the express written consent of both Parties.
- I. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- J. Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Project.
- K. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.
- L. Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, the Parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Chris Mann, Board President

CONSULTANT

Dated: _____ By: _____

Print Name: _____

Print Title: _____

Attachment A - Scope of Work

Attachment B - Fee Proposal

Attachment C - Schedule



Date: September 3, 2019

Prepared By: Kathryn Hallberg, Implementation Manager

Subject: Re-Approval of the Brineline Easement - Canal Parcel License Agreement with the City of Riverside

Recommendation: That the Board authorize the General Manager to execute the Canal Parcel License Agreement with the City of Riverside.

On August 6, 2019, the Board of Directors approved the Canal Parcel License Agreement with the City of Riverside as Director Memorandum No. 19-071. Following the approval of the License Agreement, the City of Riverside then amended the annual lease agreement amount from \$720.00 to \$730.06. The calculation for the rent is based on the CPI Index All Urban Wage Earners and Clerical Workers (CPI-W), per the Nonexclusive License Agreement dated August 15, 2011, in Section 4(c)(a)(1). The annual rent will increase yearly by an amount equal to two (2%) on each anniversary.

As discussed previously the City of Riverside did incorporate some of the recommended changes by the District; such as Section 22 was deleted as its repeated language in Section 21. The City also accepted deletion of the 90-day termination clause which conflicted with the 5-year term of the Lease. They did not accept the change to a 99-year lease, but the 5-year term is repeatedly renewable at the District's option so long as the City receives at least 6 months' notice before the expiration of the existing term.

Attached is the revised Renewal License Agreement between the City of Riverside and Yucaipa Valley Water District for the use of Assessor's Parcel Number 0283-041-31 and 0283-041-32.

Financial Analysis

This expense is included in the 2019-20 budget. Funds for this project will be paid from the Sewer Division, Brineline Operating Expenses [G/L Account #03-502-57034].

CANAL PARCEL LICENSE AGREEMENT

Gage Canal

East of Waterman Avenue and South of Redlands Boulevard

THIS LICENSE AGREEMENT ("License") is made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and YUCAIPA VALLEY WATER DISTRICT, ("Licensee").

RECITALS

A. City owns that certain property located east of Waterman Avenue and south of Redlands Boulevard, known as Assessor's Parcel Numbers 0283-041-31 and 0283-041-32 ("Property"). The City utilizes this property for its Gage Canal, in this place an underground pipeline, and its associated right-of-way.

B. Licensee desires to use a portion of the Property consisting of approximately One Thousand, Two Hundred (1,200) square feet for the purpose identified in Section 3 of this License Agreement.

C. City is agreeable to said use subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **GRANT OF LICENSE:** City hereby grants to Licensee use of a portion of the Property described in the legal description marked Exhibit "A" and generally depicted on the plat map marked Exhibit "B", all as attached hereto and made a part hereof by this reference (the "Premises").

2. **TERM:** The term of this License shall be for a period of five (5) years, and shall become effective upon execution of this License by both parties ("Effective Date"), and

shall terminate five (5) years from the Effective Date unless this License is earlier terminated pursuant to the termination provisions contained herein. This License may be extended in five-year increments by Licensee giving written notice at least six (6) months prior to expiration of the then-current term.

3. USE OF PREMISES: The Premises shall be used solely for the purpose of ingress/egress, the construction, reconstruction, repair, replacement, removal, and maintenance of the Yucaipa Valley Regional Brine Line, commonly known as the "Brine Line," its appurtenances and connections ("Facilities"), and for no other purpose. Such use shall not interfere with the primary function of the City's use of the Property. Licensee shall be subject to the following terms and conditions:

(a) Any construction or reconstruction within the Premises shall be in accordance with plans approved by the City, however, notwithstanding any such approval, the Licensee assumes full responsibility for the design, construction or reconstruction, including complete liability for defects in such design and construction or reconstruction, all at Licensee's sole cost.

(b) The property shall be kept in a safe operating condition at all times, and the Licensee hereby assumes all liability arising from any injury or damage to any person or entity caused by the exercise of the rights herein granted.

(c) If City determines that the Facilities unreasonably interfere with City's present or future use of the Property and/or the Gage Canal, then the Facilities shall be removed or relocated at Licensee's expense. City may enter the Premises and alter, remove, or damage Licensee's Facilities. In such event, Licensee shall be responsible for any restoration or repair of the Facilities; provided, however, that if necessary, City shall provide to Licensee a substitute license reasonably suited to Licensee's needs at no cost to Licensee.

(d) Licensee shall keep the Premises clear and free of structures, invasive landscaping, and surface obstructions inconsistent with Licensee's intended use, unless otherwise approved by the City.

(e) No construction or reconstruction shall be commenced until this License has been executed by the parties, and plans have been prepared by Licensee and approved by the City. The City is to be notified prior to the start of any construction activities on the Premises, including any grading work.

(f) City makes no representation, covenant, warranty or promise that the Premises is fit for any particular use, including the use for which this License is granted, and Licensee is not relying on any such representation, covenant, warranty or promise and accepts the Premises in its "as is" condition.

(g) Access to and use of the Premises shall be limited to Licensee, its employees, agents and contractors. Licensee is strictly prohibited from allowing any access to or use of the Premises by the general public.

(h) If the Premises are secured by a fence or enclosure, Licensee shall keep the Premises locked at all times.

(i) Licensee's activities under this License shall maintain the Facilities and the Property in a neat, clean and safe condition at all times, including any landscaping.

4. CONSIDERATION:

(a) As consideration for use of the licensed Premises, Licensee shall pay to City a license fee in the amount of Seven Hundred Thirty Dollars and Six Cents (\$730.06) per year. Said license fees shall be payable on the first day of the anniversary of each year of the Effective Date.

(b) Notwithstanding Section 4(a) above, the annual rent shall be increased on each yearly anniversary of the Effective Date by an amount equal to two percent (2%) of such annual rent. For

any extended term of the License, as provided under Section 2 herein, the license fee shall be set at the City's then-current license fees for such property.

(c) The annual license fee shall be paid by check made payable to the "City of Riverside" and sent to the City of Riverside, Central Cashiering, City Hall, 3900 Main Street, Riverside, California 92522.

(d) If Licensee fails to pay the annual license fee by the tenth (10th) day of the month in which it is due, Licensee agrees that the actual damage to the City would be impracticable or extremely difficult to determine. Therefore, Licensee agrees to pay a late fee equal to ten percent (10%) of the annual license fee, which amount shall be added to the license fee due and considered part of the license fee due City hereunder. The amounts due under this subparagraph are in addition to and not in lieu of any other remedies of City.

5. NON-DISCRIMINATION: Except as provided in Section 12940 of the California Government Code, during Licensee's performance of this License, Licensee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in use of the Premises during the term of this License. Further, Licensee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this License.

6. SUPERVISION: Licensee shall be responsible for supervision and monitoring of all activities on the Premises deriving from this License, including any restriction to access to the Premises at all times, and monitoring and abatement of any nuisance that is caused, or may be caused, by Licensee or Licensee's use.

7. MAINTENANCE: Licensee shall maintain its Facilities and the Premises, to the extent the Premises are modified or impacted by the Facilities, in clean and orderly condition, all in compliance with all applicable provisions of the governing Municipal Code of the city for which the

Property resides. A neat and clean appearance, and safe and sanitary conditions are required and are considered of utmost importance by City.

8. FLAMMABLES, WASTE AND NUISANCES: Licensee agrees that it will not place or store, or allow any placement or storage of any hazardous waste, hazardous material, or flammable materials within the boundaries of the Premises, and that it will not commit any waste upon or damage to the Premises, nor suffer any to be done. Licensee also specifically agrees that it will not allow others to take such actions within the boundaries of the Premises. Licensee further agrees that it will keep the Premises clean, free from rubbish and debris, and in a condition satisfactory to City in accordance with Section 7.

9. HAZARDOUS SUBSTANCES INDEMNITY: Licensee expressly agrees to and shall indemnify, defend, release and hold the City, their officers, officials, directors, agents, servants, and employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Premises by Licensee, its officers, directors, agents, servants, or employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this License.

10. HAZARDOUS SUBSTANCES DEFINED: Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health

and Safety Code ("H. & S.C.") § 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances H.& S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. § 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H.& S.C. § 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

11. UTILITIES: There currently is no utility service to the Premises. The City shall be under no obligation to provide any utility service of any kind to the Premises during the term of this License. If Licensee determines utilities are required for Licensee's use of the Premises, Licensee shall arrange and pay directly for all new utilities and services supplied to the Premises, including but not limited to water, electricity, telephone, and natural gas, together with any taxes thereon.

12. TAXES: Without admitting any such liability, Licensee recognizes and understands that this License may create a possessory interest subject to property taxation pursuant to California Revenue and Taxation Code Section 107 and that Licensee may be subject to the payment of property taxes levied on such interest if such a determination is made by either the San Bernardino or Riverside County Tax Assessor or other government entity with the authority to make such determinations. All taxes and assessments which become due and payable with respect to the

Premises, and any improvements thereon, shall be the sole responsibility of Licensee, and any such payments shall not reduce any payment due City hereunder.

If Licensee shall, in good faith, desire to contest the validity, the imposition, or the amount of any tax or assessment or any other governmental charge herein agreed to be paid by Licensee, Licensee shall be permitted to do so; provided, however, the Licensee shall not permit or allow any lien to be placed or assessed upon the Premises or any improvements thereon.

13. CITY'S RIGHT TO INSPECT: City shall have the right to inspect the premises and any improvements made thereto at any time to ensure compliance with the terms of this License. Any repairs found necessary as a result of inspections and which are the responsibility of Licensee shall be made promptly by Licensee, but in no event shall such repairs be initiated by Licensee later than ten (10) calendar days after receipt of written notification of the need for such repairs, and such repairs shall be completed within a reasonable time after receipt of such notification.

14. FREE FROM LIENS OR CLAIMS: Licensee shall keep the Premises free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the insistence of or on account of Licensee, and Licensee further agrees to indemnify and save harmless City from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or materials furnished. The City at any time may post and keep posted on the Premises appropriate notices to protect the City against the claims of any such persons, firms or corporations.

15. INSURANCE: Prior to City's execution of this License, Licensee shall obtain, and shall thereafter maintain during the term of this License at Licensee's sole expense, such commercial general and automobile liability insurance as required to insure Licensee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Licensee.

(a) All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a liability rating of A or higher, and a financial rating of at least VII.

(b) Licensee's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

(c) Licensee's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence, unless otherwise approved by the City's Risk Manager and the City Attorney, or their designees.

(d) These minimum amounts of coverage shall not constitute any limitation or cap on Licensee's indemnification obligations under Section 17 hereof.

(e) Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this License, for both commercial general and auto liability, shall be filed with City and shall include City, their officers, agents and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following:

"It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside."

(f) The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail.

(g) City, its agents and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this License are adequate to protect

Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage as Licensee deems adequate, at Licensee's sole expense.

16. NONINTERFERENCE WITH USE: Licensee's use of the Premises and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's operations. City shall at all times have access to the Premises. The rights herein granted are not exclusive rights and in no way limit the City's use of the Premises for purposes not inconsistent with the uses granted herein.

17. INDEMNIFICATION: Except as to the sole negligence or willful misconduct of City, Licensee shall protect, defend, indemnify, and hold City and its officers, agents, employees and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of the Premises or the acts or omissions of Licensee's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of City and/or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Licensee or any of Licensee's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests. City shall give Licensee reasonable notice of any such claims or actions. Licensee shall use counsel reasonably acceptable to City in carrying out its obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense City may incur or makes to or on behalf of an injured employee under City's self-administered workers' compensation

program is included as a loss, expense or cost for the purpose of this section, and that this section shall survive termination of this License.

18. ASSIGNMENTS: This License is personal to Licensee, and Licensee shall not assign or transfer this License or any privilege thereunder, in whole or in part, and any attempt so to do shall be void and shall confer no right on any third party.

19. NON-POSSESSORY INTEREST: No permanent or possessory interest shall accrue to Licensee in the licensed Premises by reason of this License or by exercise of the permission given and Licensee agrees to claim no such interest.

20. GOVERNING LAW AND JURISDICTION: Licensee agrees that in the exercise of its rights under this License, Licensee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the licensed Premises. The existence, validity, construction, operation and effect of this License and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

21. TERMINATION UPON DEFAULT: City will give Licensee thirty (30) days written notice to terminate in the event Licensee has failed to perform or has breached any of the terms, covenants or conditions of this License. Licensee shall have ten (10) days in which to cure the default. Should Licensee fail to cure within that ten (10) day period, this License shall automatically be terminated.

Upon termination of this License in any manner provided for in this License, the Premises shall remain in its improved condition, including but not limited to all improvements, landscaping (personal property not applicable) existing on the Premises at the time of termination, unless the City

submits a written request to Licensee that some or all of the improvements be removed, in which case Licensee is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the Premises with all improvements thereon, and then such improvements shall become the property of the City.

If the Premises are abandoned by the Licensee for a period of two (2) months, all rights of the Licensee shall automatically terminate hereunder. Further, if the Licensee fails to conform to the terms and conditions of this License, all of the Licensee's rights hereunder shall terminate.

No termination hereunder shall release the Licensee from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this License.

22. HOLDING OVER: If Licensee fails to vacate the Premises upon termination of this License, Licensee agrees to pay City a fee of One Hundred Dollars (\$100.00) per day for each day that Licensee occupies the Premises beyond termination of this License.

24. ENTIRE AGREEMENT: This License embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this License. This License may only be modified or amended by the mutual consent of the parties in writing.

25. NOTICES: Service of any notices, bills, invoices or other documents required or permitted under this License shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Community & Economic
Development Department
Attn: Real Property Services Manager
3900 Main Street, 3rd Floor
Riverside, California 92522
Phone: (951) 826-5649
Fax: (951) 826-5744

Licensee

Yucaipa Valley Water District
Kathryn Hallberg, MSES, MBA
Implementation Manager
12770 Second Street
Yucaipa, California
Phone: (909) 790-3303
Fax: (909) 797-6381

26. SEVERABILITY: Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this License shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this License is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this License and shall not affect any other provision, term, condition, covenant, and/or restriction, of this License and the remainder of the License shall continue in full force and effect.

27. PARAGRAPH TITLES: The paragraph titles of this License are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the License to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this License or in any way affect the agreement of the parties set out in this License.

28. RESERVATIONS: This License is subject to all reservations, restrictions, rights and rights-of-way of record.

29. AUTHORITY: The individuals executing this License and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF the parties hereto have caused this License to be duly executed
on the date and year first written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

By: _____
City Manager

Attest: _____
Colleen Nicol
City Clerk:

Approved as to Form:

By: _____
Deputy City Attorney

YUCAIPA VALLEY WATER DISTRICT

By: _____

[Printed Name]

[Title]

By: _____

[Printed Name]

[Title]

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A" **LEGAL DESCRIPTION**

BRINE LINE EASEMENT

ALL THAT PORTION OF A STRIP OF LAND 100 FEET IN WIDTH LYING WITHIN LOT 10 IN BLOCK 75, RANCHO SAN BERNARDINO, AS PER MAP RECORDED IN BOOK 7, OF MAPS, PAGE 2, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WHICH PORTION WAS CONVEYED TO THE GAGE CANAL COMPANY, A CORPORATION BY DEED RECORDED JULY 1, 1910 IN BOOK 463, PAGE 315, OF DEEDS, AND IS KNOWN AS THE GAGE CANAL RIGHT-OF-WAY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF COLTON AVENUE AS THE SAME IS SHOWN ON A RECORD OF SURVEY RECORDED IN BOOK 16, PAGES 50 THROUGH 56, INCLUSIVE, OF RECORDS OF SURVEY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, AS THE SAME IS SHOWN ON A RECORD OF SURVEY RECORDED IN BOOK 16, PAGES 50 THROUGH 56, INCLUSIVE, OF RECORDS OF SURVEY.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY PROLONGATION OF THE SOUTHERLY 20.00 FEET OF LOT 78, TRACT NO. 2170, RECORDED IN BOOK 31 OF MAPS, PAGE 49, RECORDS OF SAID COUNTY, ALL WITHIN SAID GAGE CANAL RIGHT-OF-WAY.



LAND OWNER: CITY OF RIVERSIDE

Prepared by HILLWIG-GOODROW, INC.:
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

Alan C. Hillwig 1/6/2011
ALAN C. HILLWIG, PLS 5137
LICENSE EXPIRES: 6-30-11 DATE

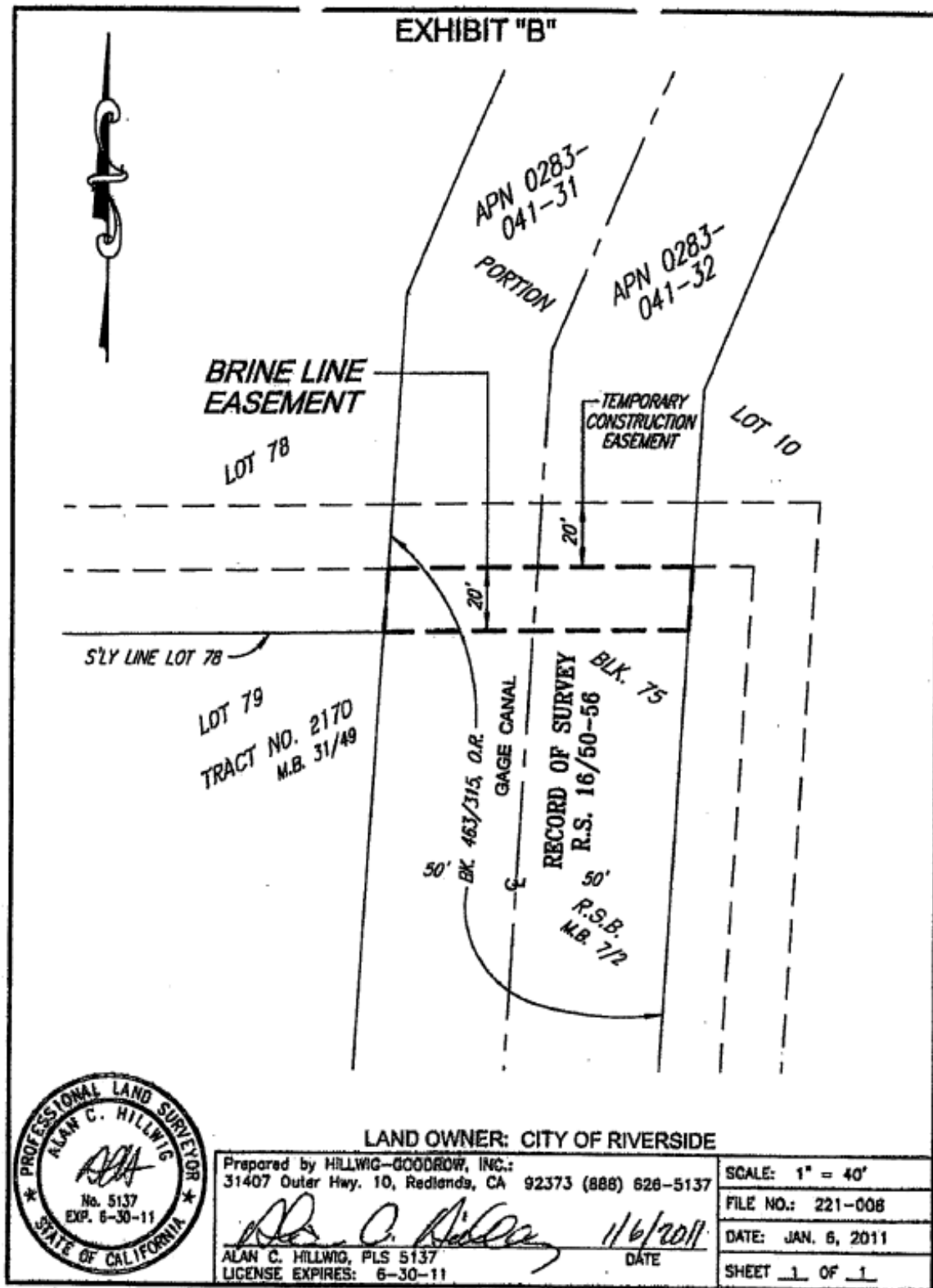
SCALE: N/A

FILE NO.: 221-008

DATE: JAN. 6, 2011

SHEET 1 OF 1

EXHIBIT "B"
PLAT MAP





Date: September 3, 2019

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Purchasing 1,000 Acre Feet of Imported Water from the San Bernardino Valley Municipal Water District for Groundwater Recharge of the Bunker Hill Groundwater Basin for Calendar Year 2020

Recommendation: That the Board authorize the purchase of 1,000 acre-feet from the San Bernardino Valley Municipal Water District for a sum not to exceed \$118,400.

On November 18, 2002, the San Bernardino Valley Municipal Water District adopted Resolution No. 888 which describes the rules, regulations, and rates for the sale and delivery of supplemental water. The adopted water rates consist of a \$108/AF energy charge and a \$40/AF conveyance charge for a total base price of \$148/AF. The following chart illustrates the discounts and surcharges that apply to water purchases.

	Criteria	Payment Method	Discount / Surcharge	Water Rate
Tier I Plan Ahead	Water ordered prior to December 31 st for delivery in the following calendar year.	<u>Option 1</u> - Payment for 1/12 th of the water ordered due at the end of each month for the base price.	0% Discount of base water rate	\$148/AF
		<u>Option 2</u> - Payment in full by January 31 st for discounted rate.	15% Discount of base water rate	\$125.80/AF
Tier II Seasonal Storage	Water ordered for groundwater recharge prior to December 31 st for delivery during January through May of the following year.	<u>Option 1</u> - Payment for 1/5 th of the water is due at the end of each Tier II month for the base price.	0% Discount of base water rate	\$148/AF
		<u>Option 2</u> - Payment in full by January 31 st for discounted rate.	20% Discount of base water rate	\$118.40/AF
Tier III Spot Market Purchase	Water ordered at any time during the calendar year for delivery in the same calendar year.	Payment method pursuant to Section 4.07 of the Rules and Regulations.	25% Surcharge of base water rate	\$185/AF
Outside Water Rates	Water purchased from SBVMWD for use outside of the boundary of SBVMWD.	Payment method pursuant to Section 4.07 of the Rules and Regulations. Rate based on DWR Bulletin 132 Appendix B.	--	\$378.89/AF

On August 20, 2019, the Board of Directors approved the purchase of 6,000 acre feet for direct delivery to the Yucaipa Valley Regional Water Filtration Facility [Director Memorandum No. 19-087]. The Yucaipa Valley Water District will be paying \$125.80/acre foot, or \$754,800 for the purchase of this water.

In order to further diversify our water resources and to protect against outages of the State Water Project, the District should consider purchasing imported water for storage in the Bunker Hill Groundwater Basin. Imported water added to the Bunker Hill would be produced as groundwater and delivered to the Yucaipa Valley Water District as untreated water. In the future, this water may be provided as drinking water through an interconnection with the City of Redlands.



The District staff would like to request authorization to proceed with the purchase of 1,000 acre feet of imported water for recharge in the Bunker Hill Basin in calendar year 2020. Water for groundwater recharge is purchased at a cost of \$118.40/acre foot, for a total cost of \$118,400.

The District staff recommends making this purchase contingent on the approval of terms and conditions for future delivery of this imported water to the Yucaipa Valley Regional Water Filtration Facility. The Board of Directors and staff members at the San Bernardino Valley Municipal Water District are very supportive of regional planning, so there seems to be very little risk of paying for a stranded asset in the Bunker Hill Basin.

If we are unable to develop an agreement that outlines the terms of how the water will be returned to the Yucaipa area by January 15, 2020, the District can take delivery of the imported water at the Wilson Creek Spreading Basins for the same cost. However, if we are able to reach an agreement, the District staff suggests planning to purchase an additional 15-20% of our annual imported water order each year for delivery and interim storage in the Bunker Hill Groundwater Basin.



Date: September 3, 2019

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Resolution No. 2019-17 Updating the Calculation for Facility Capacity Charges Necessary to Secure Supplemental Water Resources for New Development within the Boundary of the San Gorgonio Pass Water Agency and the City of Calimesa

Recommendation: That the Board approve Resolution No. 2019-17.

The Yucaipa Valley Water District currently charges \$13,478 per dwelling unit for facilitate capacity charges for each new residential unit constructed in our service area. This fee recovers costs expended by the District for the construction of the following facilities:

Description of Drinking Water Component	Existing Facility Capacity Charges
Yucaipa Valley Regional Water Filtration Facility	\$3,811
Recycled Water System	\$823
Booster Pumping Plants	\$885
Pipeline Facilities	\$4,407
Water Storage Reservoirs	\$3,552
Total	\$13,478

While the District's development related fees are typically more expensive than neighboring agencies, the Yucaipa Valley Water District has consistently pursued extensive improvements and fully integrated solutions to secure long-term, reliable, and resilient water and sewer service for our customers.

On July 27, 2015, the Board of Directors of the San Gorgonio Pass Water Agency ("SGPWA") adopted Resolution No. 2015-05 adopting facility capacity fees for new infrastructure and additional water resources. The adoption of this resolution was deemed necessary by the SGPWA to "...meet future increasing demands for SGPWA supplemental water to the SGPWA service area which will require additional water facilities to be constructed to distribute water and to acquire additional water rights to meet future increasing demands."¹

¹ This fee only is applicable to developments in the Calimesa portion of the Yucaipa Valley Water District service area. The portion of the Yucaipa Valley Water District in the City of Yucaipa receives imported water service from the San Bernardino Valley Municipal Water District.

On September 19, 2017, the Board of Directors adopted Resolution No. 2017-23 Establishing the Methodology to Calculate and the Collection of Facility Capacity Charges Related to the Purchase of Water Resources for New Development within the Boundary of the San Gorgonio Pass Water Agency and the City of Calimesa.

This resolution was designed to be updated annually to reflect the reliability of imported water supplies from the State Water Project and to develop a pricing methodology that will secure permanent supplemental water supplies from alternative sources.

Based on this methodology, the additional cost per residential dwelling unit in the City of Calimesa was calculated to be \$4,370 for a home that is dual plumbed to receive recycled water for front and rear yard irrigation use. This charge is not applicable to new development in the City of Yucaipa.

Methodology Used to Calculate the Supplemental Water Facility Capacity Charge for Supplemental Water Resources

- One Drinking Water Service Unit (1.0 WSU) applicable only to this Resolution is equal to 10 kgal/monthly billing period
 - *Estimated Annual Drinking Water Demand = 120 kgal per year*
 - *Estimated Daily Drinking Water Demand of 330 gpd/EDU*
- 0% Interest
- 52.5% State Water Project Reliability Factor - Ten-Year Rolling Average
 - *2019 State Water Project Allocation on September 30 - 75% (DWR Notice 19-10)**
 - *2018 State Water Project Allocation on September 30 - 35% (DWR Notice 18-05)**
 - *2017 State Water Project Allocation on September 30 - 85% (DWR Notice 17-05)*
 - *2016 State Water Project Allocation on September 30 - 60% (DWR Notice 16-06)*
 - *2015 State Water Project Allocation on September 30 - 20% (DWR Notice 15-03)*
 - *2014 State Water Project Allocation on September 30 - 20% (DWR Notice 14-08)*
 - *2013 State Water Project Allocation on September 30 - 35% (DWR Notice 13-09)*
 - *2012 State Water Project Allocation on September 30 - 65% (DWR Notice 12-09)*
 - *2011 State Water Project Allocation on September 30 - 80% (DWR Notice 11-06)*
 - *2010 State Water Project Allocation on September 30 - 50% (DWR Notice 10-11)*
 - ~~*2009 State Water Project Allocation on September 30 - 40% (DWR Notice 09-07)*~~
- \$6,231/Acre Foot Permanent Water Right Estimate
 - *Most Recent San Gorgonio Pass Permanent Water Right Purchase Estimate*

Calculation:

$$120 \text{ kgal} \times \frac{1,000 \text{ gal}}{1 \text{ kgal}} \times \frac{0.000003069 \text{ AF}}{\text{gallon}} \times \frac{\$6,231}{\text{Acre Foot}} \times \frac{1}{0.525 \text{ Reliability}} = \underline{\underline{\$4,370/\text{EDU}}}$$

* On June 19, 2019, the Department of Water Resources issued a Notice to State Water Project Contractors (Number 19-10) setting the 2019 State Water Project Allocation at 75%. Said Notice is anticipated to remain in effect on September 30, 2019. However, if there is a change to the State Water Project Allocation before September 30, 2018, an updated resolution and sample methodology will be presented to the Yucaipa Valley Water District Board of Directors for consideration.

RESOLUTION NO. 2019-17

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT UPDATING THE CALCULATION FOR FACILITY CAPACITY CHARGES RELATED TO THE PURCHASE OF PERMANENT WATER RESOURCES FOR NEW DEVELOPMENT WITHIN THE BOUNDARY OF THE SAN GORGONIO PASS WATER AGENCY AND THE CITY OF CALIMESA

WHEREAS, the Yucaipa Valley Water District (the "District") is a public agency of the State of California organized and existing pursuant to the provisions of the County Water District Law of this State (Section 30000, et seq. of the Water Code); and

WHEREAS, the District has adopted Facility Capacity Charges for drinking water, sewer, and recycled water services; and

WHEREAS, the District's Board of Directors reviewed Resolution No. 2015-05 adopted by the San Gorgonio Pass Water Agency (the "Pass Water Agency") and its Capacity Fee Study and documentation ("Study") supporting the need for supplemental water to provide service to new development within the boundary of the Pass Water Agency; and

WHEREAS, the above-referenced Study was considered by the District's Board of Directors at several board workshops, board meetings, and the public hearing; and

WHEREAS, the District's Board of Directors is expected to secure supplemental water from the Pass Water Agency when a permanent source of supply is secured and available to provide service to new development within the service area of the Pass Water Agency; and

WHEREAS, the purpose of the supplemental water capacity charge is to purchase and/or finance, in whole or in part, permanent water rights dedicated to the District or fund the implementation of a similar program that provides the same permanent water supply for new development within the boundary of both the District and the Pass Water Agency; and

WHEREAS, the fee structure and methodology established herein is set forth as the supplemental water fee adopted by the Pass Water Agency (as may be modified) in its Resolution No. 2015-05, Section 7 as a reasonable estimate for securing supplemental water rights unless modified by the District's Board of Directors; and

WHEREAS, the facts and evidence presented to the District's Board of Directors during previous board workshops and board meetings, including the Pass Water Agency's Study, demonstrate that the facility capacity charge related to supplemental water to be levied by the District will not exceed the estimated reasonable cost for providing the services for which the capacity charges are imposed and, therefore, complies with Government Code Section 66013; and

WHEREAS, the District is relying upon the facts and evidence presented in the Pass Water Agency's Study to support the need for the supplemental facility capacity charge expected to be assessed by the Pass Water Agency; and

WHEREAS, the supplemental water facility capacity charge established herein is exempt from the California Environmental Quality Act, Public Resources Code, Section 21080(b)(8) because the charges are imposed to obtain funds necessary to maintain services within the District; and WHEREAS, this resolution shall be implemented to supplement the facility capacity charges currently in effect by the Yucaipa Valley Water District; and

WHEREAS, the charges set forth herein are being adopted following a public hearing and notices provided in accordance with the requirements of Government Code, Section 66000, et seq.,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Yucaipa Valley Water District, as follows:

1. Purpose and Implementation. The charges set forth herein are for the purpose of implementing the San Gorgonio Pass Water Agency Resolution No. 2015-05 provided as Exhibit A and as supported by the Pass Water Agency's Study.
2. Implementation of the San Gorgonio Pass Water Agency Resolution No. 2015-05. The Board of Directors of the Yucaipa Valley Water District hereby directs the General Manager to include language in development agreements within the boundary of the San Gorgonio Pass Water Agency, subject to further review and approval by the Board of Directors, adequate to ensure permanent water resources are secured for all new development within the San Gorgonio Pass Water Agency boundary:
 - A. All new development shall be required to be dual-plumbed with recycled water to meet the irrigation demands; and drinking water to meet drinking water and fire flow demands.
 - B. A Drinking Water Service Unit (WSU) shall be based on an equivalent volume of drinking water used to meet domestic water demands for a typical equivalent single-family residential dwelling unit (EDU). The District staff is directed to provide information to evaluate the conversion factor for the WSU based on data acquired in the future. For purposes of this resolution only, one WSU is equal to 10 kgal per monthly billing period.
 - C. Drinking water demand shall be determined for each parcel in units of gallons per day per Equivalent Dwelling Unit (gpd/EDU) and expressed as a Water Service Unit (WSU) to 1/10th. The WSU will be used to calculate the Supplemental Water Facility Capacity Charge for each parcel within the Pass Water Agency service area based on drinking water demands.

Typical components used to calculate the Supplemental Water Facility Capacity Charge for the purchase of permanent water supplies shall include: (i) the WSU for each parcel; (ii) the lesser of either 0% or the actual interest charge incurred by the District necessary to finance the construction of facilities or purchase of supplemental water rights; (iii) the rolling average of ten prior years of State Water Project reliability as determined by the California Department of Water Resources in effect on September 30th of each calendar year; and (iv) the estimated or actual cost of securing permanent supplemental water supplies by the San Gorgonio Pass Water Agency or alternative sources of supply.

An example of the calculation methodology is provided in Exhibit B.

- D. Property owners and/or developers that provide permanent secured water rights and/or contribute to the funding of dependable water resources shall receive a credit for the Supplemental Water Facility Capacity Charge required by this resolution if the secured water resources are permanently dedicated and/or permanently available to the Yucaipa Valley Water District prior to executing a development agreement for the subject development.
 - E. Based on the example calculation methodology illustrated in Exhibit B, the Supplemental Water Facility Capacity Charge shall be adjusted after considering: (i) information presented by the San Geronio Pass Water Agency as provided in Resolution No. 2015-05 and subsequent versions related to securing permanent supplemental water supplies; (ii) information presented by the California Department of Water Resources for the prior year allocation of water from the State Water Project as a demonstration of reliability; (iii) securing overlying water rights in the region; and (iv) development and construction of the Salinity and Groundwater Enhancement (SAGE) Project or other similar projects that produce a new source of supply for the Calimesa service area.
3. Monthly Water Demands in Excess of Paid Supplemental Water Facility Capacity Charge. The Board of Directors of the Yucaipa Valley Water District hereby directs the implementation of a charge for drinking water demands by customers that exceed the quantity of Supplemental Water Facility Capacity Charge as determined and assessed to each parcel as the WSU for the use of supplemental water rights on an as needed basis.
- A. The Water Service Unit (WSU) used to calculate the Supplemental Water Facility Capacity Charge shall be evaluated each billing period to determine if the quantity of drinking water delivered exceeded the WSU purchased for the property.
 - B. If the quantity of drinking water delivered is equal to or less than the WSU used to calculate the Supplemental Water Facility Capacity Charge, then no surcharge shall be applied.
 - C. If the quantity of drinking water delivered is greater than the WSU used to calculate the Supplemental Water Facility Capacity Charge, then the surcharge shall be applied accordingly.
4. Equivalent Alternatives to Secured Supplemental Water Sources. The Board of Directors of the Yucaipa Valley Water District hereby directs the District staff to pursue the planning and implementation of indirect potable reuse and direct potable reuse of recycled water as a feasible alternative to securing imported water from areas outside of the Yucaipa Valley Water District. Funds collected pursuant to this Resolution may be substituted for constructing an indirect potable reuse project and/or a direct potable reuse project at the Wochholz Regional Water Recycling Facility, the Yucaipa Valley Regional Water Filtration Facility, or other location within the District's service area. Furthermore, the District staff is directed to pursue Federal and State funding to bridge the anticipated shortfall in funds if this equivalent source of supply becomes a reliable alternative to imported water.

5. Effective Date. This Resolution shall become effective on January 1, 2020 and shall remain in effect until such time as it is rescinded or superseded.
6. This Resolution supersedes Resolution No. 2018-27 adopted on August 21, 2018.

PASSED, APPROVED and ADOPTED this 3rd day of September 2019.

YUCAIPA VALLEY WATER DISTRICT

Chris Mann, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager

RESOLUTION NO. 2015-05**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN GORGONIO PASS WATER AGENCY
TO ADOPT FACILITY CAPACITY FEES FOR
FACILITIES AND WATER**

WHEREAS, the San Gorgonio Pass Water Agency (SGPWA) is a public agency formed and existing pursuant to Article 101 of the California Water Code Appendix (SGPWA Act) in 1961; and

WHEREAS, SGPWA entered into a contract with the California Department of Water Resources (DWR) in 1962 for a Table A amount of water capacity in the California State Water Project (SWP) which is currently 17,300 acre feet per year (AFY) to bring supplemental water to the SGPWA service area; and

WHEREAS, there is a need to meet future increasing demands for SGPWA supplemental water to the SGPWA service area which will require additional water facilities to be constructed to distribute water and to acquire additional water rights to meet future increasing demands; and

WHEREAS, the Board of Directors finds and determines that the present existing water importation, production, transportation, delivery facilities and water supplies are inadequate to meet anticipated demand; and

WHEREAS, Section 101 – 27.1(a) of the SGPWA Act authorizes SGPWA to impose a facility capacity fee, which is in the nature of a connection fee, for the right to make a new retail connection to the water distribution system of any retail water distributor that is located within the boundaries of the SGPWA and that obtains all or any portion of its water supplies from SGPWA; and

WHEREAS, Section 101- 27.1(c) also provides the facility capacity fee referred to in subdivision (a) shall be adopted, established, and imposed only following a public hearing and in accordance with the requirements set forth in Chapter 5 (commencing with Section 66000 of Division 1 of Title 7 of the Government Code as it now exists or may hereafter be amended; and

WHEREAS, the Facility Capacity Fee as set forth in the SGPWA Act, Sections 101 – 27.1 (a) through (i) will assist SGPWA to fund (1) the purchase of capacity in existing pipeline systems owned by other public agencies; (2) and additional basin recharge project for underground water storage in the Beaumont groundwater basin, including land purchases associated with such basin activity; and (3) the purchase of new water and/or water rights and entitlements to meet future water demand; and

WHEREAS, pursuant to Section 101 – 27.1 of the SGPWA Act, SGPWA has prepared a Capacity Fee Study (Study) to support the need for additional water facilities and new water and/or water rights in that the existing facilities are not adequate to meet the future increasing water needs in the SGPWA service area; and

WHEREAS, the Study meets the requirements of Section 101 – 27.1 and Government Code Section 66013 to ensure that the Facility Capacity Fee does not exceed the estimated reasonable cost of providing the service for which the fee is imposed and provides a clear and concise document that will serve as the basis for the proposed fee levels; and

WHEREAS, SGPWA has provided all of the notices prior to and conducted a public hearing on July 27, 2015 required by Section 101 – 27.1 (c) of the Agency Act; and

WHEREAS, SGPWA after close of the hearing considered the Study, and proposed Findings.

NOW THEREFORE BE IT HEREBY RESOLVED

1. The matters set forth in the recitals to this Resolution are true and correct statements and are made findings and determinations of the Board of Directors.
2. That the Findings as set forth on Attachment 1 concerning the Study are hereby adopted.
3. The Board of Directors finds that the Facility Capacity Fees as defined in the Study and the Findings are for the purpose of obtaining funds for capital projects necessary to maintain service within SGPWA as set forth in this Resolution and, therefore, the establishment of such fees is not subject to the California Environmental Quality Act.
4. That the Study is hereby approved.
5. That the Facility Capacity Fees as set forth in the Study and on Attachment 2 hereof are hereby adopted and shall take effect immediately.
6. The General Manager is authorized to contract with the counties in which it is located and with the cities within the SGPWA for the collection of the Facility Capacity Fee along with building permit fees or other fees related to the improvement of property, or may contract for collection of the Facility Capacity Fees by the water retail distributors (SGPWA Act 101 – 27.1 (f)).
7. The Facility Capacity Fee component shall be automatically adjusted without further action of the Board effective on July 1st of each year, beginning July 1, 2016, by a percentage equal to the change in Construction Cost Index for Los Angeles as published by Engineering New Record for the preceding twelve months as set forth in the Study.
8. The Facility Fee component of the facility capacity fee shall be reviewed periodically as determined by the General Manager to determine if changes are needed and reasonable in unit prices, facility requirements, and water demands and demographics in order to ensure that Facility Fee cost allocations are reasonable and that collections over time will fund the required facilities.
9. The Water Capacity Fee component shall be reviewed annually in the month of July, commencing July 1, 2016 to adjust the Water Capacity Fee by a reasonable percentage based on the cost of actual water purchases, an updated water rights appraisal or comparisons of recent

purchases of additional water rights by statewide municipalities and special districts over the preceding twelve months.

10. The General Manager is further authorized to take any and all other actions to implement and carry out this resolution.

11. All resolutions or administrative actions by the Board of Directors, or parts thereof that are inconsistent with any provision of this Resolution are hereby superseded only by this Resolution to the extent of such inconsistency.

12. If any section, subsection, clause, sentence, or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares it would have passed this Resolution and each section, sentence, clause or phrase thereof, irrespective of the fact that all or more sections, subsections, clauses, sentences, or phrase are held invalid.

13. The Resolution shall take effect immediately.

AYES:

NOES:

DATE: July 27, 2015

SAN GORGONIO PASS WATER AGENCY

By _____
Secretary of the Board of Directors

Sample Methodology to Calculate the Supplemental Water Facility Capacity Charge

Assumptions:

- One Drinking Water Service Unit (1.0 WSU) applicable only to this Resolution is equal to 10 kgal/monthly billing period
 - *Estimated Annual Drinking Water Demand = 120 kgal per year*
 - *Estimated Daily Drinking Water Demand of 330 gpd/EDU*
- 0% Interest
- 52.5% State Water Project Reliability Factor - Ten-Year Rolling Average
 - *2019 State Water Project Allocation on September 30 - 75% (DWR Notice 19-10)**
 - *2018 State Water Project Allocation on September 30 - 35% (DWR Notice 18-05)**
 - *2017 State Water Project Allocation on September 30 - 85% (DWR Notice 17-05)*
 - *2016 State Water Project Allocation on September 30 - 60% (DWR Notice 16-06)*
 - *2015 State Water Project Allocation on September 30 - 20% (DWR Notice 15-03)*
 - *2014 State Water Project Allocation on September 30 - 20% (DWR Notice 14-08)*
 - *2013 State Water Project Allocation on September 30 - 35% (DWR Notice 13-09)*
 - *2012 State Water Project Allocation on September 30 - 65% (DWR Notice 12-09)*
 - *2011 State Water Project Allocation on September 30 - 80% (DWR Notice 11-06)*
 - *2010 State Water Project Allocation on September 30 - 50% (DWR Notice 10-11)*
 - ~~*2009 State Water Project Allocation on September 30 - 40% (DWR Notice 09-07)*~~
- \$6,231/Acre Foot Permanent Water Right Estimate
 - *Most Recent San Geronio Pass Permanent Water Right Purchase Estimate*

Calculation:

$$120 \text{ kgal} \times \frac{1,000 \text{ gal}}{1 \text{ kgal}} \times \frac{0.000003069 \text{ AF}}{\text{gallon}} \times \frac{\$6,231}{\text{Acre Foot}} \times \frac{1}{0.525 \text{ Reliability}} = \underline{\underline{\$4,370/\text{EDU}}}$$

* On June 19, 2019, the Department of Water Resources issued a Notice to State Water Project Contractors (Number 19-10) setting the 2019 State Water Project Allocation at 75%. Said Notice is anticipated to remain in effect on September 30, 2019. However, if there is a change to the State Water Project Allocation before September 30, 2018, an updated resolution and sample methodology will be presented to the Yucaipa Valley Water District Board of Directors for consideration.



Date: September 3, 2019

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Purchasing 250 Acre Feet of Imported Water from the San Gorgonio Pass Water Agency for Direct Delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2020

Recommendation: That the Board authorize the purchase of 250 acre-feet of imported water from the San Gorgonio Pass Water Agency for a sum not to exceed \$99,750.

The Yucaipa Valley Water District receives imported water from both the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency at the Yucaipa Valley Regional Water Filtration Facility.

Since the District is required to differentiate between the imported water received from each State Water Contractor, a unique calculation methodology was developed to track the imported water provided by the San Bernardino Valley Municipal Water District for use in San Bernardino County, and imported water provided by the San Gorgonio Pass Water Agency for use in Riverside County. The result of this calculation is used to determine how much water is purchased from each State Water Contractor.

On April 15, 2019, the San Gorgonio Pass Water Agency adopted Resolution No. 2019-02 increasing the rate of imported water from \$309 per acre foot approved on February 17, 2009, to \$399 per acre foot.

Supplemental Water Calculations for SBVMWD & SGPWA

Friday, August 30, 2019

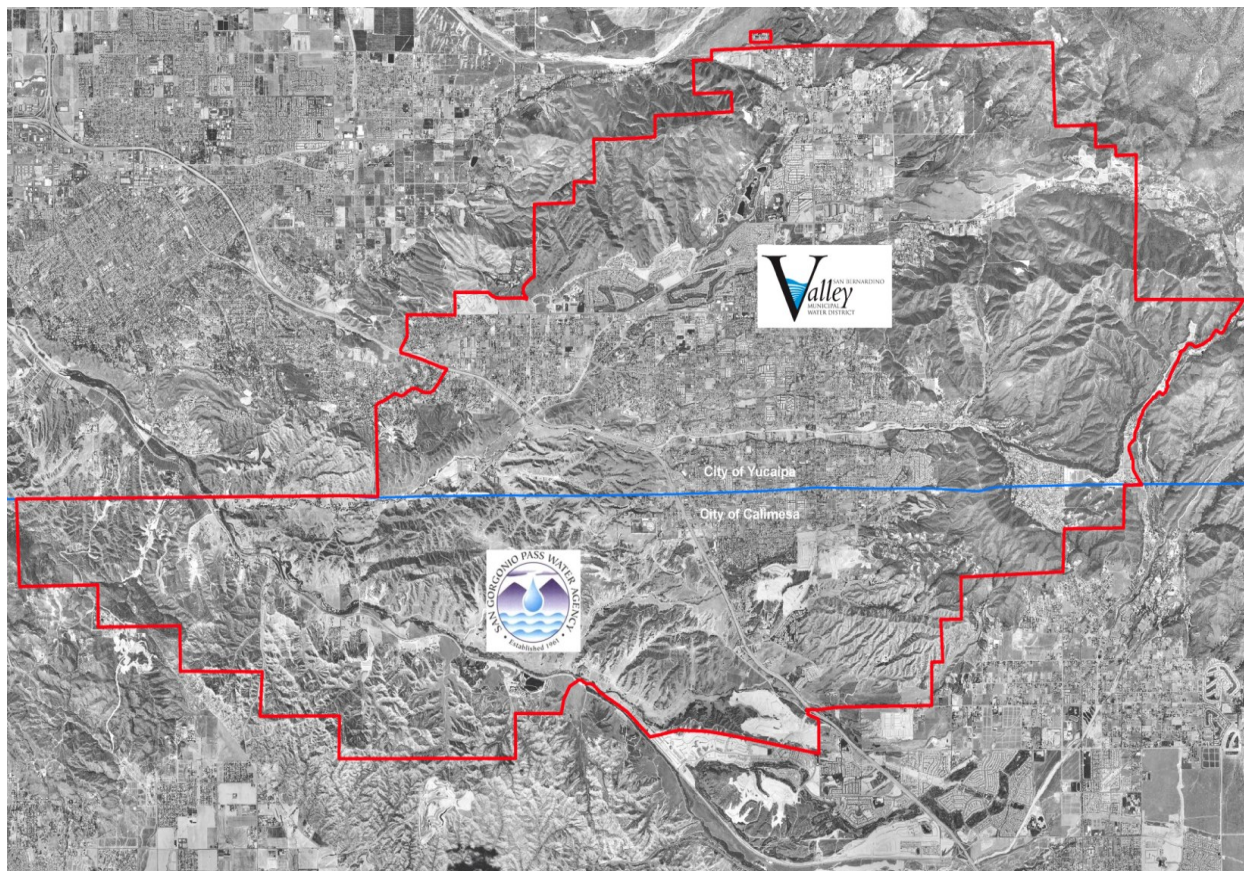
\$399.00
Effective 5/1/19

Potable Water Calculation:

	Calculations
Quantity of Imported Water Delivered to YVWD (AF)	[A]
Quantity of Filtered Water Delivered to Customers (AF)	[B]
Potable Water Consumption By County (kgal)	[C]
Percentage of Domestic Use per County	[D] = % of [C]
Preliminary Allocation of Filtered Water (AF)	[E]=[B]*[D]
Well No. 35 Production (AF)	[F]
Well No. 40 Production (AF)	[G]
Well No. 48 Production (AF)	[H]
Well No. 61 Production (AF)	[I]
Calculation of Filtered Water Use in Riv. Co. (AF)	[J]=[E]-[F]-[G]-[H]-[I]
Revised Allocation of Filtered Water (AF)	[K]
Imported Water Allocated to YVWD (AF)	[L]
Imported Water Allocated to WHMWC (AF)	[M]

Recycled Water Calculation:

Quantity of Recycled Water from Direct Imports (AF)	[N]=[A]-[B]
Amount of Recycled Water from B-8 at Wochholz RWRF (AF)	[O]
Actual Recycled Use in Riv. Co. (AF)	[P]
Revised Allocation of Recycled Water Use from YVRWFF (AF)	[Q]



Anticipated Water Delivery for 2020 - San Geronimo Pass Water Agency

Last year the District ordered 1,150 acre feet of imported water from the San Geronimo Pass Water Agency, but will likely only use 225 acre feet. This year the District staff recommends the purchase of 250 acre-feet for direct delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2020. At the current rate of \$399 per acre foot, the total cost of the imported water from the San Geronimo Pass Water Agency will be \$99,750 [GL Account #02-10316].

Changing Conditions and Uncertainty

The proposed water order identified above is a projection representing the quantity of imported water expected based on current demands and a variety of other issues. If additional imported water is needed or made available, a separate recommendation will be presented for your consideration.

Additionally, the water order placed this year is not an indication of the amount of water needed next year, or in future years.

Excerpt from the SGPWA Meeting Minutes - April 15, 2019

A. Consideration and Possible Action on Resolution 2019-02, Setting a Water Rate. A staff report, Water Rate information sheet dated April 15, 2019, and Resolution No. 2019-02 were included in the agenda package. General Manager Davis explained that the staff report summarizes the activities of the Board on this issue for the last 15 months. At the last workshop the Board agreed that some action would need to be taken sometime this year to increase the water rate, which has not been increased since 2009. The Board directed Staff to return with two options for a water rate increase, one of which would exclude the cost of Nickel water for this year, and the other rate that would recover 50% of the Nickel water for this year. General Manager Davis reviewed with the Board the water rate Information sheet that was included in the agenda packet. He responded to the Board's questions on the water rate information sheet. It was noted that an increase is needed as the Agency has used approximately \$4 million in general fund reserves over the past two years to pay for Nickel water; this is not sustainable in the long term. It was also noted that had a capacity fee been implemented the water rate increase would be lower than what was presented today. General Manager Dan Jagers (BCVWD) and General Manager Joe Zoba (YVWD) spoke in opposition of the water rate increase and objected to both options. Director Stephenson moved, seconded by Director Ball, to approve option 1 and adopt Resolution 2019-02. After discussion President Duncan requested a roll call vote.

<u>Roll Call:</u>	<i>Aye</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>
Director Ball	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director Castaldo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director Fenn	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director Lehtonen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director Thompson	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Duncan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

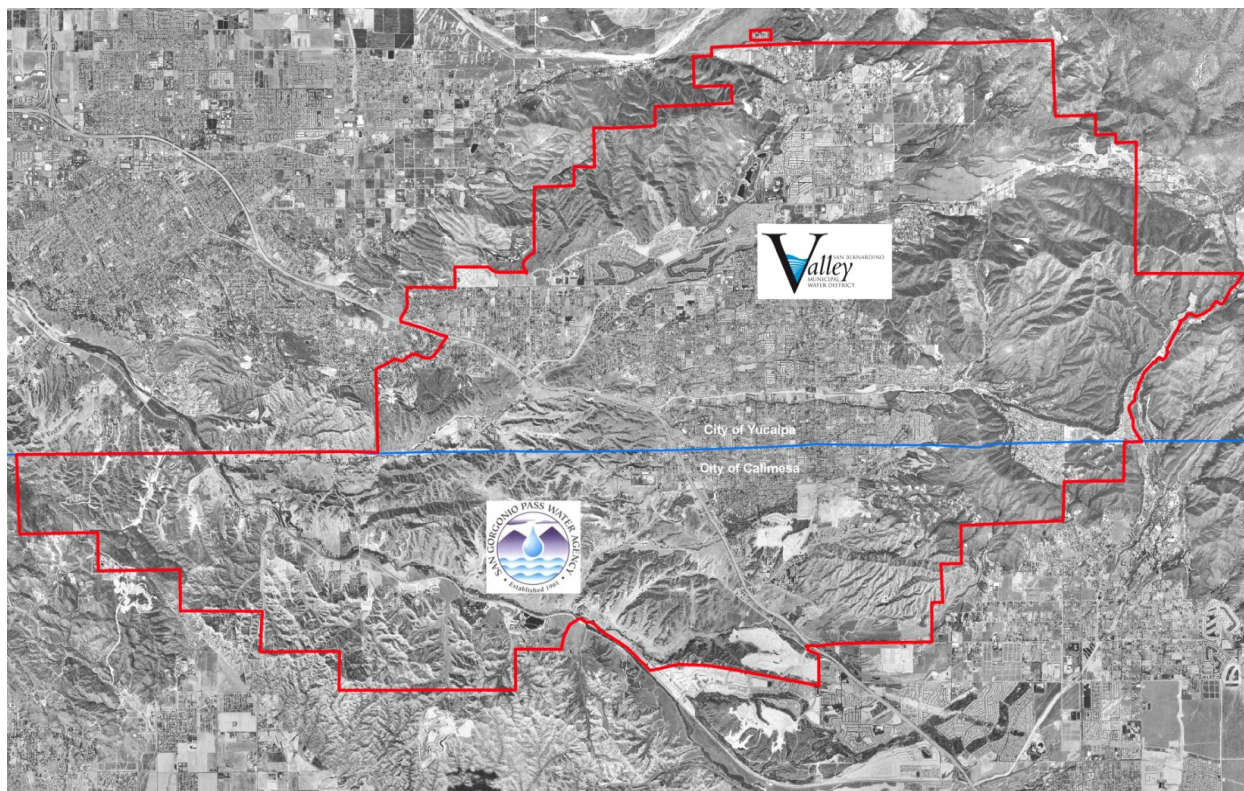
Motion passed 5-2.

On November 18, 2002, the San Bernardino Valley Municipal Water District adopted Resolution No. 888 which describes the rules, regulations, and rates for the sale and delivery of supplemental water. The adopted water rates consist of a \$108/AF energy charge and a \$40/AF conveyance

charge for a total base price of \$148/AF. The following chart illustrates the discounts and surcharges that apply to water purchases.

	Criteria	Payment Method	Discount / Surcharge	Water Rate
Tier I Plan Ahead	Water ordered prior to December 31 st for delivery in the following calendar year.	<u>Option 1</u> - Payment for 1/12 th of the water ordered due at the end of each month for the base price.	0% Discount of base water rate	\$148/AF
		<u>Option 2</u> - Payment in full by January 31 st for discounted rate.	15% Discount of base water rate	\$125.80/AF
Tier II Seasonal Storage	Water ordered for groundwater recharge prior to December 31 st for delivery during January through May of the following year.	<u>Option 1</u> - Payment for 1/5 th of the water is due at the end of each Tier II month for the base price.	0% Discount of base water rate	\$148/AF
		<u>Option 2</u> - Payment in full by January 31 st for discounted rate.	20% Discount of base water rate	\$118.40/AF
Tier III Spot Market Purchase	Water ordered at any time during the calendar year for delivery in the same calendar year.	Payment method pursuant to Section 4.07 of the Rules and Regulations.	25% Surcharge of base water rate	\$185/AF
Outside Water Rates	Water purchased from SBVMWD for use outside of the boundary of SBVMWD.	Payment method pursuant to Section 4.07 of the Rules and Regulations. Rate based on DWR Bulletin 132 Appendix B.	- -	\$378.89/AF

While SBVMWD offers very favorable imported water rates, there is no guarantee to receive the imported water that is ordered and paid for at the beginning of the calendar year. It is possible that operational issues with the State Water Project and/or lack of rainfall in northern California can result in less water being delivered than paid for by the Yucaipa Valley Water District.



Anticipated Water Delivery for 2020 - San Bernardino Valley Municipal Water District

In 2019, the District ordered 7,500 acre feet of imported water from the San Bernardino Valley Municipal Water District. This year the District staff recommends the purchase of 6,000 acre-feet for direct delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2020. At the current rate of \$125.80 per acre foot, the total cost of the imported water from the San Bernardino Valley Municipal Water District will be \$754,800 [GL Account #02-10315]. Payment is due in full by January 31, 2020.

The District staff is reviewing the possibility of purchasing additional imported water for recharge of the Bunker Hill groundwater basin. The discussion regarding this purchase will be considered separately in the near future.

Changing Conditions and Uncertainty

The proposed water order identified above is a projection representing the maximum quantity expected based on current demands and a variety of other issues. If additional imported water is needed or made available, a separate recommendation will be presented for your consideration.



Date: September 3, 2019

Prepared By: Charles Thomas, Operations Manager

Subject: Purchase of Replacement Lamps for the Ultraviolet Disinfection Process at the Wochholz Regional Water Recycling Facility

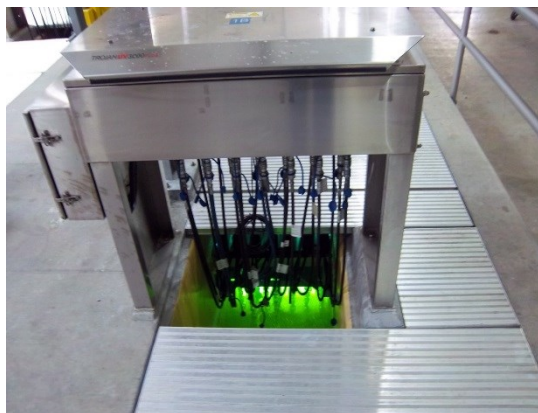
Recommendation: That the Board authorizes the purchase of 336 ultraviolet lamps for a sum not to exceed \$133,954.80 from Trojan Technologies.

The Wochholz Regional Water Recycling Facility utilizes a Trojan 3000+ ultraviolet system for disinfecting the final recycled water produced at the facility. The California Department of Public Health regulates ultraviolet disinfection systems in the State of California and requires the individual ultraviolet lamps be replaced prior to exceeding 9,000 hours of operation, or approximately one year of continuous usage.



The Wochholz Regional Water Recycling Facility was designed with two ultraviolet disinfection channels with each channel containing 168 lamps, or 336 lamps total for the entire facility.

The original procurement documents for the ultraviolet disinfection system provided for guaranteed replacement pricing on the ultraviolet lamps. The current guaranteed replacement pricing is scheduled to expire on September 15, 2019. Lamps purchased before this date cost \$370.00 per lamp, for a total cost (including tax) of \$66,977.40 per channel, or \$133,954.80 for both channels.



The District staff has been staggering the usage of the ultraviolet lamps in each channel to ensure disinfection compliance and reduce the impacts of a negative cash flow throughout each fiscal year. Based on current conditions, the District staff expects to change one channel of ultraviolet lamps during the last half of this fiscal year and the other channel of ultraviolet lamps during the first half of next fiscal year (2020).



November 23, 2007

TrojanUV3000Plus™ Amalgam Lamp Limited Warranty

Warranty Coverage: The following warranty applies to Trojan Technologies Low Pressure Lamps (the "Lamps") for the TrojanUV3000Plus™. The warranty is only valid with respect to a Lamp that is properly stored, handled and installed as specified in the Operation and Maintenance manual supplied with the system in which the Lamp is installed or as outlined in Product Bulletins. Without limiting the generality of the foregoing, any excess vibration or improper operation of a Lamp shall void this warranty. In addition, Trojan Technologies shall not be liable for any Lamp failure which results from UV equipment not being operated and maintained in strict accordance with the instructions set out in the Operation and Maintenance manual or as outlined in Product Bulletins.

In order to process any Lamp warranty claim, Trojan Technologies requires the Customer to provide a copy of the operator's log, all maintenance records and a completed Warranty Claim Form (see attachment) within one (1) month of the lamp failure. Failure to meet these conditions will void the Lamp warranty.

Trojan Technologies also reserves the right to require the Customer to return a failed Lamp to Trojan Technologies' facilities for inspection. Failure to return the Lamp when requested shall void the warranty.

Period of Coverage: Where a Lamp has been stored, handled and installed as specified in the Operation and Maintenance manual or as outlined in Product Bulletins, and the relevant UV equipment has been operated and maintained in accordance with instructions specified in the Operation and Maintenance manual, and:

1. The Lamp fails within the first 9,000 hours of operation, Trojan Technologies shall provide the Customer with a replacement Lamp free of charge.
2. The Lamp fails after 9,000 hours and prior to 12,000 hours of operation, Trojan Technologies shall provide the Customer with a replacement Lamp at a discounted price. The following formula is used to determine the discounted price for replacement Lamps:

$$\text{Replacement Lamp Price} = ((\text{Lamp Operating Hours}) / 12,000 \times \text{Lamp List Price})$$

Regardless of actual Lamp operating hours, the Lamp warranty is void if the date of Lamp failure occurs more than thirty-six (36) calendar months after the Lamp shipment date from Trojan Technologies.

The above operating conditions of Lamps are based on 4 On/Off cycles, on average per 24 hour period, when operated in automatic mode.

Limitations: This limited warranty does not cover:

- Lamps that have been used with parts not supplied or approved by Trojan Technologies
- Lamps that have been physically damaged or fail due to corrosion, exposure to contaminants (e.g. effluent), incorrect installation or operation,
- Costs related to removal, installation, or troubleshooting
- Damage caused by improper return packaging
- Taxes, duties or brokerage fees (if any)

The above warranty is the exclusive remedy for all claims based on a failure of or defect in a Lamp, whether the claim is based on contract (including fundamental breach), tort (including negligence), strict liability or otherwise. This warranty is in lieu of all other warranties whether written, oral, implied or statutory. Without limitation, no warranty of merchantability or of fitness for a particular purpose shall apply to a Lamp.

Trojan Technologies does not assume any liability for personal injury or property damage caused by use or misuse of a Lamp. Trojan Technologies shall not in any case be liable for special, incidental, indirect or consequential damages, even if it has been advised of the possibility thereof. Trojan Technologies' liability shall not, in any case, exceed the cost of replacement of a defective Lamp.



Date: September 3, 2019

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Amendment No. 2 to Recharge Testing to Evaluate the Long-Term Infiltration Rates in the Western Portion of the Beaumont Basin - Calimesa Lake and Spreading Basin

Recommendation: That the Board authorize the General Manager to execute a contract for Amendment No. 2 with Geoscience for a sum not to exceed \$456,064.

Like most water agencies in the arid southwest, the Yucaipa Valley Water District is confronted with increased drinking water demands due to the increased population and limited local water supplies. The Yucaipa Valley Water District is somewhat unique given the strict regulatory requirements that necessitate desalination of recycled water supplies to protect local groundwater basins pursuant to the 2004 Regional Water Quality Control Basin Plan for the Santa Ana Region.

To address a wide range of regional issues, the District has developed the Yucaipa Valley Regional Water Supply Renewal Project to accomplish the following objectives:

REGIONAL BENEFITS:

- Provide the Yucaipa Valley with a renewable water resource that will be a reliable water supply in the upper Santa Ana Watershed.
- Protect and enhance the regional groundwater quality by exporting concentrated salt brine that would normally accumulate in the groundwater supplies impacting future uses.
- Reduce the critical overdraft of the Yucaipa, Beaumont, and San Timoteo basins by augmenting the historic freshwater production from the local groundwater supplies.
- Encourage economic and environmental growth of the region by balancing water demands.



WATERSHED BENEFITS:

- Equip the Wochholz Regional Water Recycling Facility with advanced treatment including reverse osmosis to achieve an advanced, pure, and renewable water resource.
- Protect water quality in the Santa Ana Watershed by maintaining high quality water in the upper watershed as the water of the upper basins eventually flows to the downstream basins.

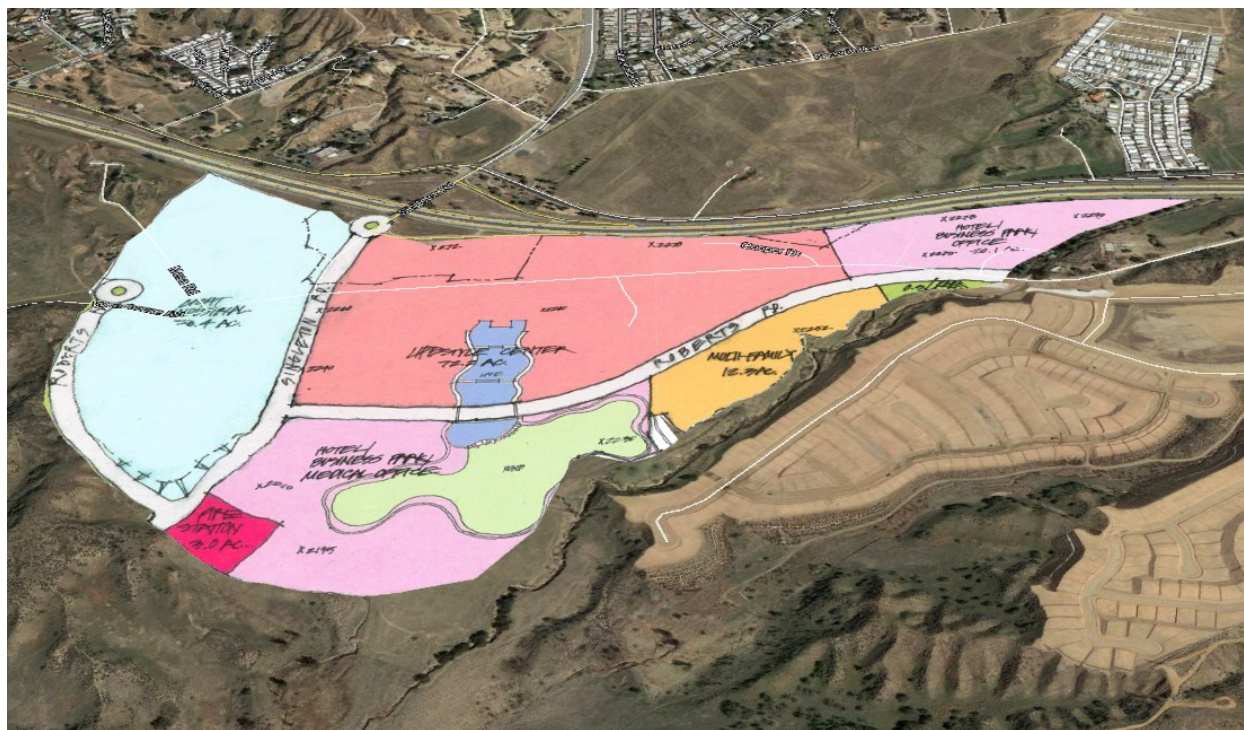
- Rely upon the Inland Empire Brineline, originally constructed by the Santa Ana Watershed Authority, and utilize the 15-mile brineline extension constructed by the Yucaipa Valley Water District.
- Consider achieving a zero-discharge of treated wastewater to provide the ultimate protection of downstream water resources consistent with the goals of the Clean Water Act.

STATE OF CALIFORNIA BENEFITS:

- Reduce the need for water to be imported from northern California that would normally be required to meet future water demands allowing more water to remain in the Sacramento Delta.
- Implement conservation programs, including efficiency water use and water recycling, consistent in protecting the water resources of the State of California.

The Yucaipa Valley Regional Water Supply Renewal Project

The Yucaipa Valley Regional Water Supply Renewal Project is an innovative salinity control project that will effectively eliminate the buildup of minerals in the Yucaipa Valley that would typically degrade drinking water supplies. The overall project involves expanded reverse osmosis infrastructure at the Yucaipa Valley Regional Water Filtration Facility (Salinity Concentrate Reduction and Minimization “SCRAM” System); an expanded reverse osmosis and treatment infrastructure at the Wochholz Regional Water Recycling Facility (Salinity and Groundwater Enhancement “SAGE” Project); and a recharge facility at the Calimesa Lake and Spreading Basins. Coupled with the District’s aggressive recycled water program, these projects will minimize the amount of water imported from the fragile ecosystem in northern California and allow for the maximum use of high-purity recycled water.

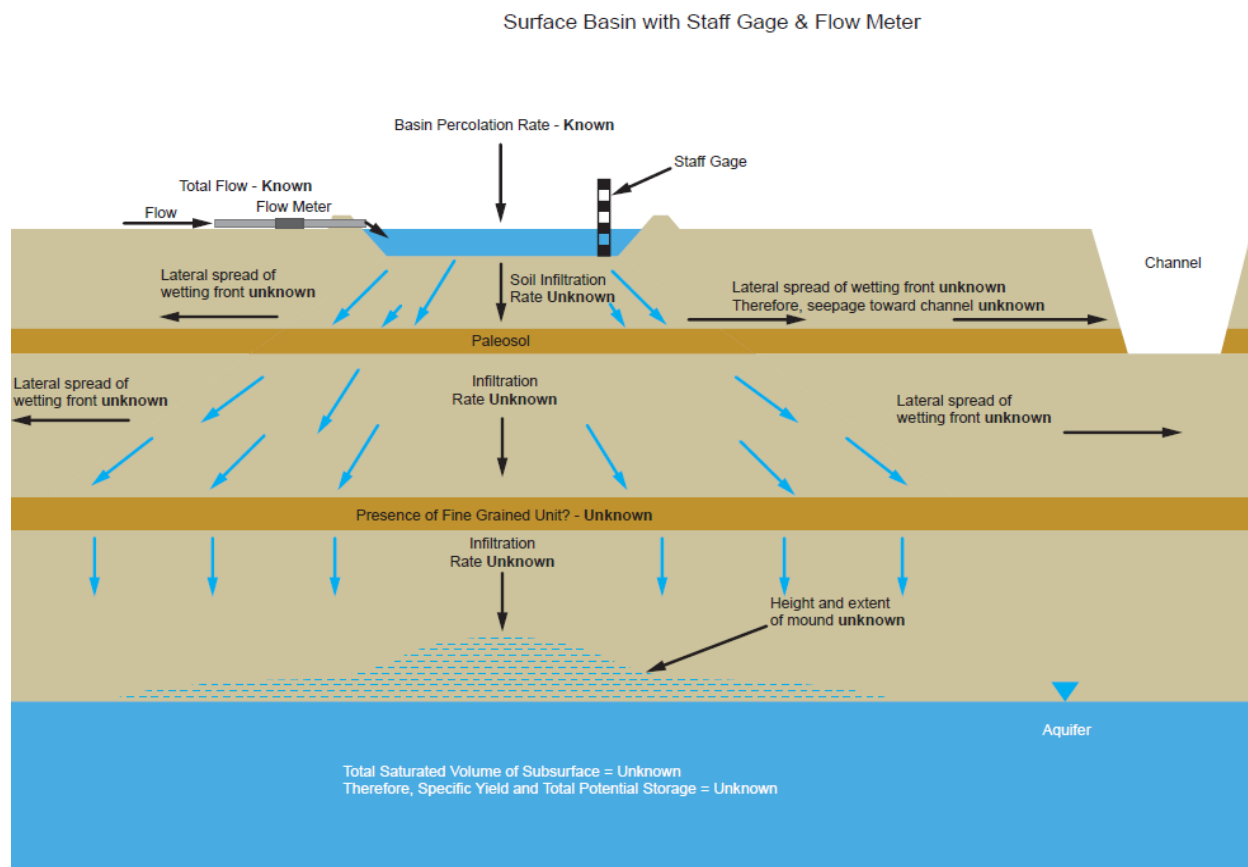


Long-Term Infiltration Study for the proposed Calimesa Lake and Spreading Basins

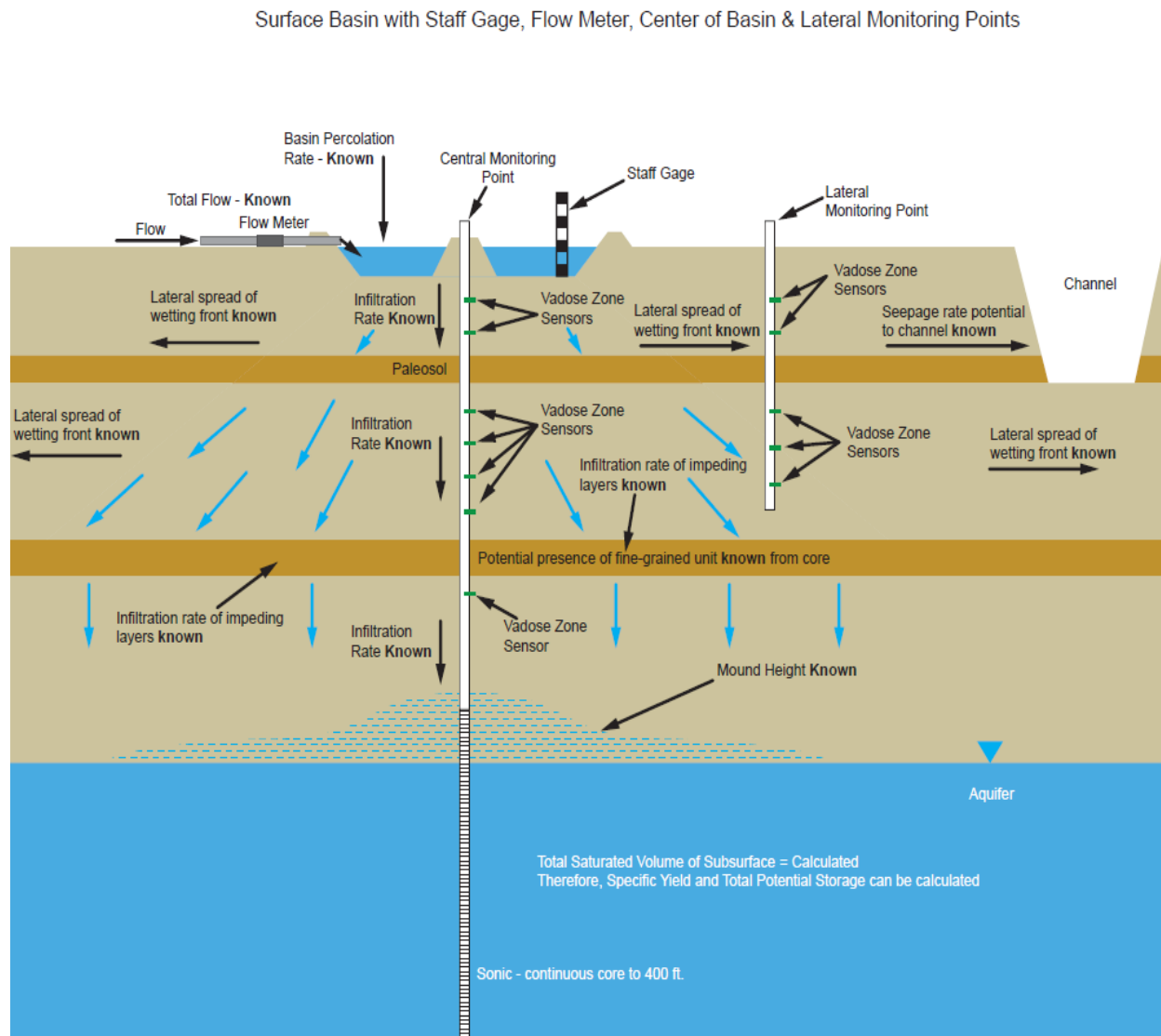
The District staff has been working with Geoscience for the development and operating plan for the proposed Calimesa Lake and Spreading Basins. Based on a thorough evaluation and study of the groundwater basin, the District will be able to effectively operate and manage the westerly portion of the Beaumont Basin consistent with the [adjudication](http://www.beaumontbasinwatermaster.org/) overseen by the Beaumont Basin Watermaster (<http://www.beaumontbasinwatermaster.org/>)



The District staff recognizes that a limited recharge study would not be sufficient in this case to answer all of the pending questions and issues. As shown in the illustration below, by simply measuring the percolation rate of the basin, there would be several other factors that remain unresolved.



Therefore, the original scope of services was developed to utilize a methodology with monitoring wells that will be able to determine: the water mounding effect; the lateral movement of subsurface water; the infiltration rate in the vadose zone; all used to calculate the specific yield and total potential of storage when the spreading basins are constructed.



The District has received written authorization from the property owner to conduct the work at this location.

Geoscience Contract - Amendment No. 1

Amendment No. 1 was approved by the Board of Directors on June 4, 2019 [Director Memorandum No. 19-057] and consisted of the following tasks.

Task 3 - Installation of Vadose Zone and Groundwater Monitoring Points

Overall, the construction of all of the monitoring equipment took longer than anticipated. Additional drill rig time and installation time was needed because the drilling logs suggested that there may be an offset in the subsurface soils along a fault and potentially a perched groundwater condition. Therefore, Geoscience deepened Location #2 to make sure that the soil materials encountered in the upper 95 feet in Location #1 was penetrated.

Geoscience also installed a piezometer to make sure groundwater levels could be measured to assess potential perched conditions.

Based on the lithology encountered in the unsaturated zone Geoscience thought it was prudent to have a subsidence benchmark placed and survey to detect whether hydro-compaction would be induced when the vadose zone was saturated during the test.

Geoscience also equipped two additional wells (Location 2 piezometer and the residential well) from their initial quote.

The additional costs for Task 3 are detailed in the attached table and are composed of staff time, additional subcontractor costs, and reimbursables.

The total additional cost for Task 3 is \$33,244.

Task 4 - Pilot Testing - Artificial Recharge Basin Construction and Monitoring

This task includes the addition of climate equipment including an evaporation pan and rain gauge which was not included in the original estimate. The local data was determined to be insufficient for the precise nature of this study.

The soil types were found to be much more variable across the area than initially determined from the two instrumentation borings. The District agreed to evacuate the basin by pumping the water into the adjacent fields so as to dry out the basin as quick as possible. After the basin dried, Geoscience conducted additional investigations using 12 hand drilled borings to explore the distribution of soil types beneath the bottom of the basin across the basin. Geoscience also completed seven shallow percolation tests to assess the percolation rates of the various shallow subsurface soil types to develop an initial estimate of potential infiltration. Based on these investigations and shallow test pits conducted at the site with the District staff, Geoscience recommended the depth of removal of soils for the pilot test.

The additional new subtasks completed as a part of Task 4 to date are detailed in the attached table. The new subtasks are described in bold font. Where additional costs were incurred on old tasks, the explanation is in bold within the description.

The total additional cost for Task 4 is \$68,220.

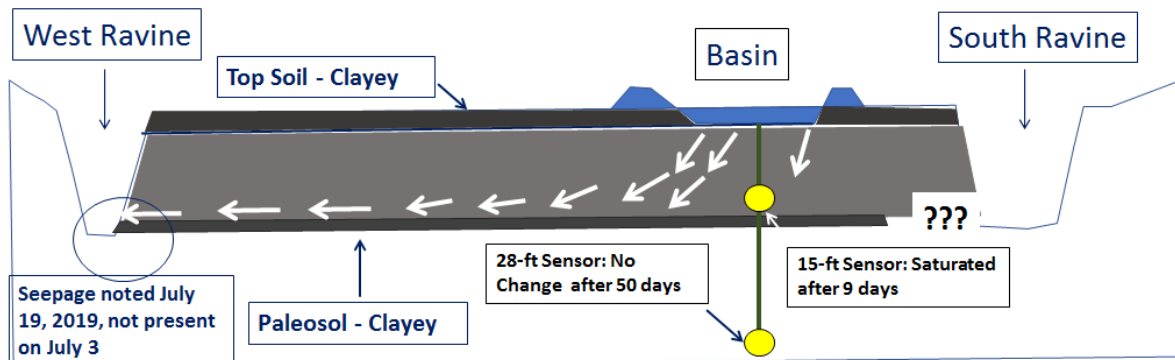
Geoscience Contract - Amendment No. 2

Based on the results of this study to date, the infiltration testing showed the movement of groundwater in a westerly direction prior to reaching the groundwater basin.



The following illustration shows how it is possible for the recharge water to move laterally instead of vertically to the groundwater basin.

Hydrogeologic Conceptual Model Shallow Zone

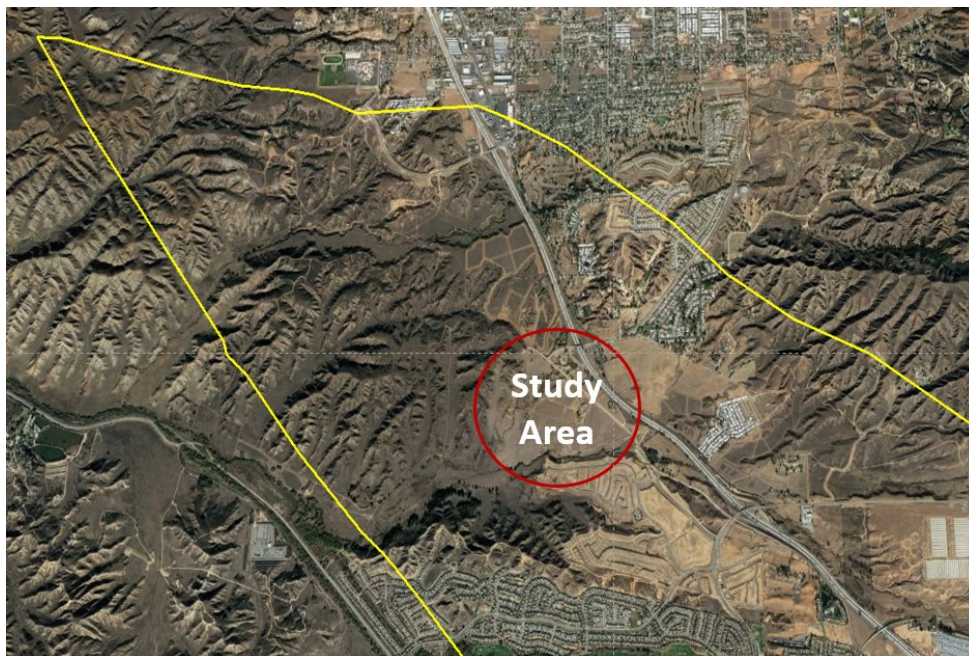


As a result of the initial testing, the District staff requested a proposal from Geoscience to conduct additional geological testing in the easterly portion of the groundwater basin. The attached scientific study has been developed to: (1) conduct additional exploratory drilling and testing; (2) perform additional infiltration testing; (3) prepare a groundwater model that will be used to support the recharge of recycled water at this location.

The overall goals of this next phase of the project include:

- Confirm the westerly movement of water from the existing pilot basin, above the perching layer;
- Explore subsurface geology in the eastern portion of the site;
- Depending on the subsurface geologic conditions, conduct infiltration testing using methods that will provide data for potential surface spreading or injection;
- Conduct groundwater modeling to provide a preliminary evaluation of potential travel times for the recycled water in the subsurface; and
- Conduct seismic reflection surveys to explore the subsurface on and offsite within a six-month travel time of recharge locations

As discussed at the board workshop on August 27, 2019, this portion of the Beaumont Basin has not been studied as much as other areas of the basin.



While the additional scientific studies are expensive, the information and knowledge obtained will allow the District to make better informed decisions. Additionally, the scope of services allows the District to stop the investigation without completing the entire scope of work.

Financial Analysis

This project is not included in the current operating budget. Funds for this project will be split equally between the Water Division - Depreciation Reserves (02-10310) and Sewer Division - Depreciation Reserves (03-10310).

GEOSCIENCE

The First Name in Groundwater

August 15, 2019

Mr. Joe Zoba
General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

Re: Proposal for Additional Tasks Associated with the Geohydrologic Investigation to Assess Artificial Recharge Feasibility at the Proposed Oak Valley Town Center, Calimesa, California.

Dear Joe:

GEOSCIENCE Support Services, Inc. (GEOSCIENCE) appreciates the opportunity to provide additional services in determining the feasibility of developing an artificial recharge project using recycled water at the proposed Oak Valley Town Center (site). The recycled water utilized for recharge would be supplied from the Henry N. Wochholz Regional Recycling Facility (WRWRF). Work to date was concentrated in the vicinity of the initial location of the proposed lakes as provided by the site developer. After fifty-five (55) days of pilot basin spreading, data indicates that water placed into the pilot recharge basin is perched on a fine-grained soil unit and migrating westerly to the ravine located along the western portion of the site. Therefore, surface spreading of water cannot be conducted in this area. Use of this western portion of the site for recharge would involve placing water beneath the perching layer. In addition, limited investigations to date suggest that the perching layer may not be everywhere present on site. Therefore, to further investigate the feasibility of conducting aquifer storage and recovery using recycled water at this site, the current proposed scope of work will include:

- 1) confirm the westerly movement of water from the existing pilot basin, above the perching layer,
- 2) explore subsurface geology in the eastern portion of the site,
- 3) depending on the subsurface geologic conditions, conduct infiltration testing using methods that will provide data for potential surface spreading or injection,
- 4) conduct groundwater modeling to provide a preliminary evaluation of potential travel times for the recycled water in the subsurface, and
- 5) Seismic reflection surveys to explore the subsurface on and offsite within a six-month travel time of recharge locations

This proposal includes the recommended approach and rationale for the expanded geohydrologic investigation. We assume that the YVWD crew will provide access to the borehole locations by clearing site brush. After each task, we will consult with YVWD and make recommendations to proceed with subsequent tasks as outlined below. The Task numbers shown below are a continuation of the tasks

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www.gssiwater.com

from the previous phases of the investigation. We have also included in this scope additional budget required from previous tasks.

Scope

Task 4, Task 5, and Task 6 have been included in previous proposals and project contract approvals. Additional effort has and will be required for these tasks going forward. Additions to these tasks will be described after new Task 7, Task 8, Task 9, and Task 10.

Task 7.0 Exploratory Drilling and Testing

Task 7.1 Construction Management

GEOSCIENCE will provide construction management services during the Geohydrologic Investigation to ensure that all aspects of the project are carried out in a proper and efficient manner. Construction management activities will include, but not be limited to: developing scope and methods with contractor, review of contractor invoices to ensure accuracy and completeness, preparation of a final “punch list”, and filing of essential paperwork, correspondence, field notes, etc. Weekly email and/or phone updates will be provided along with submittal of relevant photographs. GEOSCIENCE will inspect the site during drilling subcontractor demobilization, verify punch list completion, and make sure that the site is restored to conditions acceptable to the client.

Task 7.2 Dig Alert Notification

The GEOSCIENCE team will notify Dig Alert (also known as Underground Service Alert of Southern California) by calling phone # 811 at least 72 business hours prior to any drilling activities. The borehole locations will be properly marked in the field prior to Dig Alert notification. The GEOSCIENCE team will obtain a Dig Alert Ticket for the boreholes and maintain the Tickets throughout completion of the project. GEOSCIENCE will review the Dig Alert Tickets for confirmation prior to mobilization.

Task 7.3 Confirmation of Migration of Recharged Water from the Pilot Recharge Basin

Six (6) wetting front validation boreholes will be drilled by the direct-push method to estimated total depth of 40 feet beneath ground surface (ft bgs). The direct push borings will be completed utilizing a track-mounted Geoprobe rig equipped with 1 ½ or 2-inch diameter direct-push rods. Soil samples will be collected continuously from ground surface to total depth in each borehole utilizing acetate sample sleeves fitted inside a direct push sampler attached to the base of the direct-push rod string. Field inspection will be provided by GEOSCIENCE during borehole drilling to ensure that formation samples are properly collected. Samples will be visually logged in the field using the Unified Soil Classification System (USCS). Representative soil samples from each direct push borehole will be archived in chip trays at approximately 1 foot intervals. After completion of each boring the hole will be backfilled with

granular bentonite and hydrated. The proposed locations for the wetting front validation boreholes is shown on Figure 7-1.

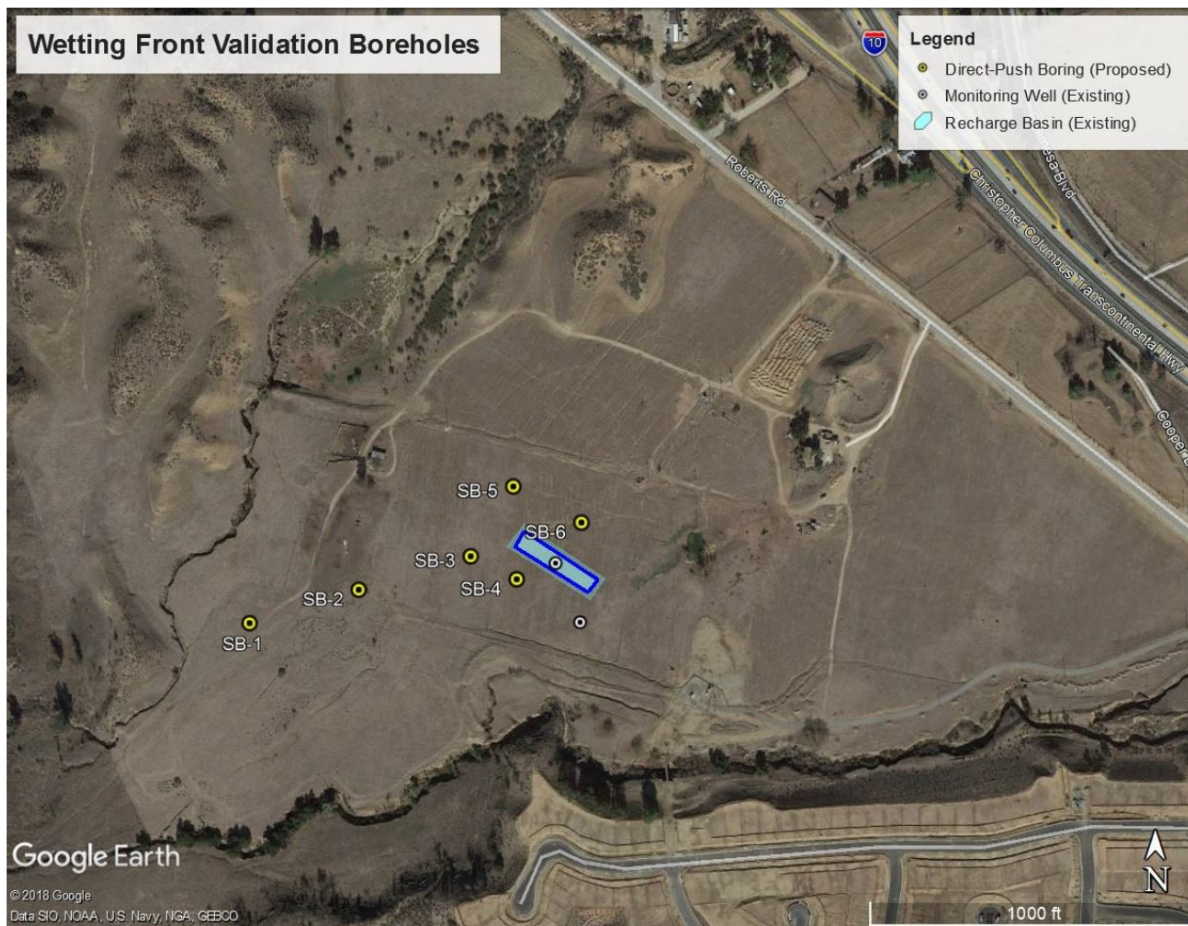


Figure 7-1. Proposed Wetting Front Validation Boreholes Location Map

Task 7.4 Exploratory Borings – Eastern Site Area

Exploratory borings will be drilled to determine the vertical distribution of subsurface soil types and specifically to determine whether a perching layer is present in the eastern site area. The locations of the eight borings were tentatively selected based by the revised locations of the lakes provided by the site developer (see Figure 7-2). Eight (8) exploratory boreholes will be drilled in the eastern portion of the site in and around the location of the new lakes. Borings will be drilled to total depth of approximately 100 ft bgs (estimated depth of static water level) utilizing a bucket auger drill rig equipped with a 24-inch diameter auger bucket. Field logging will be provided by GEOSCIENCE during borehole drilling to ensure that formation cutting samples are properly collected continuously at 5 ft intervals (or more frequently depending on the stratigraphy encountered). Samples will be logged in the field using the USCS visual method. Ten (10) undisturbed analytical soil samples will be collected at

various depths from each borehole utilizing a California modified sampler fitted with 2.5-inch diameter brass sleeves (Eighty [80] samples total). The undisturbed soil samples will be properly sealed and labeled with corresponding borehole number, sample depth, date, and sample collection time. Each sample sleeve will additionally be labeled with the 'top', 'bottom', and 'up direction arrow' marked with a black sharpie pen. The selected soil samples will be submitted to a State certified geotechnical laboratory with proper chain-of-custody for vertical hydraulic conductivity analysis. Representative soil samples from each exploratory borehole will be archived in chip trays at minimum 5 foot intervals.

Task 7.4.1 – Downhole Lithologic Logging

Five boreholes will be selected for downhole lithologic logging. A geologist will enter the borehole to visually observe the materials in the borehole walls and confirm and refine the geologic log of the borings prepared from surface cuttings. Including observations as to the presence of a paleosol(s), induration of the soil materials, moisture content, bedding strike and dip, and presence of any other features that would suggest potential impedance of vertical movement of groundwater. After completion of lithologic logging of each eastern site exploratory boring all but the selected three to be used for permeability testing (Task 8.1) will be backfilled with native soil and tamped. The borings used to construct permeameters, after testing, will be re-drilled and then backfilled with native soil and tamped. GEOSCIENCE will inspect the borehole destruction to ensure proper implementation. The locations of proposed exploratory boreholes and permeameters are shown on Figure 7-2.

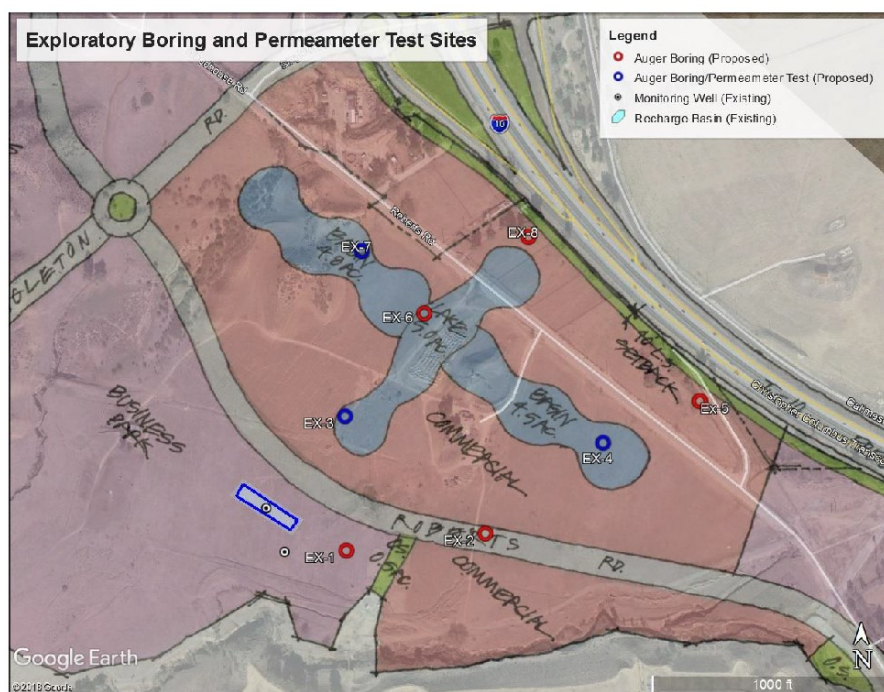


Figure 7-2. Proposed Exploratory Boreholes and Permeameters Location Map

Task 7.5 – Elevation Survey of Land Surface at Boring Locations

A surveyor will be subcontracted to determine the elevation at the top of each borehole. The elevation data will be used along with the information from the lithologic log to prepare elevation contours for lithologic contacts or key lithologic units if noted to be present in the borings. If a perching layer is widespread, the layer distribution and thickness will be shown on a map. The data will be used to assess the depth of interest for the Task 8 – Infiltration Testing.

Task 7.6 Mechanical Grading Analyses and Hydraulic Conductivity Calculations

GEOSCIENCE will review the lithology encountered, and select and conduct mechanical grading analyses (MGA) on four (4) soil samples from each of the eight (8) eastern site exploratory boreholes (thirty-two [32] MGA samples total). GEOSCIENCE will perform hydraulic conductivity calculations for the corresponding geologic materials collected from each bucket auger borehole.

Task 8.0 – Infiltration Testing

If the data from Task 7 is favorable for groundwater recharge, Geoscience will provide a recommendation to YVWD to conduct infiltration testing. If a perching layer is not present in the eastern portion of the site, borehole permeameters will be used to evaluate the hydraulic conductivity of the subsurface materials for evaluation of surface spreading capacity. Borehole permeameter testing is described under Task 8.1 below.

If a perching layer is found to be present in the subsurface across the site at a depth that cannot be removed under current planned cut and fill operations, then infiltration testing of the materials below the perching layer will be carried out as described under Task 8.2 below.

Task 8.1 Permeameter Installation, Equipping, and Testing

Permeameters will be installed and tested at three (3) of the eastern site exploratory boreholes. Construction of each permeameter will include 12.75-inch outer diameter (OD) flush-threaded Schedule 80 PVC casing and screen installed from 1 ft above ground surface (ags) to the total depth of the respective borehole. The screen interval at each permeameter will be selected based upon the lithologic log of the boring. Well screens may be installed from 14 to 99 ft bgs. If a perching layer is discovered in the eastern portion of the property, then well screen will extend from below the perching layer to the bottom of the borehole. The area adjacent to the perching layer will be sealed with bentonite. A flush-threaded PVC bottom cap will be attached beneath the well screen at 99 ft bgs. Blank PVC casing will extend from 1 ft ags to the top of the well screen. The screen will be 12.75-inch OD slotted Schedule 80 PVC screen with 0.040-inch slot width. Heavy duty basket type centralizers will be installed on the PVC well casing and screen at approximately 5, 34, 64, and 99 ft bgs at each permeameter. The PVC casing and screen will be manufactured by Sinclair Well Products & Services or approved equivalent. We assume that the District will provide pea gravel for the annular filter to be will be installed from 0 to 100 ft bgs.

Prior to testing, each permeameter will be equipped with the following components:

- Above ground temporary water supply piping or hose connected to local hydrant (It is assumed that YVWD will provide water, piping and hosing as necessary to get water to each of the permeameter locations for testing);
- Inline water supply totalizing flowmeter;
- Float valve set at approximately 1 to 2 ft bgs to maintain constant water head in permeameter for infiltration testing;
- Injection piping to convey input water to the permeameter at depth beneath the float valve;
- A pressure transducer installed at a depth beneath the injection piping in the permeameter;
- Perimeter security fencing.

A constant head permeability test will be conducted at each permeameter using a modified version of test method ASTM 2434. The constant head permeability test will be conducted by filling the permeameter casing and filter pack with water. The level of the water will be maintained at a constant level using the float valve installed at approximately 1 to 2 ft bgs in the permeameter. The water level in the permeameter will be documented using a pressure transducer programmed to log measurements at 1-minute intervals throughout each test. Manual water level measurements will be taken regularly when GEOSCIENCE is onsite to verify transducer water level measurements and to make sure that the float valve is maintaining a constant water level. Water flow will be measured using a totalizing flowmeter. The water supply piping will remain submerged throughout testing at each permeameter to minimize turbulence. The test at each permeameter will be continued until the water take remains constant for a minimum of eight (8) hours.

Task 8.2 Drywell Construction and Testing

Based on the findings of the borehole exploration, if a perching layer is present throughout the site, the existing basin footprint may be used to construct drywells to evaluate the capacity of a drywell to transmit water below the perching layer to the groundwater surface at this location. The existing vadose instrumentation located within the existing basin will be used to track vertical movement of recharged water.

Four (4) drywells will be constructed in the footprint of the existing basin. The drywells will be constructed by drilling a 36-inch borehole to a selected depth below ground surface. The boreholes will be backfilled with gravel from the bottom of the borehole to the surface. Water will be introduced into the boreholes and maintained at a constant level for measuring infiltration rates using equipment similar to that described under Task 8.1 above. Costs for this will be provided at a later date if this Task 8.2 is required.

Task 9.0 Groundwater Modeling

Task 9.1 Construct a Focused Groundwater Model

The data from Task 7 and Task 8 will be reviewed. If the data further suggest recharge feasibility, Geoscience will provide a recommendation to YVWD to move forward with construction of a focused model for the project area. The focused model will be constructed using the existing model used by the Beaumont Basin Watermaster for the Beaumont Basin. The focused model will include use of all data through present. The focused groundwater flow model will be calibrated. The calibration will be performed using the “history matching” technique. In this method, the historical groundwater level data will be compared with model generated groundwater levels. This will include data used in the previous modeling efforts. Results of the model calibration will be explained in terms of calibration statistics, plots of observed versus model-generated water levels and transient hydrographs of observed versus model-generated heads for specific wells. The calibration statistics will be used to determine the accuracy of the updated model and the uncertainty of predictive results.

The flow model calibration will be conducted based on the guidelines documented in “Standard Guide for Comparing Ground-Water Flow Model Simulations to Site-Specific Information” (ASTM, 1993), “Standard Guide for Calibrating a Ground-Water Flow Model Application” (ASTM, 1996) and “Guidelines for Evaluating Ground-Water Flow Models” (USGS, 2004).

Once the flow model is constructed and calibrated, the solute transport model component will be added to the model by incorporating solute transport model parameters such as dispersivity and effective porosity.

Task 9.2 Run predictive scenarios to determine the retention time from the recharge location to potential production wells and to determine the percentage of recycled water in blend water from production wells.

In order to determine the retention time from the recharge/injection locations to potential production wells, groundwater flow model (MODFLOW) and particle tracking technique (MODPATH) runs will be made. Groundwater solute transport model (MT3DMS) runs will also be made to quantify the percentage of recycled water in blend water from production wells. Up to 10 model scenarios will be made by varying recharge/injection locations and potential new production well locations. Each scenario includes MODFLOW, MODPATH and MT3DMS runs.

Task 9.3 Prepare Draft and Final Technical Memorandum

A draft technical memorandum will be provided to summarize the results from Tasks 9.1 and 9.2. The report will be finalized based on comments from the reviewers.

Task 9.4 Prepare for and Attend Two (2) Meetings

GEOSCIENCE will attend meetings as necessary to coordinate project activities and report on project results. For cost estimating purposes, two meetings are assumed.

Task 10.0 Seismic Reflection Surveys

Task 10.1 Oversight/Seismic Reflection Surveys/Data Review

Based on the groundwater modeling, Geoscience will provide a recommendation to YVWD to conduct additional seismic surveys in the project area. A seismic reflection survey will be conducted to provide subsurface information in the area of the basin within a 6-month to 12-month travel time as established from the groundwater modeling in Task 9. GEOSCIENCE will be in the field to oversee the start of two (2) seismic reflection surveys. Southwest Geophysics will conduct the two (2) proposed seismic reflection surveys (SR-2 and SR-3) at the approximate locations shown on Figure 10-1. The final locations will be selected after the groundwater modeling has been conducted. The proposed SR-2 seismic reflection survey is 800 ft long and is an extension of the previously completed seismic reflection survey (SR-1) with a 400 ft overlap. Proposed seismic reflection survey SR-3 is 3,000 ft long, is centrally located at the site, and will provide important geophysical data to support the geohydrologic site investigation. Southwest Geophysics will collect the geophysical survey data, process the data, and provide an initial interpretation of the seismic reflection data for both surveys.

GEOSCIENCE will review the geophysical interpretation with reference to the local geology, nearby geologic logs and geophysical data. The selection of locations for potential surface spreading site(s) and/or injection well(s) will be based on the seismic reflection survey results in conjunction with the rest of the geohydrologic investigation data. Example photographs of seismic propelled energy generator and geophone are shown in Figures 10-2 and 10-3, respectively.

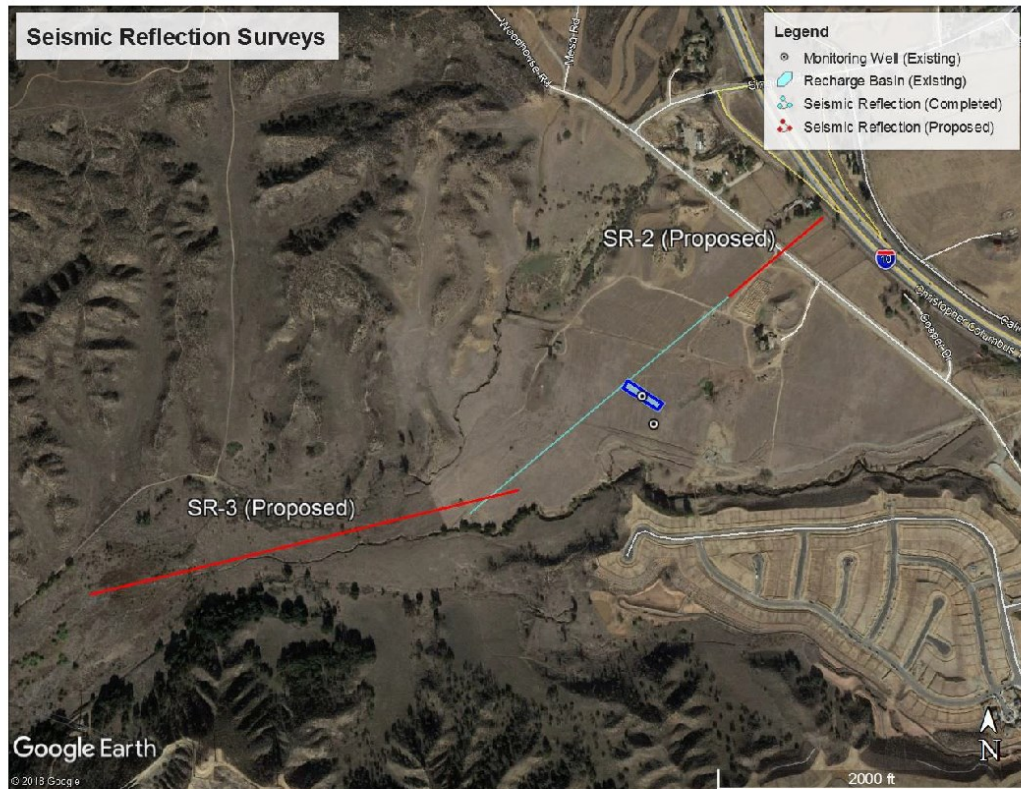


Figure 10-1. Proposed Seismic Reflection Surveys Location Map



Figure 10-2. Seismic Reflection Survey Propelled Energy Generator



Figure 10-3. Seismic Reflection Survey Geophone

Task 11.0 Disassemble and Backfill Pilot Infiltration Basin, and Construct Monitoring Surface Completions

Task 11.1 Disassembly of Pilot Infiltration Basin Equipment

GEOSCIENCE will disassemble and remove all equipment utilized at the Pilot Infiltration Basin. The equipment will be re-located to be used for the permeameter testing. Equipment to be removed includes but is not limited to the following:

- Flowmeter
- Flow control valve
- Sonic sounder
- SCADA system
- Evaporation pan
- Solar panel station
- Hoses and pipes utilized for basin filling
- Fencing

GEOSCIENCE will also return all rental equipment (fencing) to corresponding vendors.

Task 11.2 - Basin Backfilling and Restoration

After disassembly and removal of all equipment at the pilot infiltration basin, YVWD staff will backfill and restore the basin area to original grade. GEOSCIENCE will visit the site once during the backfill and restoration to photograph the final site condition.

Task 11.3 - Construction of Monitoring Point Surface Completions

GEOSCIENCE recommends that the monitoring points constructed be commissioned as long term monitoring points for the recharge operations. Therefore, a subcontractor will construct the surface completions including locking steel monuments, cement pads, and associated traffic bollards at monitoring locations No. 1 and No. 2. GEOSCIENCE will inspect construction of both surface completions. If the District desires that the monitoring points be abandoned, then costs for this activity will be provided at such time.

Additional Costs to Previous Tasks

Task 4.0 Pilot Testing - Artificial Recharge Basin Construction and Monitoring

During the basin monitoring period additional site visits and field reconnaissance time has been required as well as additional analysis related to assessment of the fate of the recharge water.

4.6 On-Site For Hand Water Level and Downloading Monitoring Well

During the basin monitoring period additional time was required for water level measurements and data downloading. The costs shown on the attached table includes additional hours above the current contract to include the additional work.

4.7 Additional As-Needed Project Management Support

During the basin monitoring period additional time was required for additional as-needed project management support. The costs shown on the attached table includes additional hours above the current contract to include the additional work.

4.10 Data Downloads During Down Periods

During the basin monitoring period additional time was required for data downloads during down periods. The costs shown on the attached table includes additional hours above the current contract to include the additional work.

Task 5.0 Reporting

5.1 Prepare Weekly Plots of Data

During the basin monitoring period additional time was required for preparation of weekly data plots. The costs shown on the attached table includes additional hours above the current contract to include the additional work.

5.2 Draft Geohydrologic Investigation Summary Report

Additional effort will be required to incorporate the findings and prepare analysis of the additional testing into the draft report. The estimate of costs shown on the attached table includes additional hours above the current contract to include the additional data and analysis.

5.3 Final Geohydrologic Investigation Summary Report

Additional effort will be required to incorporate the findings and prepare analysis of the additional testing into the final report. The estimate of costs shown on the attached table includes additional hours above the current contract to include the additional data and analysis.

Task 6.0: Meetings, Presentations, and Ongoing Evaluation of Data

Task 6.1 Project Management and Meetings

For the additional investigation and testing, GEOSCIENCE anticipates we will participate in four (4) progress meetings with YVWD personnel by conference call or at the site during field work. GEOSCIENCE will attend one (1) meeting to present the results to YVWD staff, and one (1) meeting to present the results to the Board of Directors as requested. During the basin monitoring period additional time was required for meetings and presentations.

Task 6.2 Field Meeting and Project Management

Prior to mobilization GEOSCIENCE will coordinate with the YVWD team to locate areas that will require clearance for drill rig access. After access is prepared GEOSCIENCE will inspect the proposed drilling locations to identify and assess any logistical issues that may need to be addressed. A field meeting will be conducted on-site to meet face-to-face with key project individuals to make sure that everyone understands the intent, objectives, tasks, budgets, schedules, project requirements, hydrogeologic and logistical matters, milestones, and deliverables. GEOSCIENCE will stake the proposed drilling locations at the time of the field meeting and at least 48 hours prior to Dig Alert notification(s). Prior to any subsurface work, GEOSCIENCE will check Dig Alert notifications provided by drilling subcontractors for subsurface utilities clearance.

Cost Estimate

Each Task will supply data to evaluate and decide whether the next subsequent tasks should be completed. Our cost proposal for the entire scope of work is \$456,064 as detailed in the attached Table 1.

Schedule

The proposed project schedule is presented in the attached Gantt chart.

Thank you for the opportunity to submit this proposal. If you have any questions, please contact us at (909) 451-6650.

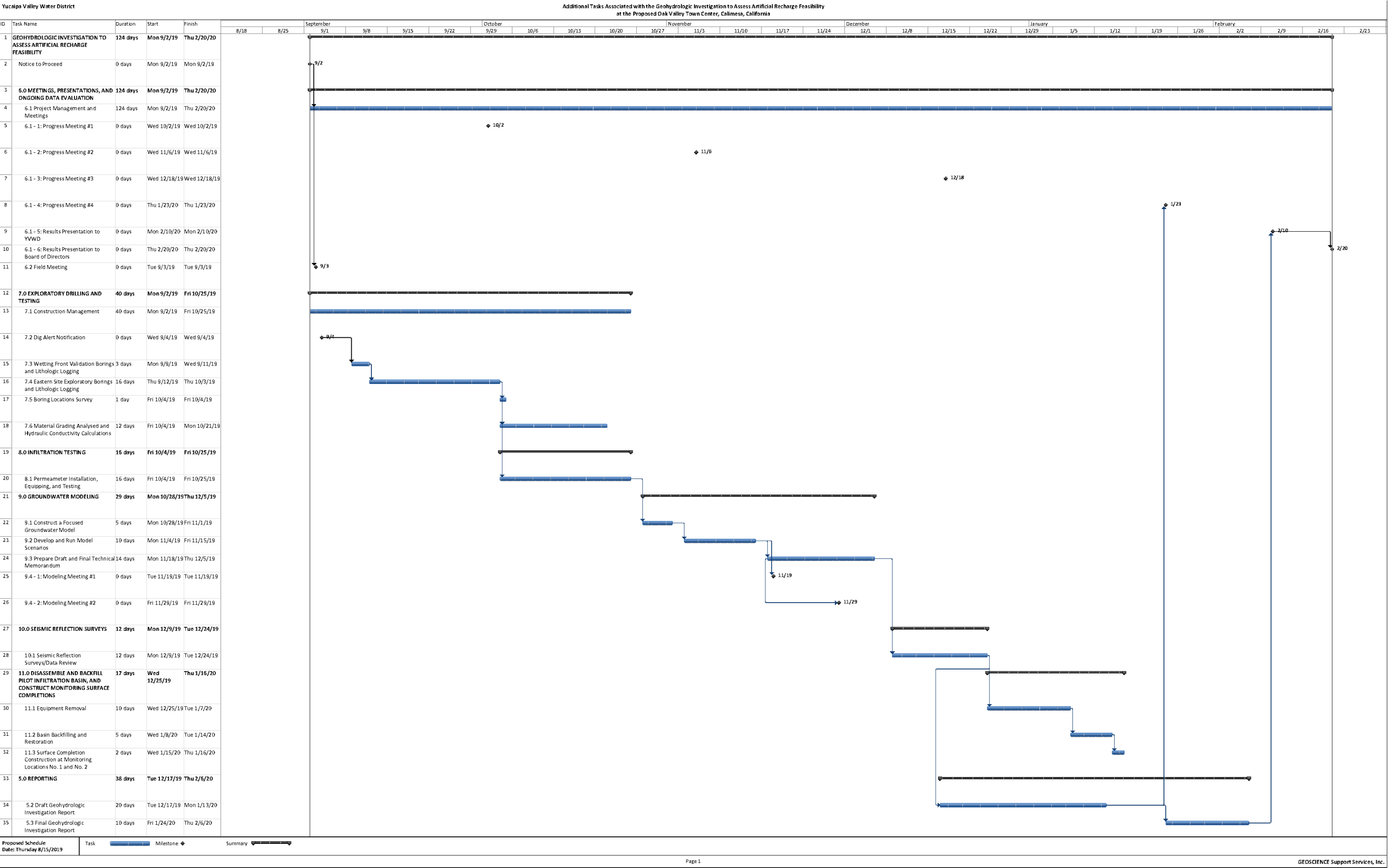
Sincerely,

A handwritten signature in blue ink, appearing to read 'BV', with a stylized, cursive flourish extending to the right.

Brian Villalobos, PG, CEG, CHG
Senior Geohydrologist

A handwritten signature in blue ink, appearing to read 'Nathan Reynolds', with a long, horizontal, sweeping flourish extending to the right.

Nathan Reynolds, PG
Project Geohydrologist



Yucaipa Valley Water District

Table 1

Proposal for Additional Tasks Associated with the Geohydrologic Investigation to Assess Artificial Recharge Feasibility at the Proposed Oak Valley Town Center, Calimesa, California

Task Description			GEOSCIENCE SUPPORT SERVICES, INC.																			
			Principal Hydrologist	Principal Modeler	Principal Geohydrologist	Project Geohydrologist/Modeler	Modeler III	Staff Geohydrologist	Technical Illustrator	Clerical	GEOSCIENCE Labor	Cement Pad Subcontractor	Surveying Subcontractor	Geoprobe Subcontractor Cost	Auger Drilling Subcontractor Cost	Laboratory Subcontractor Cost	Southwest Geophysics Cost	Reimbursable Expenses ¹	Total Cost			
Hourly Rate:			\$305	\$270	\$245	\$195	\$189	\$155	\$119	\$100												
4.0	PILOT TESTING - ARTIFICIAL RECHARGE BASIN CONSTRUCTION AND MONITORING																					
	4.6	On-Site for Hand Water Level Measurements and Downloading Monitoring Well Data			2	20		18			\$ 7,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,180			
	4.7	Additional As-Needed Project Management Support			4	62					\$ 13,070	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,070			
	4.10	Data Downloads During Down Periods				10		20			\$ 5,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145	\$ 5,195			
Subtotal			0	0	6	92	0	38	0	0	\$ 25,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145	\$ 25,445			
5.0	REPORTING																					
	5.1	Prepare Weekly Plots of Data				8		16			\$ 4,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,040			
	5.2	Draft Geohydrologic Investigation Summary Report	4		12	24		80	30	3	\$ 25,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 25,410			
	5.3	Final Geohydrologic Investigation Summary Report	1		6	16		24	10	3	\$ 10,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 10,405			
Subtotal			5	0	18	48	0	120	40	6	\$ 39,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 39,855			
6.0	MEETINGS, PRESENTATIONS, AND ONGOING EVALUATION OF DATA																					
	6.1	Project Management and Meetings (For additional investigation and testing assumes four [4] progress meetings and two [2] presentations; also additional time was required during the basin monitoring period for meetings and presentations)	2		24	16		24	4		\$ 13,806	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 14,006			
	6.2	Field Meeting and Project Management (Assumes one [1] pre-construction meeting at the site)			8	8					\$ 3,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ 3,620			
Subtotal			2	0	32	24	0	24	4	0	\$ 17,326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 17,626			
7.0	EXPLORATORY DRILLING AND TESTING																					
	7.1	Provide Construction Management (includes contractor submittal review, response to RFIs, construction updates, invoice review, change order review, and preparation of a final "punch list")				40					\$ 7,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,800			
	7.2	Dig Alert Notification				4					\$ 780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 780			
	7.3	Wetting Front Validation Borings and Lithologic Logging (assumes six [6] Geoprobe direct-push boreholes drilled to total depth of 40 ft bgs)			3	2		36			\$ 6,705	\$ -	\$ -	\$ 8,103	\$ -	\$ -	\$ -	\$ 635	\$ 15,443			
	7.4	Eastern Site Exploratory Borings and Lithologic Logging (assumes: eight [8] boreholes; boreholes drilled to total depth of 100 ft bgs by bucket auger method; 10 undisturbed soil samples collected per borehole [80 samples total], twenty-four [24] of the undisturbed soil samples will be submitted for laboratory analysis of hydraulic conductivity; lithologic logging of drill samples from all eight [8] boreholes; plus downhole lithologic logging of five [5] of the boreholes; destruction of eight [8] boreholes including three [3] permeameters)			50	24		100			\$ 32,430	\$ -	\$ -	\$ -	\$ 64,000	\$ 6,072	\$ -	\$ 3,500	\$ 106,002			

Yucaipa Valley Water District

Table 1

Proposal for Additional Tasks Associated with the Geohydrologic Investigation to Assess Artificial Recharge Feasibility at the Proposed Oak Valley Town Center, Calimesa, California

Task Description			GEOSCIENCE SUPPORT SERVICES, INC.																			
			Principal Hydrologist	Principal Modeler	Principal Geohydrologist	Project Geohydrologist/Modeler	Modeler III	Staff Geohydrologist	Technical Illustrator	Clerical	GEOSCIENCE Labor	Cement Pad Subcontractor	Surveying Subcontractor	Geoprobe Subcontractor Cost	Auger Drilling Subcontractor Cost	Laboratory Subcontractor Cost	Southwest Geophysics Cost	Reimbursable Expenses ¹	Total Cost			
Hourly Rate:			\$305	\$270	\$245	\$195	\$189	\$155	\$119	\$100												
	7.5	Elevation Survey of Land Surface at Boring Locations (Assumes X, Y, Z survey at eight [8] eastern site exploratory boreholes)				2		4			\$ 1,010	\$ -	\$ 1,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,198			
	7.6	Review Lithology, Perform Mechanical Grading Analyses (MGA), and Calculate Hydraulic Conductivities (assumes: four [4] MGA samples per eastern site exploratory borehole;thirty-two [32] MGA samples total)			4	40		60			\$ 18,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,080			
Subtotal			0	0	57	112	0	200	0	0	\$ 66,805	\$ -	\$ 1,188	\$ 8,103	\$ 64,000	\$ 6,072	\$ -	\$ 4,135	\$ 150,303			
8.0 INFILTRATION TESTING																						
	8.1	Permeameter Installation, Equipping, and Testing (Assumes three [3] permeameters total installed in select eastern site exploratory boreholes)			12	30		160			\$ 33,590	\$ -	\$ -	\$ -	\$ 14,772	\$ -	\$ -	\$ 31,000	\$ 79,362			
Subtotal			0	0	12	30	0	160	0	0	\$ 33,590	\$ -	\$ -	\$ -	\$ 14,772	\$ -	\$ -	\$ 31,000	\$ 79,362			
9.0 GROUNDWATER MODELING																						
	9.1	Construct A Focused Groundwater Model in the Vicinity of Project Area using the BCWM Groundwater Model and Newly Collected Geohydrologic Data		4	2	24	80				\$ 21,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,370			
	9.2	Develop and Run Model Scenarios including Particle Tracking and Analysis of Model Results (Assumes 10 Scenarios)		4		32	80				\$ 22,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,440			
	9.3	Prepare Draft and Final Technical Memorandum		2	10	24	32		40	1	\$ 18,578	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,578			
	9.4	Prepare for and Attend Meetings (Assumes Two Meetings)		6	12			8			\$ 5,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 6,200			
Subtotal			0	16	24	80	192	8	40	1	\$ 68,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 68,588			
10.0 SEISMIC REFLECTION SURVEYS																						
	10.1	Oversight/Seismic Reflection Surveys/Data Review (Assumes one [1] 800 ft long seismic reflection survey and one [1] 3,000 ft long seismic reflection survey).			6	10		40			\$ 9,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,700	\$ 485	\$ 61,805			
Subtotal			0	0	6	10	0	40	0	0	\$ 9,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,700	\$ 485	\$ 61,805			
11.0 DISASSEMBLE AND BACKFILL PILOT INFILTRATION BASIN, AND CONSTRUCT MONITORING SURFACE COMPLETIONS																						
	11.1	On-Site for Removal of Flowmeter, Flow Control Valve, Sonic Sounder, SCADA System, Evaporation Pan, Solar Panel Station and all Hoses and Pipes Used for Filling the Pilot Basin, Return Rental Equipment				2		24			\$ 4,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 435	\$ 4,545			
	11.2	Basin Backfilling and Restoration (Assumes: YVWD will backfill and restore basin; one site inspection visit by GEOSCIENCE to photograph the final site condition)				8					\$ 1,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50	\$ 1,610			
	11.3	Construction of Monitoring Point Surface Completions (Includes Locking Steel Monuments, Cement Pads, and Bollards at Monitoring Locations 1 and 2)				2		10			\$ 1,940	\$ 4,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145	\$ 6,925			
Subtotal			0	0	0	12	0	34	0	0	\$ 7,610	\$ 4,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 630	\$ 13,080			
TOTAL HOURS AND COST (TASKS 4-11):			7	16	155	408	192	624	84	7	\$ 267,694	\$ 4,840	\$ 1,188	\$ 8,103	\$ 78,772	\$ 6,072	\$ 51,700	\$ 37,695	\$ 456,064			

Notes: ¹ Reimbursable Expenses Include Mileage, GEOSCIENCE Staff Field Per Diem at \$145/day, permeameter construction materials, infiltration test instrumentation, and report reproduction costs.



Date: September 3, 2019

Prepared By: Mike Kostecky, Operations Manger

Subject: Consideration of Replacing the Influent Basket Strainers at the Yucaipa Valley Regional Water Filtration Facility

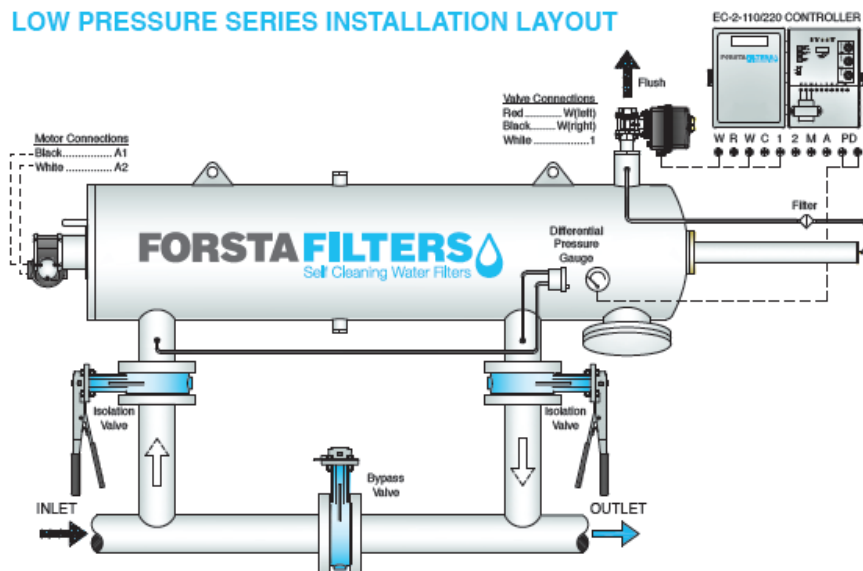
Recommendation: That the Board authorize the General Manager to purchase three Forsta Filters and contract with Pascal & Ludwig for the installation for a sum not to exceed \$338,100.

Throughout the years of operation at the Yucaipa Valley Regional Water Filtration Facility, the influent water can experience increases in influent turbidity issues. The original brass strainer baskets are now twelve years old. The current system of isolating the baskets to clean them is extremely labor intensive. Installing new strainers would decrease staff labor hours and increase efficiency.

District staff acquired bids for basket replacement from Forsta Filters and Amiad Water Systems. District staff is asking for your consideration to purchase three Forsta Filters and contract with Pascal & Ludwig Constructors for their installation for a sum not to exceed \$338,100. This project will be funded by Water Fund, Depreciation Reserves [G/L Account #02-000-10310].



LOW PRESSURE SERIES INSTALLATION LAYOUT



Quote Q19231

Issued Date:07-03-2019
Valid for 30 days unless noted otherwise



Forsta Filters Inc.,
PO Box 6397,
Burbank, CA, 91510,
United States
Phone 310-837-7177, Fax 310-837-6477

Customer Information				
Separation Processes, Inc. James Vickers 3152 Lionshead Ave. Carlsbad, CA 92010				
Application Information				
RFQ 3x H18-LP180-300u, 30psi, Piston Tanks, A/B PLC w/ Ethernet				
Item Name	Description	Quantity	Unit Price	Total
H18-LP180	Motor-driven automatic self cleaning filter from stainless steel 304. 18" flange Inlet/Outlet, 2" electric flushing valve. Operating pressure 20-150psi. Max temperature 150 F. The filter comes equipped with a high porosity stainless steel 316L screen 300 micron 24.5 sq ft. screen area for 180 series model H. *****Piston tank with 3 way solenoid to be supplied with each filter *****	3	46,977.5	140,932.5
EC-4-LP-PLC	PLC based automatic backwash controller for hydraulic and motor-driven Forsta self cleaning water filters. Initiates cleaning cycle for up to four filters in parallel by pressure differential, periodic or manual activation. 110/220 VAC input/ 24 VDC output, in a NEMA 4X stainless steel enclosure and 0-15 pressure differential switch. Allen-Bradley Micrologix 1100 PLC with Built-in Ethernet Port Allen-Bradley PanelView C400 Operator Interface	1	14,975	14,975
Items Total				155,907.5
Shipping & Handling Charges				0
Tax(0)%				0
Adjustment				0
GRAND TOTAL(\$)				155,907.5

Pascal & Ludwig Constructors installation quote #2019-052.

Item Summary - Analysis		Sheet No.										Date	
Project		Estimator RT										7/5/2019	
Description		Item No.										Bid Quantity	
		Est. Quantity											
DESCRIPTION	QUANTITY	EQUIP. RENTALS		EQUIP. OPER. EXP.		50 ST&S	650 LAB.	MD	FIELD COST	SUB	PERM MATL	TOTAL	
		CO.	OTHER	REP.	FOG.								
TAKE FIELD MEASUREMENTS	1 LS												
FM	1 SH	200				50	650	1	900			900	
LAB	1 SH					50	650	1	700			700	
DEMO STRAINERS, MODIFY GRATING	2 EA												
FM	3 SH	600				150	1,950	3	2,700			2,700	
2 LAB	3 SH					300	3,900	6	4,200			4,200	
GANTRY	3 SH	300							300			300	
FORKLIFT	3 SH	450							450			450	
INSTALL 3 STRAINERS / PIPING / DRAINS	3 EA												
FM	8 SH	1,600				400	5,200	8	7,200		85,406	92,606	
2 LAB	8 SH					800	10,400	16	11,200			11,200	
GANTRY	8 SH	800							800			800	
WELDER	2 SH		2,040						2,040			2,040	
FORKLIFT	8 SH	1,200							1,200			1,200	
ELECTRICAL	1 LS									18,500		18,500	
PAINT	1 LS									4,509		4,509	
STARTUP / TESTING	1 LS												
FM	1 SH	200				50	650	1	900			900	
LAB	1 SH					50	650	1	700			700	
SUBTOTAL		5,350	2,040			1,850	24,050	37	33,290	23,009	85,406	141,705	
										20% MARKUP		28,341	
										TOTAL		170,046	



Proposal Package - Pricing

Proposal Number: YU-EBS15X-050319

Item	Quantity	Part Number and Description	Unit Net Price	Extended Net Price
1	3	18" EBS-15000 In-line automatic self cleaning filter body, epoxy coated carbon steel, with NSF approved internal coating and components, with B16.5 RF flanges, with electrically actuated flush valve (Bray series 31 with S70 actuator), with Baldor motor(Tag#: STR 0720-1, 2 & 3)	\$ 50,440.00	\$ 151,320.00
2	3	300 micron screen element, EBS-15000, 316 stainless steel, weave-wire	Included	
3	1	AML3 PLC controller for three (3) filter control, with Allen Bradley MicroLogix PLC, with Ethernet capability; 480V AC, 3-phase, UL approved, with 316 stainless steel/NEMA 4X enclosure, with power and signal to electrically actuated flush valve, with indicating lights on the controller for "Power On", "Filter Flush in Progress", and "Strainer Fault", with dry contact output for "Strainer Fault" and "Filter Flush In Progress." with input for "Remote Filter Starts"	Included	
4	1	Complete submittals and O&Ms	Included	
6	1	On site service of Amiad's technical representative for installation check, adjustments, and training (3 days- including travel and expenses)-to be arranged in a single trip	\$ 4,350.00	\$ 4,350.00
			FILTRATION LOT PRICE	\$ 155,670.00

Item	Quantity	Recommended Spare Parts: (Per filter)	Unit Net Price	Extended Net Price
7	2	770104-000208 Hydraulic Cyl. EPDM Seal EBS-15000	Included	
8	1	770102-000317 O-Ring Seal P2-392 EPDM	Included	
9	6	710103-002553 PVDF NOZZLE FOR SCANNER (EBS SNF)	Included	
10	2	770101-000081 O-Ring 71X5 Internal Sealing EBS EPDM	Included	
11	1	710103-002807 Drive Shaft Key Brass (EBS-15000)	Included	
12	1	710103-002539 DRIVE BUSHING EBS	Included	
13	2	710103-002542 CONNECTING PIN EBS	Included	
14	2	780105-000038 SPLIT PIN 2X20 DIN 94 S/ST304	Included	
15	1	770101-000080 O-Ring 38X4 Sealing Flange EBS EPDM	Included	
16	3	770101-000079 O-Ring 30X4 Sealing Flange EBS EPDM	Included	
17	1	720302-000004 LIMIT SWITCH NC (EBS,SAF) FA 4131-2DN	Included	
			SPARE PARTS LOT PRICE	\$ 1,756.00

Contract Drawings For:



Yucaipa Valley Water District

12770 Second Street, Yucaipa, CA 92399

PROJECT: P-55-198

YUCAIPA VALLEY REGIONAL WATER FILTRATION FACILITY MF AUTOSTRAINER REPLACEMENT

35477 Oak Glen Road, Yucaipa, CA 92399

**FOR REVIEW
JUNE 2019**

JCR CONSULTING LLC
955 E. NORWOOD ST.
MESA, AZ 85203

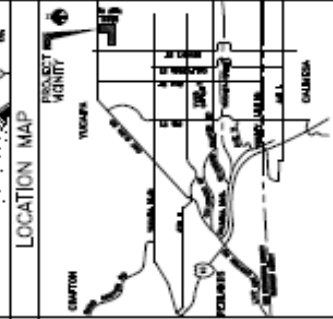
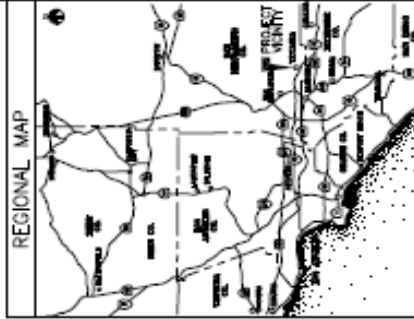


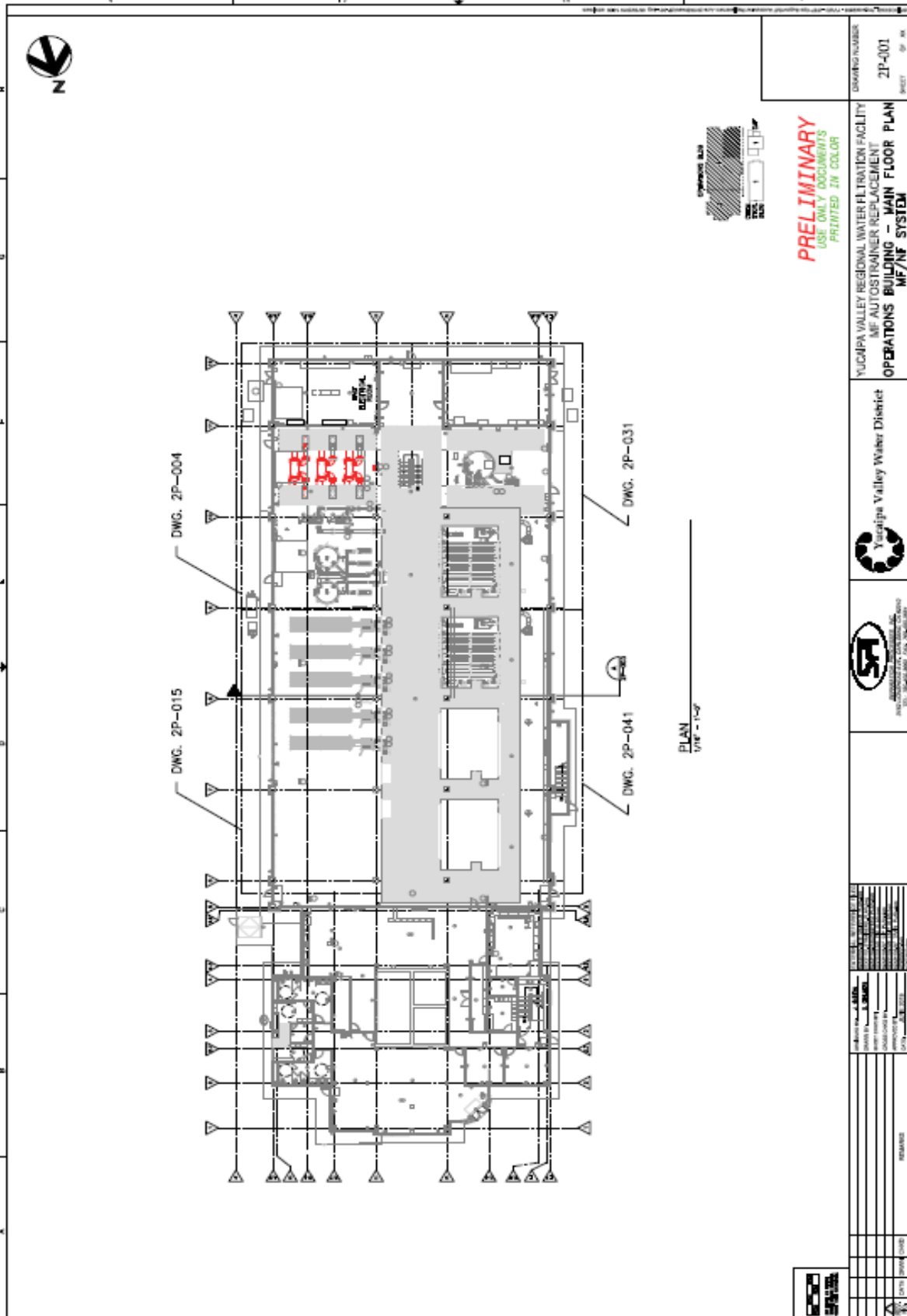
SEPARATION PROCESSING, INC.
37450 JONSWOOD AVE. CARLSBAD, CA 92008
TEL: 760-434-3866 FAX: 760-434-3867

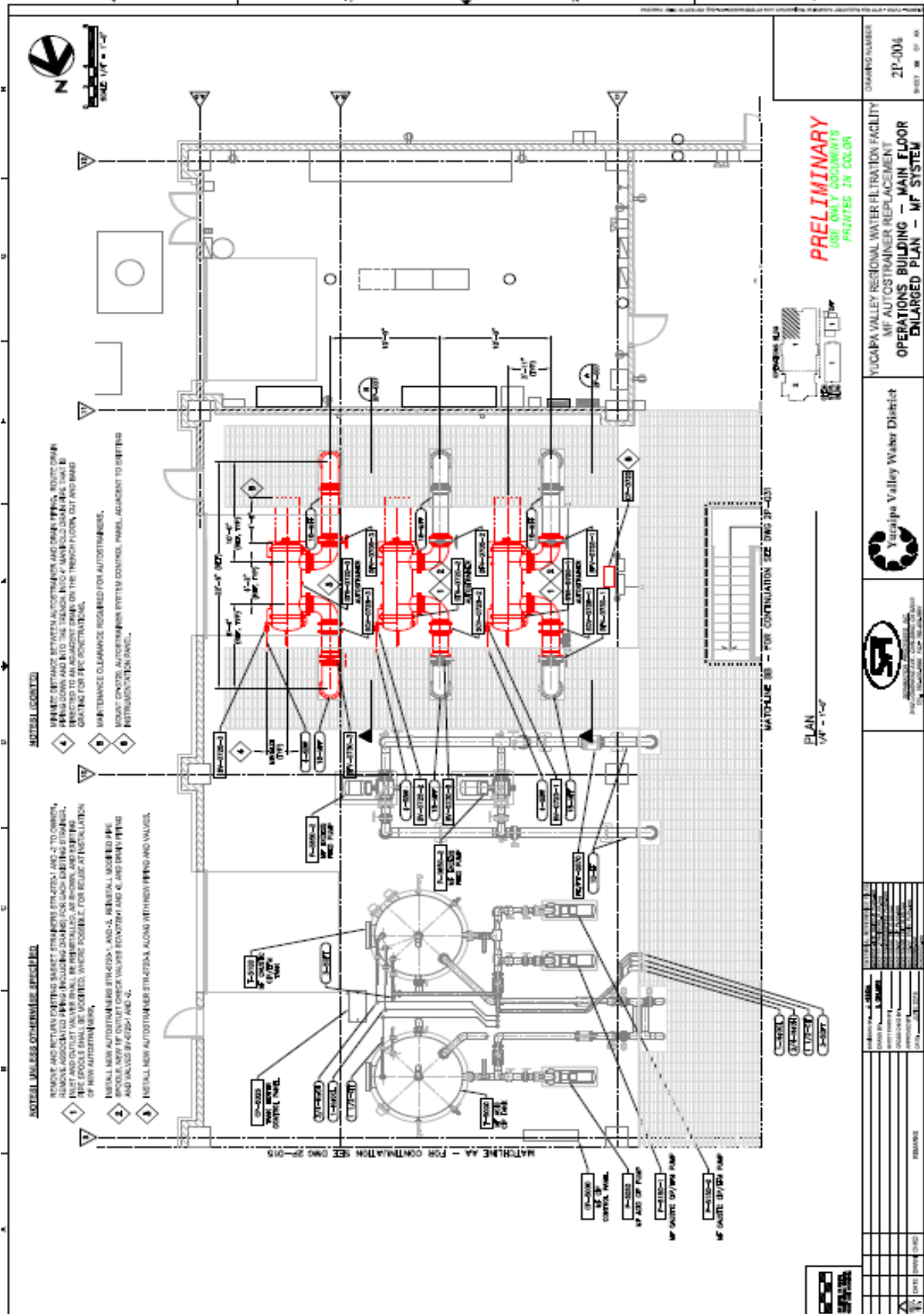
PRELIMINARY
USE ONLY DOCUMENTS
PRINTED IN COLOR

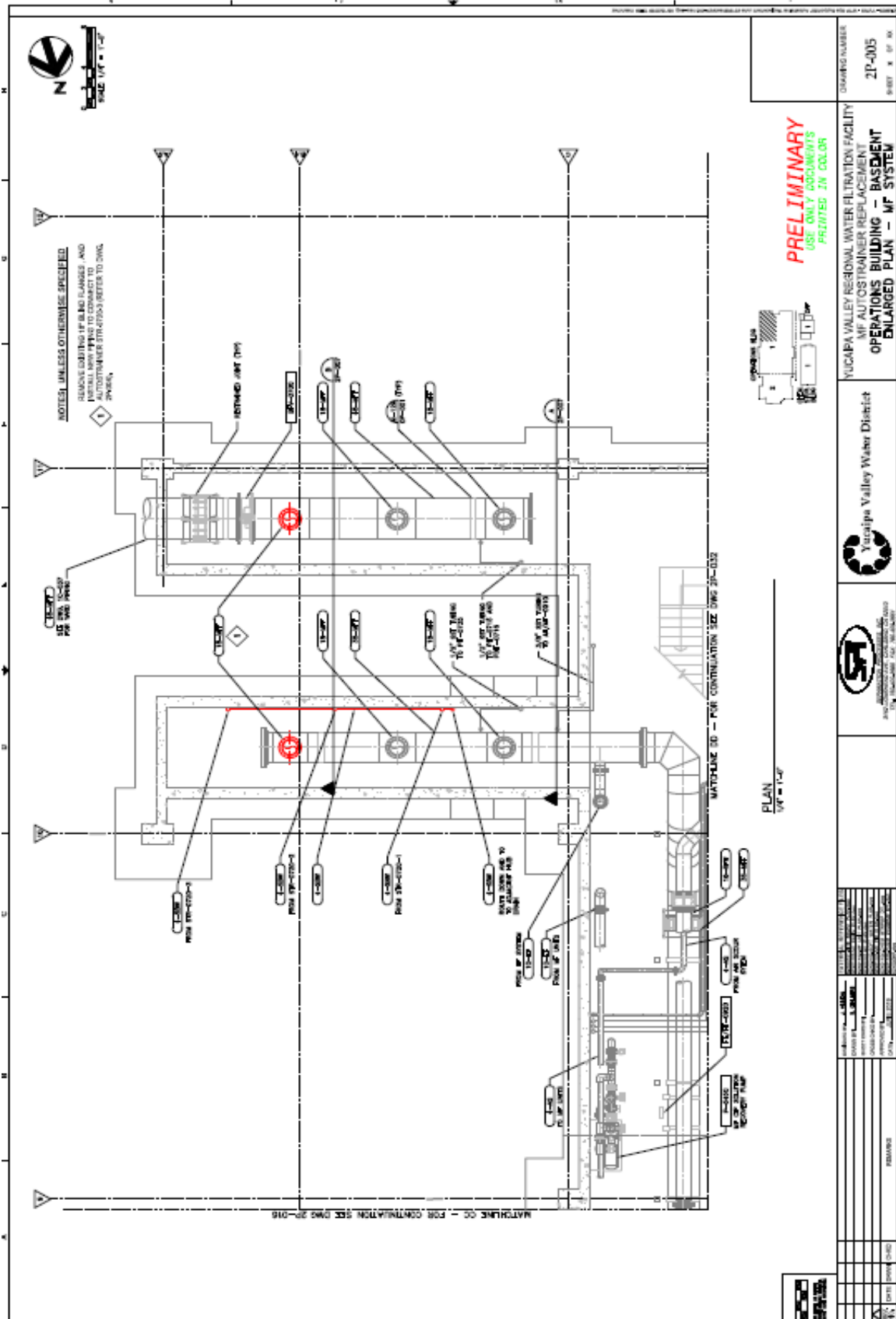
BOARD OF DIRECTORS

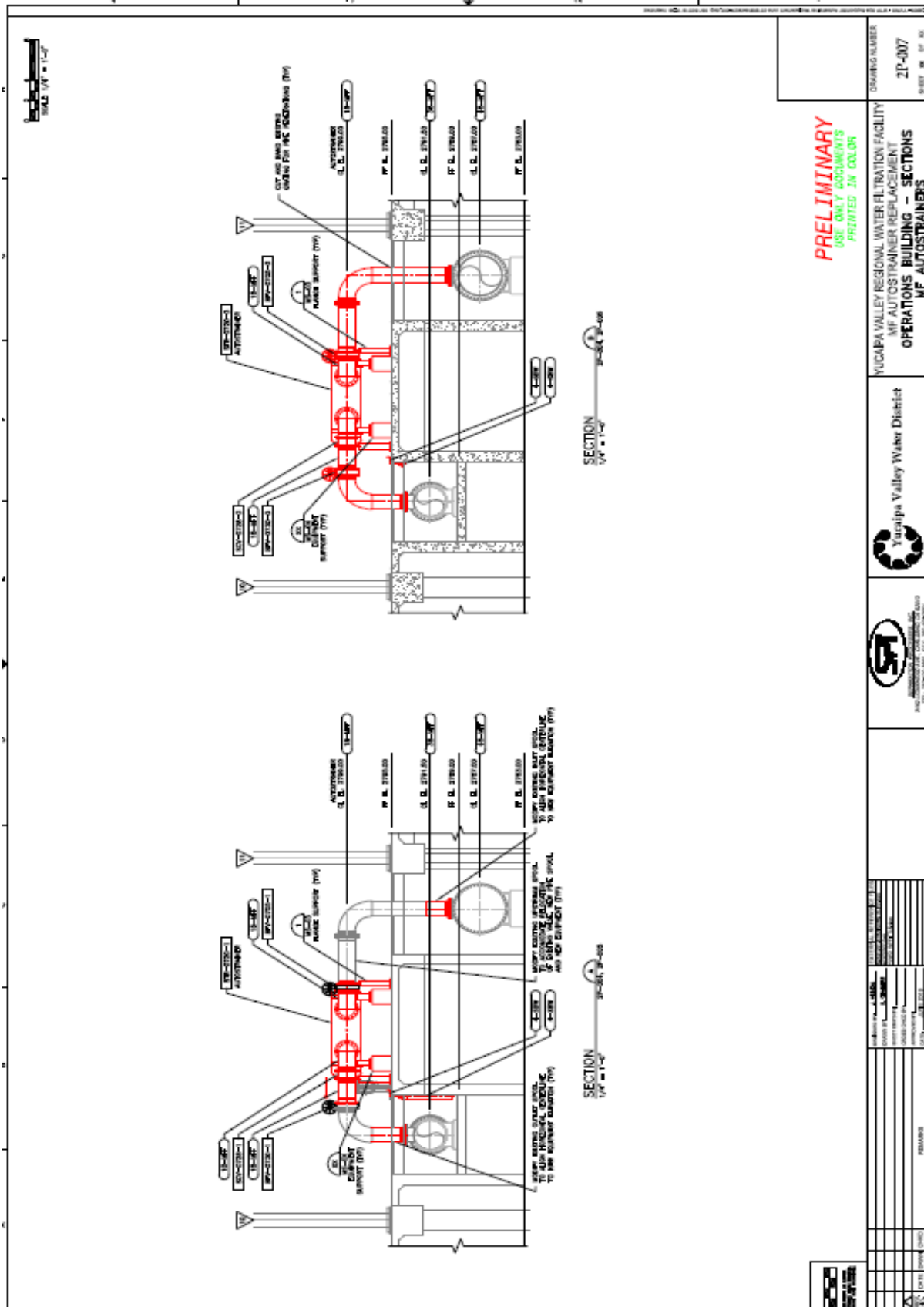
DIVISION 1	CHRIS MANN
DIVISION 2	BRUCE GRANLUND
DIVISION 3	JAY BOOR
DIVISION 4	LOHAI GRANLUND
DIVISION 5	TOM SHARLOE
JOSEPH ZONA, GENERAL MANAGER YUCAIPA VALLEY WATER DISTRICT	

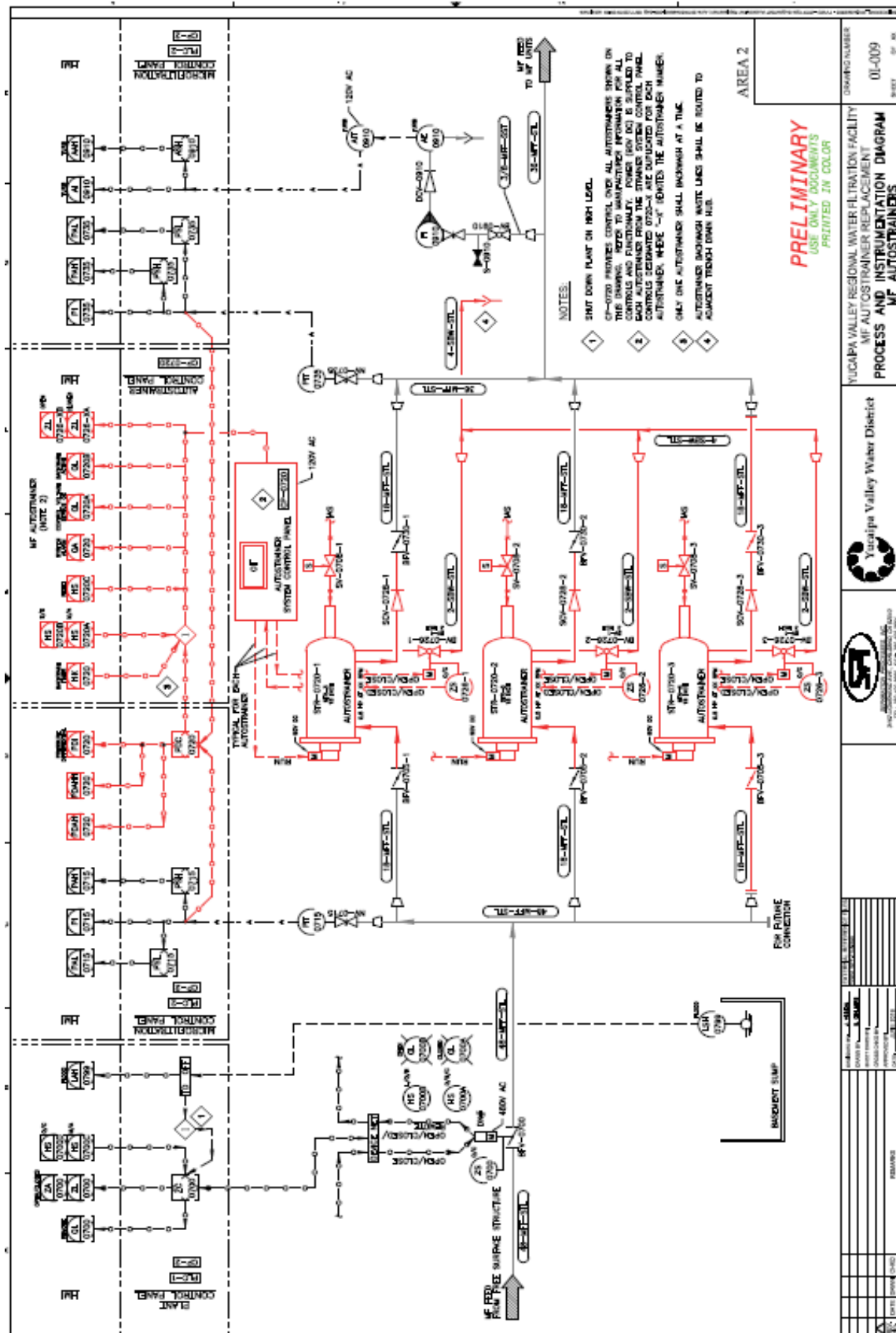














Date: September 3, 2019

Prepared By: Kathryn Hallberg, Implementation Manager

Subject: Participation in an Energy Demand Response Program with Enersponse

Recommendation: That the Board Authorizes the General Manager to Execute Participation Agreement in an Energy Demand Response Program with Enersponse.

District staff has been working with Enersponse as a continuation of a prior contract the District had with Enernoc. Enersponse is a voluntary participation program for the reduction of energy usage in the event of an energy shortage. Enersponse is contracted with Southern California Edison to facilitate this program.

Under the program the District will voluntarily shut assets (pumps, wells and/or booster stations) off during an energy event, and in return will be monetarily compensated. The energy events will only happen between Monday thru Friday, between the hours of 1 p.m. to 9 p.m. and for no longer than 4 hours in duration. The District will be notified 24 hours in advance to an energy event and the District can determine if any assets can be turned off for the energy event.

The monetary compensation is detailed in the Revenue Summary attached. The estimation used for the Revenue Summary is based on the history of the District prior involvement in the program with Enernoc, at 75 percent of the average to give the District a conservative number to consider. Also available for District use is a One-Time Controls Rebate in the amount of \$119,200. This amount can be used for cost associated with automating the Districts SCADA system to communicate and shut down assets. These automation cost can include SCADA upgrades, communication upgrades, software and programming, and other SCADA related costs.

This program is voluntary and has no cost associated with it. If the District cannot participate in an energy event and does not shut any assets off, there are no negative affects to the District. If there are no energy events in that month the District will receive the payment as detailed for that month on the Revenue Summary. If there is an energy event and the District exceeds the 596 kW for the event in savings the compensation will be higher than what is listed. If the energy savings is below the 596 kW for the event the compensation will be lower than the listed amount. The District can terminate the contract with a 30-day written notice, with no cause and no ramifications regarding termination.

The contract is attached for review. Schedule 1 references the assets that are included in the program and can be voluntarily shut down during an energy event.

Financial Consideration

There is no financial consideration regarding cost, as the program does not require any cost to participate.



Yucaipa Valley Water District

Revenue Summary											
Utility	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	TOTAL
DR kW	596	596	596	596	596	596	596	596	596	596	596
Payment	\$477	\$477	\$477	\$954	\$1,430	\$2,861	\$3,814	\$4,768	\$4,768	\$2,861	\$23,840

Plus additional energy payments of 50 cents per kWh of reduction when events are called

Key Program Points:

Program pays out whether or not events are actually called
 Program can only be called Mon-Fri between 1pm and 9pm
 There is no cost to enroll - absolutely no penalties
 Day-Ahead or Day-Of notifications available

Estimated Program Payments:

Annual Capacity Payments \$23,840
 Estimated Energy Payments at 15 Hrs/Yr \$4,470
 Total Potential Annual Program Payments: \$28,310

Emily McPhail

Enersponse Inc. | 2901 West Coast Highway | Newport Beach, CA 92663

Phone: 714.365.6359

emcphail@enersponse.com | enersponse.com

One-Time Controls Rebate available:

(Technical Incentive Funds to Pay for Automation)

\$119,200



Demand Response Services Agreement

This Agreement ("Agreement"), effective as of _____, the scope of which is described more fully below, is made by and between Enersponse, Inc. ("Enersponse"), located at 2901 West Coast Hwy, Newport Beach, CA 92663, and Yucaipa Valley Water District ("Customer"), located at 35477 Oak Glen RD, Yucaipa, CA, _____. Enersponse and Customer are defined herein as the Parties ("Parties") to this Agreement.

1. Managed Services

Enersponse agrees to manage Customer's participation in Enersponse demand response program(s) (the "Program"). Enersponse will support the development of demand response plans, execute demand response events, support customer in real-time during demand response events, provide reporting on Customer's event performance and reconcile payments. Customer shall not be exposed to any costs or penalties.

2. Program Information

- a. **Event Window.** Events may only be called during non-holiday weekdays from 1:00 PM to 9:00 PM year-round.
- b. **Event Notification and Response.** Customer agrees to begin reducing demand within 24 Hours.
- c. **Event Length.** Events may last up to 4 hours.
- d. **Annual Hourly Limitation.** The annual hourly limitation varies by program.
- e. **Utility Approval.** The programs are offered to Customers of Southern California Edison, Pacific Gas & Electric, and San Diego Gas & Electric, with the approval of the California Public Utilities Commission.

3. Capacity, Payments and Term

- a. **Nominated and Delivered Capacity.** Customer and Enersponse understand that the capacity identified in Schedule 1 ("Nominated Capacity") is the best estimate of performance and the average kW reduction during event hours ("Delivered Capacity") may vary. Customer and Enersponse agree to adjust Nominated Capacity based on actual performance, changes in facility operations, and/or other relevant information.
- b. **Capacity Price.** Customer's Capacity payments by utility: SCE: \$40 kW/Year SDG&E: \$50 kW/Year PG&E: \$40 kW/Year
- c. **Capacity Payment Calculation.** In months when one or more events are called, performance will be evaluated in each hour, and payments will be prorated accordingly. For example, if Delivered Capacity is 92% for an hour in July, payment for this hour would be 92% of the prorated hourly Capacity Price. If Delivered Capacity falls below 75% of Nominated Capacity, customer will forego Capacity Payment for that hour.
- d. **Energy Payment.** Enersponse will pay Customer 100% of the Energy Payment received from the utility.
- e. **Payment Timing.** Enersponse shall make quarterly payments to Customer of Customer's share of all payments received by Enersponse from Customer's utility during the preceding quarter in connection with Customer's participation in the Program. All Payments will be made within thirty (30) days of Enersponse receipt of payment from the applicable utility.
- f. **Term.** The scope of services provided herein will commence on the date of this Agreement and shall terminate on December 31, 2023 (the "Term"); provided, however, that Enersponse shall not be obligated to make any payments to Customer hereunder until final acceptance by utility of enrollment of Customer's Capacity in the Program.
- g. **Termination.** Enersponse or Customer may cancel this agreement at any time with a 30-day written notice, without cause.

4. Customer Support Requirements

- a. **Nondisclosure to Third Parties.** Customer acknowledges that in its relationship with Enersponse, it may receive information including (but without limitation): confidential information, business strategies, financial information, and information contained in this Agreement. Customer shall not disclose any Program Information to any third party or allow any third-party access to such Program Information.
- b. **Use of Confidential Information.** Customer acknowledges that Enersponse may receive confidential information of Customer, either through data collected by the Enersponse System or otherwise, which may be used by Enersponse for any necessary business purpose.

5. General Terms

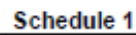
- a. **Limitation on Liability.** Enersponse liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages shall not exceed the lesser of (i) the total amount paid to Customer under this Agreement during the six-month period immediately preceding the event giving rise to the claim(s) or (ii) \$100,000. All other remedies or damages (at law, in equity, tort, contract, or otherwise) are expressly waived, including any indirect, punitive, special, consequential, or incidental damages, lost profit, or other business interruption damages.
- b. **Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to choice of law rules that would require the application of any other law.
- c. **Force Majeure.** The parties shall be excused for any failure or delay in the performance of their obligations hereunder due to acts of God or any other legitimate cause beyond their reasonable control.

Enersponse, Inc.

Name: Emily McPhail
 Title: Program Manager
 Signature: _____
 Date: _____

Customer

Name: Katie Hallberg
 Title: _____
 Signature: _____
 Date: _____



DRP@Enersponse.com



Date: September 3, 2019

Prepared By: Joseph Zoba, General Manager

Subject: Acceptance of Overlying Water Rights in the Beaumont Basin for Tract No. 32702-4 (145 lots) Pursuant to Beaumont Basin Watermaster Resolution No. 2017-02

Recommendation: That the Board authorize the purchase of 1,000 acre-feet from the San Bernardino Valley Municipal Water District for a sum not to exceed \$118,400.

On August 30, 2017, the Beaumont Basin Watermaster adopted Resolution No. 2017-02 Approving the Transfer of Overlying Water Rights to Specific Parcels - Oak Valley Partners. This resolution approved the transfer of all overlying water rights from Oak Valley Partners to parcels within the service area of the Yucaipa Valley Water District.

The attached correspondence dated July 26, 2019 will transfer 53.60 acre-feet of the Oak Valley overlying water rights to Tract No. 32702-4 (145 lots). This transfer of overlying water rights is anticipated to be sufficient for the residential, dual-plumbed dwelling units.

The transfer of overlying water rights to appropriative water rights allows the Yucaipa Valley Water District to utilize this groundwater resource within our service area conditioned upon the guarantee of sufficient water supplies for the proposed development and the provision of water service.

Summary of Assigned Overlying-Appropriative Rights	Watermaster Notification Date	Earmarked Amount (acre feet)
Assignment No. 1 to Yucaipa Valley Water District	3/28/2018	90.94
Assignment No. 2 to Yucaipa Valley Water District	8/1/2018	59.89
Assignment No. 3 to Yucaipa Valley Water District	10/3/2018	29.57
Assignment No. 4 to Yucaipa Valley Water District	2/6/2019	2.65
Assignment No. 5 to Yucaipa Valley Water District	- -	53.60
Total		236.65

Pursuant to Beaumont Basin Watermaster Resolution No. 2019-02, the District staff will be filing Beaumont Basin Watermaster Form 5 to adjust the overlying water rights available to the Yucaipa Valley Water District.



July 26, 2019

Joe Zoba
General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

RE: Summerwind Trails – Transfer of Overlying Water Rights for Water
Service – Tract 32702-4, 145 Single Family Residential Lots

Dear Mr. Zoba:

This letter is written on behalf of San Gorgonio Land, LLC, the owner and developer of the residential portion of the Summerwind Ranch Project in Calimesa. Argent Management, LLC is the managing arm for San Gorgonio Land, LLC.

We are hereby requesting to transfer 53.60 acre-feet of the Summerwind Ranch Beaumont Basin Overlyer Water Rights to Tract 32702-4 (145 lots) to provide potable water requirements for 145 residential single family lots. This Tract encompasses approximately 50.2 acres and is included within APN 413-290-037 per the attached Exhibit 1.

The merchant builder for this Tract is Richmond American Homes of Maryland, Inc., a Maryland Corporation. Upon this transfer, we understand that Richmond American Homes will be exempt from paying the District's Supplemental Water Facility Capacity Charge pursuant to the District's Resolution No. 2017-23, Section 2.D.

If acceptable to you, please indicate so with your approval signature below.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Mike Turner".

Mike Turner, P.E.
Corporate VP, Land Development
Argent Management, LLC

CONCURRENCE:

A handwritten signature in blue ink, appearing to read "John Ohanian".

John Ohanian – Oak Valley Partners

APPROVAL:

A handwritten signature in blue ink, appearing to read "Joe Zoba".

Joe Zoba – General Manager, YVWD

8/8/2019



Date: September 3, 2019

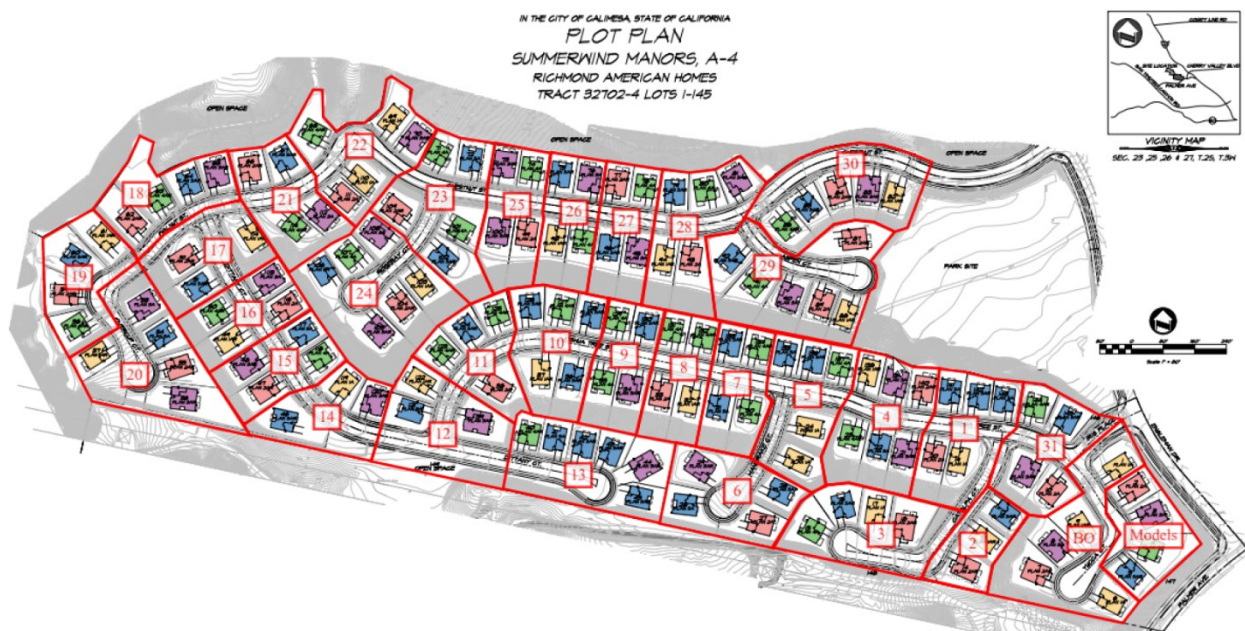
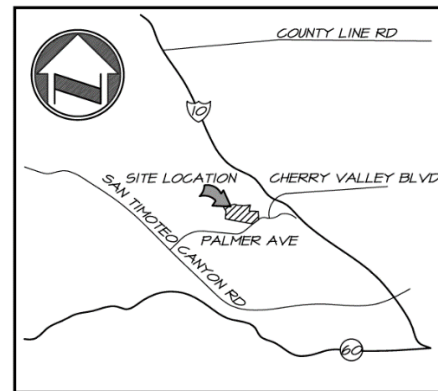
Prepared By: Dustin Hochreiter, and Chelsie Fogus Engineering Department

Subject: Overview of a Proposed Development Agreement No. 2019-12 with Richmond American Homes for Tract No. 32702-4 within the Summerwind Trails Development - Calimesa

Recommendation: That the Board Authorizes the President to execute Agreement No. 2019-12.

Development Agreement No. 2019-12 includes provisions for drinking water, recycled water, and sewer service to Tract No. 32702-4 located at the southwest corner Engleman Drive and Palmer Avenue, in the City of Calimesa.

The development agreement is attached for your review and consideration.



Yucaipa Valley Water District
Development Agreement No. 2019-12
Page 1 of 16

AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER, AND SEWER SERVICE TO TRACT NUMBER 32702-4 (145 LOTS) IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE

This Agreement is made and effective this 3rd day of September 2019, by and between the Yucaipa Valley Water District, a public agency ("District") and ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-070	#65-1073

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District	Developer
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	Richmond American Homes 391 N. Main Street, Suite 205 Corona, CA 92880 Attention: Edgar Gomez, Director of Planning Telephone: (951) 386-4113

The Developer has represented to the District that they are the owner of the following parcel(s) which is/are the subject of this Agreement and described herein as the "Property":

Tract Number and Lot Numbers	City / County
Tract No. 32702-4 - Lots 1-145 (145 lots)	City of Calimesa / Riverside County

RECITALS

WHEREAS, the Developer desires to develop its Property situated within the service area of the District consisting of a development with a total of 145 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit A attached hereto; and

WHEREAS, the Developer desires to obtain drinking water service, recycled water service, and sewer service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit B attached hereto; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide service to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Developer and the District agree as follows:

- A. Project Overview.** The proposed Project consists of one hundred forty-five (145) lots within Tract No. 32702-4. The Project is located in the Summerwind development, in Calimesa, California. The Project will receive drinking water service, recycled water service, and sewer service from the District.
- B. Special Conditions.** The following conditions, being contained herein, will be required by the District for the Developer to receive service for the Project.
1. Project Specific Drinking Water Conditions: The Project will receive drinking water service from the District. The Developer will design and construct on-site and off-site drinking water infrastructure ("Facilities") pursuant to District approved plans and requirements.
 2. Project Specific Recycled Water Conditions: The Project will receive recycled water service from District. The Developer will design and construct on-site and off-site recycled water infrastructure ("Facilities") pursuant to District approved plans and requirements.
 - a. Recycled water service for this project will be applied to common areas around the Project site and on residential lots within the Project as Title 22 approved dual-plumbed lots.
 3. Project Specific Sewer Conditions: The Project will receive sewer service from the District. The Developer will design and construct on-site and off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
 - a. The District has identified sewer mainline deficiencies downstream of the Project within the City of Calimesa. To secure the appropriate funding for the upgrade of these sewer mainline facilities, the Developer shall pay to the District a fee of \$1,500 per Equivalent Dwelling Unit for the construction of upgraded sewer mainline facilities. This fee shall be paid prior to the issuance of building permits.
 4. Project Specific Stormwater Conditions. The City of Calimesa and/or the County of Riverside will retain responsibility and authority for stormwater related to the Project. The Developer will provide approved plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such plans, specifications and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.
 5. Project Specific Conditions. The Developer shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.

Yucaipa Valley Water District
Development Agreement No. 2019-12
Page 3 of 16

- a. The District will not provide drinking water, recycled water, or sewer service to the Project until the necessary infrastructure is completed and accepted by the District to provide service to each lot.
 - b. Project phases will be coordinated with the District staff.
 - c. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD file formats consistent with existing District enterprise systems.
6. Rates, Fees and Charges. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time building permits are issued or renewed for each lot.
 - a. On August 8, 2019, the Yucaipa Valley Water District accepted the transfer of overlying water rights pursuant to the Beaumont Basin Watermaster Resolution No. 2017-02. Documentation related to the transfer of 29.97 acre-feet is attached as Exhibit C.
 - b. On September 19, 2017, the Board of Directors adopted Resolution No. 2017-23, *"A Resolution of the Yucaipa Valley Water District Establishing the Methodology to Calculate and Collect Facility Capacity Charges Related to the Purchase of Permanent Water Resources for New Development within the Boundary of the San Geronio Pass Water Agency and the City of Calimesa"* ("SGPWA Water Fee"). This resolution is designed to be amended from time to time with the most recent calculation of the SGPWA Water Fee (superseding Resolution No. 2017-23) paid by the Developer pursuant to the following conditions:
 - i. When applicable, the implementation of the latest calculation of the SGPWA Water Fee shall be based on the consumption of 120 kgal (120,000 gallons) of drinking water per year.
 - ii. As a result of the transfer of overlying water rights, the Developer is **not required** to pay to the District the SGPWA Water Fee.
7. Project Related Invoices. The Developer agrees to deposit funds with the District, as required herein, within 10 business days following the District's approval of this Agreement. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance in the Project Cash Account.
8. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.

9. Easements, Dedications, and Recorded Documentation: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District in a timely manner as required by the District.
10. Annexation. This Project is located within the service area of the District, so an annexation is not required.
11. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
12. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, in writing signed by both Parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's Property and/or Project, the Parties will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
13. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
14. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:
 - a. Immediately, upon receiving written notice that Western Pacific Housing did not purchase of the Property as identified on page 1;
 - b. Immediately, upon abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
 - c. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

Yucaipa Valley Water District
Development Agreement No. 2019-1012
Page 5 of 16

IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Chris Mann, Board President

DEVELOPER

Dated: 9/29/19 By: E. Gomez

Print Name: EDGAR GOMEZ

Print Title: DIRECTOR OF PLANNING

Yucaipa Valley Water District
Development Agreement No. 2019-12
Page 6 of 16

Exhibit A - Proposed Development Concept

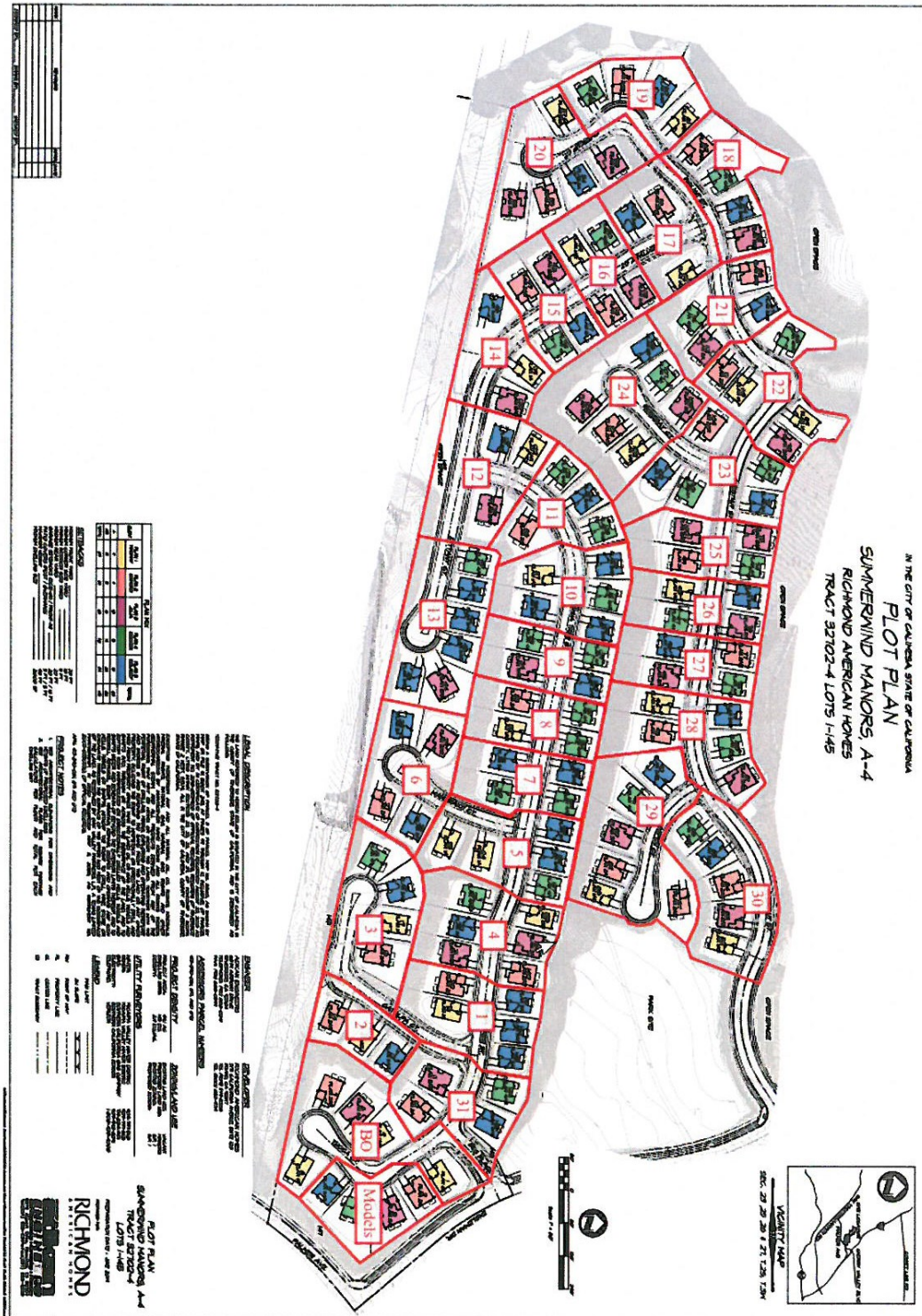


Exhibit B - General Construction Conditions

DESIGN AND CONSTRUCTION

- A. Licensed Professionals. All work, labor and services performed and provided in connection with, for example, the preparation of surveys and descriptions of real property and rights-of-way, the preparation of construction specifications, plans and drawings, and the construction of all Facilities shall be performed by or under the direction of professionals appropriately licensed by the State of California and in good standing.
- B. Plan Acceptance; Facility Acceptance. Upon its final review and approval of the plans and specifications ("Plans"), the District shall sign the construction drawings ("Approved Plans") indicating such approval ("Plan Acceptance"). Plans are subject to an annual review by the District and modifications will be required by the District to conform to revised construction standards and policies as part of the Plan Acceptance. The Developer shall update and resubmit the Plans for final approval by the District.
1. The Developer shall not permit, or suffer to permit, the construction of any Facility without having first obtained Plan Acceptance or completed modifications required by annual updates. In the event the Developer fails or refuses to obtain the District's Plan Acceptance, the District may refuse, in its sole discretion and without liability to the Developer, to issue its Facility Acceptance (as that term is defined below) as to such Facility when completed.
 2. The Developer shall not deviate from any Approved Plans and/or specifications without the District's prior written approval.
- C. Facility Inspection. All construction work shall be inspected on a timely basis by District personnel and/or by District's consultants at the sole cost of the Developer. The Developer acknowledges that the inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with either (i) the Approved Plans, or (ii) standard practices, qualities and standards in the industry, as reasonably determined by the District, shall be replaced, repaired or corrected at Developer's sole cost and expense.
1. In the event the Developer's contractor proposes to work overtime and beyond normal business hours, the Developer shall obtain the District's approval at least 24 hours in advance so that inspection services may be appropriately scheduled. The Developer shall be solely responsible for paying all costs and expenses associated with such inspection services.
 2. The District shall promptly upon request of Developer cause the final inspection of a Facility which Developer indicates is completed. If the District finds such Facilities to have been completed in conformance with the Approved Plans for which a Plan Acceptance has been issued, then District shall issue to Developer its letter ("Facility Acceptance") indicating satisfactory completion of the Facility and District's acceptance thereof. Neither inspection nor issuance of the Facility Acceptance shall constitute a waiver by District of any claims it might have against

Developer for any defects in the work performed, the materials provided, or the Facility constructed arising during the one-year warranty period.

- D. Project Coordination and Designation of Developer's Representative. The Developer shall be solely responsible for coordinating the provision of all work, labor, material and services associated with the planning, design and construction of the Facilities required for the Project.
1. The Developer shall be solely responsible for compliance with all applicable federal, state and local safety rules and regulations, and shall conduct periodic safety conferences as required by law and common sense.
 2. Prior to proceeding with any Facility construction, the Developer shall schedule and conduct a preconstruction conference with the District. In the event the Developer fails or refuses to conduct any such conference, the District may refuse, in its sole discretion, to accept the Facilities constructed by the Developer.
 3. The District and the Developer hereby designate the individual identified on page 1 of this Agreement as the person who shall have the authority to represent the District and Developer in matters concerning this Agreement. In order to ensure maximum continuity and coordination, the District and Developer agree not to arbitrarily remove or replace the authorized representative, but in the event of a substitution, the substituting Party shall promptly advise the other Party of such substitution, in writing.
- E. District's Right to Complete Facilities. The District is hereby granted the unqualified right to complete, construct or repair all or any portion of the water and/or sewer Facilities, at Developer's sole cost and expense in the event there is a threat to the public's health, safety or welfare.
- F. Construction of Connections to District Facilities. Unless otherwise agreed to in writing by the District, the District shall furnish all labor, materials and equipment necessary to construct and install connections between the Developer's Facilities and the District's water, recycled water, and sewer systems. All costs and expenses associated therewith shall be paid by the Developer.
- G. Compliance with Law and District Regulations. The Developer hereby agrees that all Facilities shall be planned, designed and constructed in accordance with all applicable laws, and the District's Rules, Regulations and Policies in effect at the time of construction. The Developer shall keep fully informed of and obey all laws, rules and regulations, and shall indemnify the District against any liability arising from Developer's violation of any such law, rule or regulation.
- H. Developer's Warranties. The Developer shall unconditionally guaranty, for a period of one year following the District's Facility Acceptance thereof, any and all materials and workmanship, at the Developer's sole cost and expense. The provision of temporary water service through any of the Developer's Facilities, prior to District's acceptance of same, shall not nullify nor diminish the Developer's warranty obligation, nor shall the Developer's warranty obligation be voided if the District determines, in its sole discretion, to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure

continuity of water or sewer service. The District shall notify Developer of such emergency repairs.

- I. Testing and Disinfection. Upon approval by the District, the Developer, at its sole cost and expense, shall undertake and satisfactorily complete a testing program, including without limitation, compaction, cleaning, video and air testing, and pressurized and disinfection testing (drinking water Facilities), for all Facilities prior to acceptance by the District.
- J. Bond Requirements. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
 1. Performance and Warranty Bond. A performance bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of any and all construction work to be conducted or performed under this Agreement. A warranty bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than fifty percent (50%) of the total cost of any and all construction performed hereunder, insuring against any and all defects in the Facilities constructed hereunder, for a period of not less than one full year after the date of acceptance thereof by the District.
 2. Labor and Materials Payment Bond. A labor and materials payment bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder per California Civil Code Sections 9550 and following.
 3. Miscellaneous Bond Requirements. All bonds required by this section are subject to the approval as to form and content by the General Manager and District's Legal Counsel. All bonds required by this section shall be provided by a surety that is an "admitted" surety insurer authorized to transact surety insurance in California, with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bonds, and each bond shall not be in excess of ten percent (10%) of the surety insurer's assets. The bond shall be duly executed and shall meet all of the requirements of Section 995.660 of the Code of Civil Procedure.
- K. Title to Facilities and Right-of-Way. Provided that the Developer's Facilities are designed and constructed as required hereunder and the District proposes to issue its Facility Acceptance, the Developer shall, concurrently with the District's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the District, free and clear of any and all liens and encumbrances except those that are expressly agreed to by the District. The District may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the District shall assume the responsibility of operating and maintaining the Facilities, subject to the Developer's warranty as provided herein. The Developer acknowledges and agrees that the District shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions imposed by this

Yucaipa Valley Water District
Development Agreement No. 2019-12
Page 10 of 16

Agreement hereunder are satisfied and title to the Facilities has been conveyed and delivered to the District in recordable form.

- L. Risk of Loss. Until such time as acceptance thereof by the District, and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the District in recordable form, the Developer shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way and Facilities. In the event Developer believes the loss and/or damages arose from or are related to acts performed by the District, this provision does not preclude Developer's insurance carrier from seeking indemnity and/or reimbursement from the District.
- M. Conditions Precedent to the Provision of Water and Sewer Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide any water and/or sewer service to the Developer's Property or any part thereof, including model homes, until Facility Acceptance by the District and Developer conveys to the District the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and appurtenant Facilities, the District shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the District shall be in accordance with its Rules, Regulations and Policies and shall be comparable in quality of service to that provided all similarly situated customers.

FEES AND CREDITS

- N. Developer Fees, Charges, Costs and Expenses. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs and expenses related to this Project.
- O. Developer Cash Account Deposit. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred.
1. The Developer shall provide the initial deposit to the District, and maintain the minimum balance in the Cash Account for the Project as provided below:
 - a. An initial deposit of \$2,500 and a minimum balance of \$1,000 for a Project that involves the construction of 1 to 2 proposed structures;
 - b. An initial deposit of \$5,000 and a minimum balance of \$2,000 for a Project that involves the construction of 3 to 5 proposed structures;
 - c. An initial deposit of \$10,000 and a minimum balance of \$3,000 for a Project that involves the construction of 6 to 20 proposed structures;
 - d. An initial deposit of \$25,000 and a minimum balance of \$5,000 for all other Projects.

Yucaipa Valley Water District
Development Agreement No. 2019-12
Page 11 of 16

2. The initial deposit shall be received by the District within 10 business days following the District's approval of this Agreement.
 3. The District shall provide a monthly accounting of how funds were disbursed.
 4. The Developer agrees to deposit funds with the District within 30 calendar days upon the date an invoice is issued by the District or a Notice of Default will be issued by the District.
 5. The District will not release any structure for occupancy unless the minimum balance is available to the District in the Project Cash Account.
 6. Should any unexpended funds remain in the Cash Account upon completion of the Project or termination of this Agreement, then such funds shall be reimbursed to the Developer within 60 days.
- P. Current Fees and Charges. In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. Unless otherwise agreed to in writing by the District, the Developer shall pay, when due, the then-current amount of the applicable fee or charge.
- Q. Sustainability Water. The Developer shall pay for the purchase of a quantity of imported water pursuant to the Sustainability Policy adopted by the Board of Directors as a Resolution No. 11-2008 on August 20, 2008, or the latest version with a revised quantity or fee structure. The imported water rate shall be the rate in effect at the time water is secured from the San Bernardino Valley Municipal Water District. Imported water for compliance with the Yucaipa Valley Water District's Sustainability Policy may be pre-paid to lock in the Development Sustainability fee or purchased prior to the issuance of building permits and pay the fee in effect at that time.
- R. San Gorgonio Pass Water Agency Facility Capacity Charges. If the Project is within the service area of the San Gorgonio Pass Water Agency, the Developer will be required to pay the latest San Gorgonio Pass Water Agency Facility Capacity Charge as set forth by District resolution.
- S. District Financial Participation; Credits. The District may agree to participate in certain Facilities for this Project. Any participation or financial contribution to construct the water and/or sewer infrastructure associated with this Project is identified in the Special Conditions at the beginning of the Agreement.

PERMITS AND DOCUMENTATION

- T. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Property is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information.

Yucaipa Valley Water District
Development Agreement No. 2019-12
Page 12 of 16

1. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges, including but not limited to permits, licenses and CEQA documentation.

- U. Documents Furnished by the Developer. The Developer shall furnish to the District documentation as required by the District specified below, within the time periods specified. Each and every document submittal shall consist of a fully executed original or certified copy (in recordable form, if applicable) and two copies.

Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Grant of Easements and Rights-of-Way	Prior to Construction
Labor and Materials Bond	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction
Soil Compaction Tests	Prior to Acceptance
Warranty Bond	Prior to Acceptance
List of Approved Street Addresses and Assessor Parcel Numbers	Prior to Setting Meter
Notice of High/Low Water Pressure	Prior to Setting Meter
Notice of Water Pumping Facility	Prior to Construction
Mechanic's Lien Releases	Upon Request of District

NOTE: The DEVELOPER hereby acknowledges and agrees that the foregoing list is not intended to be exclusive; therefore, the DISTRICT reserves the right to request, from time-to-time, additional documents or documentation.

INSURANCE AND INDEMNIFICATION

- V. Indemnification and Hold Harmless. The Developer and the District agree that the District should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance by Developer of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the District, except for liability attributable to the District's intentional and/or negligent acts. Developer acknowledges that the District would not enter into this Agreement in the absence of this commitment from the Developer to indemnify and protect the District as set forth here.

Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the performance by Developer of this

Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District. Notwithstanding the foregoing, the Developer shall have no obligation to defend, indemnify or hold harmless the District, its employees, agents or officials from any liability arising, in whole or in part, from the District's intentional and/or negligent acts.

W. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

1. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. The District and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee or agent of the District. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
2. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.
3. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the District, its employees or agents.
4. The Developer and the District further agree as follows:
 - a. All insurance coverage provided pursuant to this Agreement shall not prohibit the Developer, and the Developer's employees or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.

- b. Unless otherwise approved by the District in writing, the Developer's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.
- c. The Developer agrees to provide evidence of the insurance required herein, satisfactory to the District, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to the Developer's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The Developer agrees to provide complete certified copies of policies to the District within 10 days of the District's request for such copies.
- d. In the event of any loss that is not insured due to the failure of the Developer to comply with these requirements, the Developer agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District's officials, employees and agents as a result of such failure.
- e. The Developer agrees not to attempt to avoid its defense and indemnity obligations to the District and its employees, agents and officials by using as defense the Developer's statutory immunity under workers' compensation and similar statutes.

MISCELLANEOUS PROVISIONS

- X. Status of the Parties. This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership or other entity of any kind, or to constitute either party as the agent, employee or partner of the other.
- Y. Force Majeure. If either the District or the Developer is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.
- Z. Incorporation of Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

- AA. Waiver. No waiver by either Party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provisions.
- BB. Severance. If any provision of this Agreement is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.
- CC. Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will supply sewer collection and treatment services to the Developer's Property and Project, however, the District shall not be obligated to utilize public funds to subsidize the Project.
- DD. Water Supply Availability. The District does not guarantee water supply availability and shall not be required to authorize the issuance of grading, building, or occupancy permits during the period of time that the State of California and/or the Board of Directors have declared a water supply reduction of 20% or greater for a specific portion or all of the District's service area.
- EE. Preparation of This Agreement. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.
- FF. Alternative Dispute Resolution. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

END OF SECTION

Yucaipa Valley Water District
Development Agreement No. 2019-12
Page 16 of 16

Exhibit C - Transfer of Overlying Water Rights

|Management

July 26, 2019

Joe Zoba
General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

RE: Summerwind Trails – Transfer of Overlying Water Rights for Water
Service – Tract 32702-4, 145 Single Family Residential Lots

Dear Mr. Zoba:


This letter is written on behalf of San Gorgonio Land, LLC, the owner and developer of the residential portion of the Summerwind Ranch Project in Calimesa. Argent Management, LLC is the managing arm for San Gorgonio Land, LLC.

We are hereby requesting to transfer 53.60 acre-feet of the Summerwind Ranch Beaumont Basin Overlyer Water Rights to Tract 32702-4 (145 lots) to provide potable water requirements for 145 residential single family lots. This Tract encompasses approximately 50.2 acres and is included within APN 413-290-037 per the attached Exhibit 1.

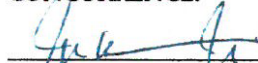
The merchant builder for this Tract is Richmond American Homes of Maryland, Inc., a Maryland Corporation. Upon this transfer, we understand that Richmond American Homes will be exempt from paying the District's Supplemental Water Facility Capacity Charge pursuant to the District's Resolution No. 2017-23, Section 2.D.

If acceptable to you, please indicate so with your approval signature below.

Very truly yours,


Mike Turner, P.E.
Corporate VP, Land Development
Argent Management, LLC

CONCURRENCE:


John Ohanian – Oak Valley Partners

APPROVAL:

 8/8/2019
Joe Zoba – General Manager, YVWD



Date: September 3, 2019

Prepared By: Joseph Zoba, General Manager

Subject: Approval of Amendments to Development Agreements for Lennar Homes (Agreement No. 18-10), DR Horton (Agreement No. 18-11), and Meritage Homes (Agreement No. 18-17) in the Summerwind Trails Development

Recommendation: That the Board approve Amendment No. 1 to Development Agreement Nos. 18-10, 18-11, and 18-17.

On August 15, 2007, the Yucaipa Valley Water District approved Development Agreement No. 06-2007 with SunCal Communities for the development of the Summerwind Ranch Project. The development agreement required SunCal Communities to partially fund the Third Street Crosstown pipeline in order to receive drinking water service from the District.

On July 20, 2008, SunCal Communities deposited \$1,157,500 with the District for the construction of the pipeline project which was eventually completed. Due to the economic downturn and subsequent bankruptcy proceedings, the development agreement was eventually terminated.

Over ten years later, the District approved the following development agreements with builders within the Summerwind master planned community that utilize the drinking water pipeline pre-paid by SunCal Communities.

Agreement Number	Builder	Board Meeting Date	Board Memorandum
18-10	Lennar Homes	July 17, 2018	DM 18-105
18-11	DR Horton	September 4, 2018	DM 18-125
18-17	Meritage Homes	January 15, 2019	DM 19-009

Upon review of the development files, the three development agreements listed above should each receive credit against the District's Facility Capacity Charge - Drinking Water Pipelines previously paid by SunCal Communities. This specific facility capacity charge component associated with drinking water conveyance pipeline facilities should be reimbursed and not collected until the total prepaid amount of \$1,157,500 is fully allocated to any development within the Summerwind Project.

The draft development agreement amendments will be worded to indicate that this credit will be applied on a "first-come, first-served" basis until the prepayment is fully allocated.

The District staff recommends processing amendments to each development agreement to reflect this correction.

**AMENDMENT NO. 1
TO
AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER,
AND SEWER SERVICE TO TRACT NUMBER 32702 (141 LOTS) AND
TRACT 32702-5 (105 LOTS) IN THE CITY OF CALIMESA,
COUNTY OF RIVERSIDE**

This Amendment No. 1 ("Amendment No. 1") to the Agreement No. 2018-10 dated July 17, 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and Lennar Homes of California, Inc. ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-074	#65-28113

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District	Developer
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	Lennar Homes of California, Inc. 980 Montecito Drive, #302 Corona, California 92879 Attention: Geoffrey Smith, Vice President of Forward Planning Telephone: (951) 817-3517

This Amendment No. 1 applies to the following tract(s) and lots pursuant to the original Agreement:

Tract Number and Lot Numbers	City / County
Tract No. 32702 - Lots 1-141 (141 lots) Tract No. 32702-5 - Lots 1-105 (105 lots)	City of Calimesa / Riverside County

RECITALS

WHEREAS, the Parties have previously entered into an Agreement having the effective date of July 17, 2018 which related to the Developer desiring to obtain drinking water service, recycled water service, and sewer service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions; and

NOW, THEREFORE, based upon the above Recitals, and the covenants, terms and conditions of the Agreement, the Parties have entered into this Amendment No. 1 for the purpose of amending the Agreement hereinbelow, and except as specifically provided herein, the Agreement and all prior amendments, if any, shall remain in full force and effect as originally stated.

1. On July 20, 2018, the Yucaipa Valley Water District received a prepayment in the amount of \$1,157,500 from SunCal Communities for the construction of drinking water pipeline

Yucaipa Valley Water District
Development Agreement No. 2018-10 - Amendment No. 1
Page 2 of 2

facilities necessary to provide drinking water to the Summerwind Development. As a result of this prepayment, Development Agreement No. 2018-10 is hereby amended such that the Drinking Water Facility Capacity Charge - Drinking Water Pipelines will not be collected for drinking water service connections within the Summerwind Development. A credit will be applied to new drinking water services until the original prepayment is fully depleted on a first-come, first-serve basis with other developments in Summerwind based on the date building permits are issued by the City of Calimesa.

2. Any payment of Drinking Water Facility Capacity Charge - Drinking Water Pipelines previously paid by the Developer for the project identified herein shall be refunded.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: September 3, 2019

By: _____

Chris Mann

Print Name

Board President

Print Title

LENNAR

Dated: _____

By: _____

Print Name

Print Title

**AMENDMENT NO. 1
TO
AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER,
AND SEWER SERVICE TO TRACT NUMBER 32702-1 (121 LOTS) AND
TRACT 32702-2 (41 LOTS) IN THE CITY OF CALIMESA,
COUNTY OF RIVERSIDE**

This Amendment No. 1 ("Amendment No. 1") to the Agreement No. 2018-11 dated September 4, 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and DR Horton ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-074	#65-28113

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District	Developer
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	DR Horton 2280 Wardlow Circle, #100 Corona, California 92880 Attention: Barbara Murakami, Vice President Telephone: (951) 739-5443

This Amendment No. 1 applies to the following tract(s) and lots pursuant to the original Agreement:

Tract Number and Lot Numbers	City / County
Tract No. 32702-1 - Lots 1-121 (121 lots) Tract No. 32702-2 - Lots 1-41 (41 lots)	City of Calimesa / Riverside County

RECITALS

WHEREAS, the Parties have previously entered into an Agreement having the effective date of September 4, 2018 which related to the Developer desiring to obtain drinking water service, recycled water service, and sewer service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions; and

NOW, THEREFORE, based upon the above Recitals, and the covenants, terms and conditions of the Agreement, the Parties have entered into this Amendment No. 1 for the purpose of amending the Agreement hereinbelow, and except as specifically provided herein, the Agreement and all prior amendments, if any, shall remain in full force and effect as originally stated.

1. On July 20, 2018, the Yucaipa Valley Water District received a prepayment in the amount of \$1,157,500 from SunCal Communities for the construction of drinking water pipeline facilities necessary to provide drinking water to the Summerwind Development. As a

Yucaipa Valley Water District
Development Agreement No. 2018-11 - Amendment No. 1
Page 2 of 2

result of this prepayment, Development Agreement No. 2018-11 is hereby amended such that the Drinking Water Facility Capacity Charge - Drinking Water Pipelines will not be collected for drinking water service connections within the Summerwind Development. A credit will be applied to new drinking water services until the original prepayment is fully depleted on a first-come, first-serve basis with other developments in Summerwind based on the date building permits are issued by the City of Calimesa.

2. Any payment of Drinking Water Facility Capacity Charge - Drinking Water Pipelines previously paid by the Developer for the project identified herein shall be refunded.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: September 3, 2019

By:

Chris Mann

Print Name

Board President

Print Title

DR Horton

Dated:

By:

Print Name

Print Title

**AMENDMENT NO. 1
TO
AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER,
AND SEWER SERVICE TO TRACT NUMBER 32702-3 (80 LOTS) IN THE
CITY OF CALIMESA, COUNTY OF RIVERSIDE**

This Amendment No. 1 ("Amendment No. 1") to the Agreement No. 2018-17 dated January 15, 2019, by and between the Yucaipa Valley Water District, a public agency ("District") and Meritage Homes MLC Holdings, Inc. ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-071	#65-30116

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District	Developer
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	Meritage Homes, MLC Holdings Inc. 5 Peters Canyon Road, Suite 310 Irvine, CA 92606 Attention: Lester Tucker, Vice President of Forward Planning Telephone: 949-372-3305

This Amendment No. 1 applies to the following tract(s) and lots pursuant to the original Agreement:

Tract Number and Lot Numbers	City / County
Tract No. 32702-3 - Lots 1-80 (80 lots)	City of Calimesa / Riverside County

RECITALS

WHEREAS, the Parties have previously entered into an Agreement having the effective date of January 15, 2019 which related to the Developer desiring to obtain drinking water service, recycled water service, and sewer service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions; and

NOW, THEREFORE, based upon the above Recitals, and the covenants, terms and conditions of the Agreement, the Parties have entered into this Amendment No. 1 for the purpose of amending the Agreement hereinbelow, and except as specifically provided herein, the Agreement and all prior amendments, if any, shall remain in full force and effect as originally stated.

1. On July 20, 2018, the Yucaipa Valley Water District received a prepayment in the amount of \$1,157,500 from SunCal Communities for the construction of drinking water pipeline facilities necessary to provide drinking water to the Summerwind Development. As a

Yucaipa Valley Water District
Development Agreement No. 2018-17 - Amendment No. 1
Page 2 of 2

result of this prepayment, Development Agreement No. 2018-17 is hereby amended such that the Drinking Water Facility Capacity Charge - Drinking Water Pipelines will not be collected for drinking water service connections within the Summerwind Development. A credit will be applied to new drinking water services until the original prepayment is fully depleted on a first-come, first-serve basis with other developments in Summerwind based on the date building permits are issued by the City of Calimesa.

2. Any payment of Drinking Water Facility Capacity Charge - Drinking Water Pipelines previously paid by the Developer for the project identified herein shall be refunded.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: September 3, 2019

By: _____

Chris Mann

Print Name

Board President

Print Title

MERITAGE HOMES

Dated: _____

By: _____

Print Name

Print Title

Board Reports



Yucaipa Valley Water District

Director Comments



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
72 full time employees

FY 2019-20 Operating Budget: Water Division - \$14,455,500
Sewer Division - \$12,217,712
Recycled Water Division - \$1,301,447

Number of Services: 13,794 drinking water connections serving 19,243 units
14,104 sewer connections serving 22,774 units
111 recycled water connections serving 460 units

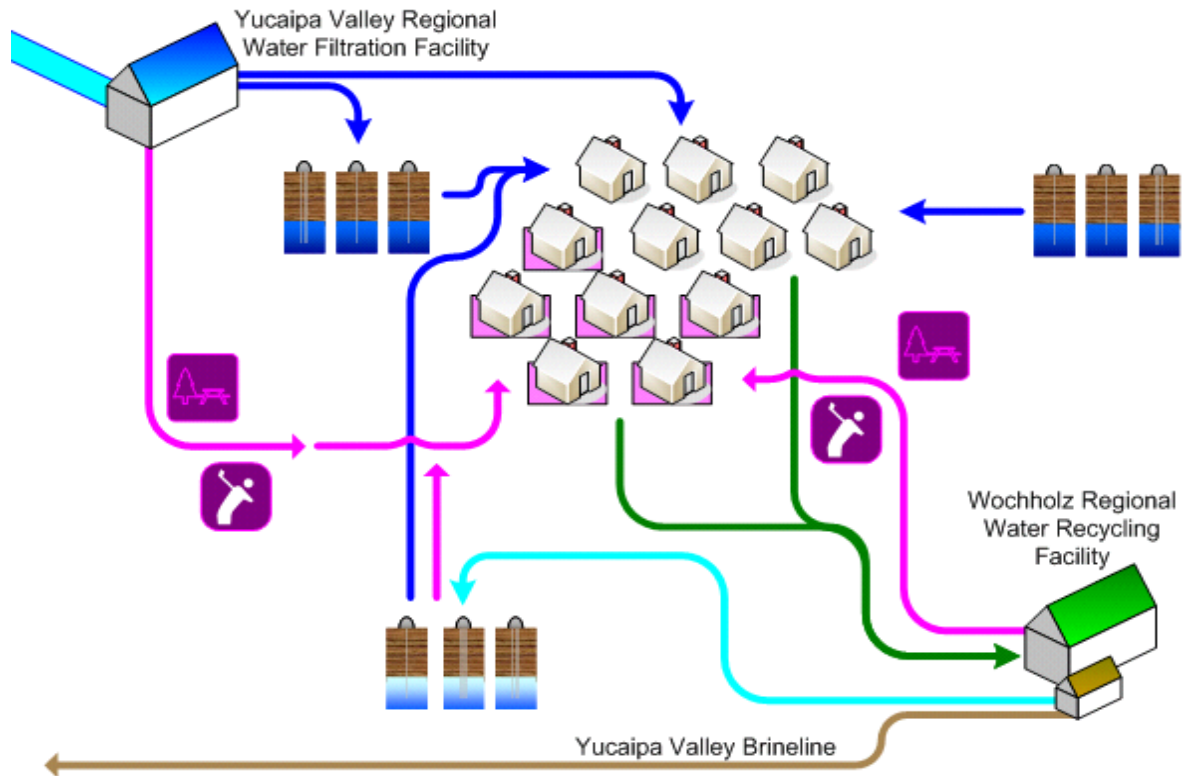
Water System: 223 miles of drinking water pipelines
2,033 fire hydrants
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
2.958 billion gallon annual drinking water demand
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

Sewer System: 8.0 million gallon treatment capacity - current flow at 4.0 mgd
213 miles of sewer mainlines
4,504 sewer manholes
5 sewer lift stations
1.46 billion gallons of recycled water produced per year

Recycled Water: 22 miles of recycled water pipelines
5 reservoirs - 12 million gallons of storage
0.681 billion gallon annual recycled water demand

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

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



Typical Rates, Fees and Charges:

- **Drinking Water Commodity Charge:**

1,000 gallons to 15,000 gallons	\$1.429 per each 1,000 gallons
16,000 gallons to 60,000 gallons	\$1.919 per each 1,000 gallons
61,000 gallons to 100,000 gallons	\$2.099 per each 1,000 gallons
101,000 gallons or more	\$2.429 per each 1,000 gallons
- **Recycled Water Commodity Charge:**

1,000 gallons or more	\$1.425 per each 1,000 gallons
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- **Water Meter Service Charge (Drinking Water or Recycled Water):**

5/8" x 3/4" Water Meter	\$14.00 per month
1" Water Meter	\$23.38 per month
1-1/2" Water Meter	\$46.62 per month
- **Sewer Collection and Treatment Charge:**

Typical Residential Charge	\$42.43 per month
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State Water Contractors: San Bernardino Valley Municipal Water District
San Gorgonio Pass Water Agency



	San Bernardino Valley Municipal Water District	San Gorgonio Pass Water Agency
Service Area Size	353 square miles	222 square miles
Table "A" Water Entitlement	102,600 acre feet	17,300 acre feet
Imported Water Rate	\$125.80 / acre foot	\$399 / acre foot
Tax Rates for FY 2019-20	\$0.1425 per \$100	\$0.1775 per \$100
Number of Board Members	Five (5)	Seven (7)
Operating Budget FY 2019-20	\$58,372,000	\$9,551,000

Imported Water Charges (Pass-through State Water Project Charge)

- San Bernardino Valley Municipal Water District - Customers in San Bernardino County or City of Yucaipa pay a pass-through amount of \$0.270 per 1,000 gallons.
- San Gorgonio Pass Water Agency - Customers in Riverside County or City of Calimesa pay a pass-through amount of \$0.660 per 1,000 gallons. A proposed rate change to \$0.857 per 1,000 gallons is pending future consideration by YVWD.





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 wastewater 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 wastewater treatment process. This high-quality product can be recycled as a soil amendment on farmland or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

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

Certificate of Participation (COP) - A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

Coliform Bacteria - A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

Collections System - In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

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.

Contaminants of Potential Concern (CPC) - Pharmaceuticals, hormones, and other organic wastewater contaminants.

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.

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.

Levels of Service (LOS) - Goals to support environmental and public expectations for performance.

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.

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.

Santa Ana River Interceptor (SARI) Line - A regional brine line designed to convey 30 million gallons per day (MGD) of non-reclaimable wastewater from the upper Santa Ana River basin to Orange County Sanitation District for treatment, use and/or disposal.

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

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 wastewater.

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.

South Coast Air Quality Management District (SCAQMD) - Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

Special district - A form of local government created by a local community to meet a specific need. Yucaipa Valley Water District is a County Water District formed pursuant to Section 30000 of the California Water Code

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.

Surface Water - Water found in lakes, streams, rivers, oceans, or reservoirs behind dams. In addition to using groundwater, Yucaipa Valley Water District receives surface water from the Oak Glen area.

Sustainable Groundwater Management Act (SGMA) - Pursuant to legislation signed by Governor Jerry Brown in 2014, the Sustainable Groundwater Management Act requires water agencies to manage groundwater extractions to not cause undesirable results from over production.

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 wastewater as it trickles over them.

Underground Service Alert (USA) - A free service (<https://www.digalert.org>) 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 carry 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.

Water Pressure - Water pressure is created by the weight and elevation of water and/or generated by pumps that deliver water to customers.

Water Service Line - A water service line is used to deliver water from the Yucaipa Valley Water District's mainline distribution system.

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.

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

Water-Wise House Call - a service which provides a custom evaluation of a customer's indoor and outdoor water use and landscape watering requirements.

Well - a hole drilled into the ground to tap an underground aquifer.

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





COMMONLY USED ABBREVIATIONS

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