



Yucaipa Valley Water District

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

Notice and Agenda of a Meeting of the Board of Directors

Tuesday, February 9, 2021 at 4:00 p.m.

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20 (a copy of which is attached to this agenda), the Yucaipa Valley Water District will be conducting this meeting by teleconference only. Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. III.

**This meeting is available by calling (888) 475-4499
Meeting ID: 676-950-731#**

**Participate in the meeting online at
<https://zoom.us/j/676950731>
Passcode: 765589**

There will be no public physical location for attending this meeting in person. The District's Board meeting room will be closed to the public until further notice.

If you are unable to participate by telephone, you may submit comments and/or questions in writing for the Board's consideration by sending them to inquiry@yvwd.us. Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.

- I. CALL TO ORDER**
 - II. ROLL CALL**
 - III. PUBLIC COMMENTS** - At this time, members of the public may briefly address the Board of Directors on matters within its jurisdiction or on any matter listed on this agenda.
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Any person who requires accommodation to participate in this meeting should contact the District office at (909) 797-5117, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

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

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. Board Meeting - February 2, 2021

V. STAFF REPORT

VI. DISCUSSION ITEMS

- A. Overview of Water Conservation Efforts within the San Bernardino Valley Municipal Water District's Service Area [[Director Memorandum No. 21-023 - Page 14 of 110](#)]
RECOMMENDED ACTION: Staff Presentation – No Action Required.
- B. Presentation of the Unaudited Financial Report for the Period Ending on January 31, 2021 [[Director Memorandum No. 21-024 - Page 15 of 110](#)]
RECOMMENDED ACTION: That the Board receive and file the unaudited financial report.
- C. Annual Billing for the Yucaipa Valley Regional Brineline – Mountain View Power Plant [[Director Memorandum No. 21-025 - Page 43 of 110](#)]
RECOMMENDED ACTION: Staff presentation – no action needed.
- D. Consideration of a Funding Assistance Agreement with the United States Bureau of Reclamation for the Distribution Metering Enhancement Project [[Director Memorandum No. 21-026 - Page 45 of 110](#)]
RECOMMENDED ACTION: That the Board authorize the General Manager to execute the funding assistance agreement with the Bureau of Reclamation.

VII. BOARD REPORTS & DIRECTOR COMMENTS

VIII. ANNOUNCEMENTS

- A. February 16, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- B. February 23, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- C. March 2, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- D. March 9, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- E. March 16, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- F. March 23, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- G. March 30, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- H. April 6, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**

IX. ADJOURNMENT

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-29-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS the threat of COVID-19 has resulted in serious and ongoing economic harms, in particular to some of the most vulnerable Californians; and

WHEREAS time bound eligibility redeterminations are required for Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries to continue their benefits, in accordance with processes established by the Department of Social Services, the Department of Health Care Services, and the Federal Government; and

WHEREAS social distancing recommendations or Orders as well as a statewide imperative for critical employees to focus on health needs may prevent Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries from obtaining in-person eligibility redeterminations; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. As to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(a) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of this Order. This Order shall be construed to be consistent with applicable federal laws, including but not limited to Code of Federal Regulations, Title 42, section 435.912, subdivision (e), as interpreted by the Centers for Medicare and Medicaid Services (in guidance issued on January 30, 2018) to permit the extension of

otherwise-applicable Medicaid time limits in emergency situations.

2. Through June 17, 2020, any month or partial month in which California Work Opportunity and Responsibility to Kids (CalWORKs) aid or services are received pursuant to Welfare and Institutions Code Section 11200 et seq. shall not be counted for purposes of the 48-month time limit set forth in Welfare and Institutions Code Section 11454. Any waiver of this time limit shall not be applied if it will exceed the federal time limits set forth in Code of Federal Regulations, Title 45, section 264.1.
3. Paragraph 11 of Executive Order N-25-20 (March 12, 2020) is withdrawn and superseded by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow

members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

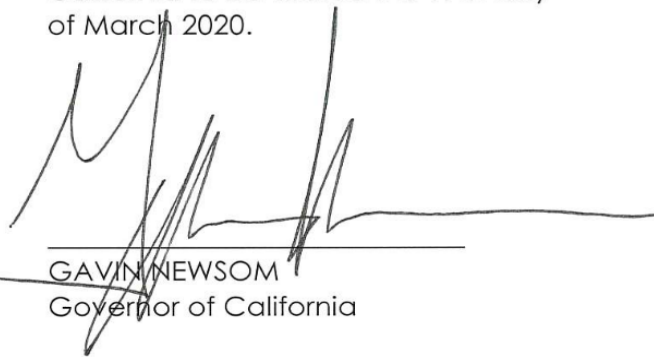
All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

All state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 17th day of March 2020.



GAVIN NEWSOM
Governor of California

Consent Calendar



Yucaipa Valley Water District

MINUTES OF A BOARD MEETING - TELECONFERENCE

February 2, 2021 at 4:00 pm

Directors Present:

Chris Mann, President
Lonni Granlund, Vice President
Jay Bogh, Director
Joyce McIntire, Director
Dennis Miller, Director

Staff Present:

Wade Allsup, Information Systems Specialist
Jennifer Ares, Water Resource Manager
Madeline Blua, Water Resource Specialist
Allison Edmisten, Chief Financial Officer
Chelsie Fogus, Administrative Assistant I
Ashley Gibson, Regulatory Compliance Manager
Dustin Hochreiter, Senior Engineering Technician
Mike Kostecky, Operations Manager
Tim Mackamul, Operations Manager
Mike Rivera, Public Works Supervisor
John Wrobel, Operations Manager
Joseph Zoba, General Manager

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Logan Largent, Ortega Strategies Group
Larry Smith, San Geronio Pass Water Agency

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20 (a copy of which was attached to the meeting agenda), the Yucaipa Valley Water District conducted this meeting by teleconference.

The meeting was available to the public by calling (888) 475-4499 using passcode 676-950-731 and live presentation material was available at <https://zoom.us/j/676950731> using 765589.

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 4:00 p.m.

ROLL CALL

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

PUBLIC COMMENTS

None

CONSENT CALENDAR

Director Dennis Miller moved to approve the consent calendar and Director Lonni Granlund seconded the motion.

A. Minutes of Meetings

1. Board Meeting - January 26, 2021

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Dennis Miller - Yes

STAFF REPORT

General Manager Joseph Zoba reported on the following item:

- The board packet included a Q&A from the California Department of Water Resources - How does DWR manage water allocation to the state's public water agencies?
- Correspondence from David and Valerie Williams DiBiase thanking the public works staff members for their work on the Date Avenue Pipeline was presented.
- Information about Assembly Bill Nol 685 declaring the affordability of clean water was also presented.

DISCUSSION ITEMS:

DM 21-018

Chief Financial Officer Allison Edmisten discussed the appropriation limitation for Fiscal Year 2020-21.

ADOPTION OF
RESOLUTION NO. 2021-
09 ESTABLISHING THE
APPROPRIATION LIMIT
FOR FISCAL YEAR
2020-21

Director Dennis Miller moved that the Board adopt Resolution No. 2021-09.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Dennis Miller - Yes

DM 21-019

STATUS REPORT ON
THE ADVANCED
METERING
INFRASTRUCTURE
PROJECT

Chief Financial Officer Allison Edmisten provided a status report on the installation of the Advanced Metering Infrastructure network that is used to collect water meter reading information for drinking water and recycled water customers.

DM 21-020

STATUS UPDATE -
REPLACEMENT
DRINKING WATER
PIPELINE IN
WILDWOOD CANYON
ROAD, YUCAIPA

Senior Engineering Technician Dustin Hochreiter provided an overview of the Wildwood Canyon Pipeline Project. The pipeline installation is now complete and the new pipeline is being pressure tested and disinfected. Paving will be completed in the near future.

DM 21-021

CONSIDERATION TO
OVERHAUL THE LOW
PRESSURE AIR
COMPRESSOR AT THE
WOCHHOLZ REGIONAL
WATER RECYCLING
FACILITY

Operation Manager Tim Mackamul presented information about the low pressure air compressor repairs needed for the microfiltration system at the Wochholz Regional Water Recycling Facility.

Director Joyce McIntire moved that the Board authorize the General Manager to execute the proposal from Atlas Copco for a sum not to exceed \$55,479 and adopt Resolution No. 2021-10.

Director Dennis Miller seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Dennis Miller - Yes

DM 21-022

REVIEW OF CATALOG
OF FUNCTIONAL
COMPUTER
ENTERPRISE
SYSTEMS USED BY
THE YUCAIPA VALLEY
WATER DISTRICT

Information Systems Specialist Wade Allsup discussed the list of enterprise computer programs used by the Yucaipa Valley Water District.

Director Dennis Miller moved that the Board authorize the publication of functional computer enterprise systems pursuant to Government Code Section 6270.5.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes

Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Dennis Miller - Yes

BOARD REPORTS AND
DIRECTOR COMMENTS

Director Joyce McIntire reported on the Water Agency Messaging webinar attended in January 2021.

Director Lonni Granlund reported on the Yucaipa Sustainable Groundwater Management Agency meeting held on January 27, 2021.

Director Joyce McIntire reported on the San Gorgonio Pass Regional Water Alliance meeting held on January 27, 2021.

Director Joyce McIntire reported on the San Gorgonio Pass Water Agency board meeting held on February 1, 2021.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 4:35 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

Staff Report



Yucaipa Valley Water District

Discussion Items



Yucaipa Valley Water District



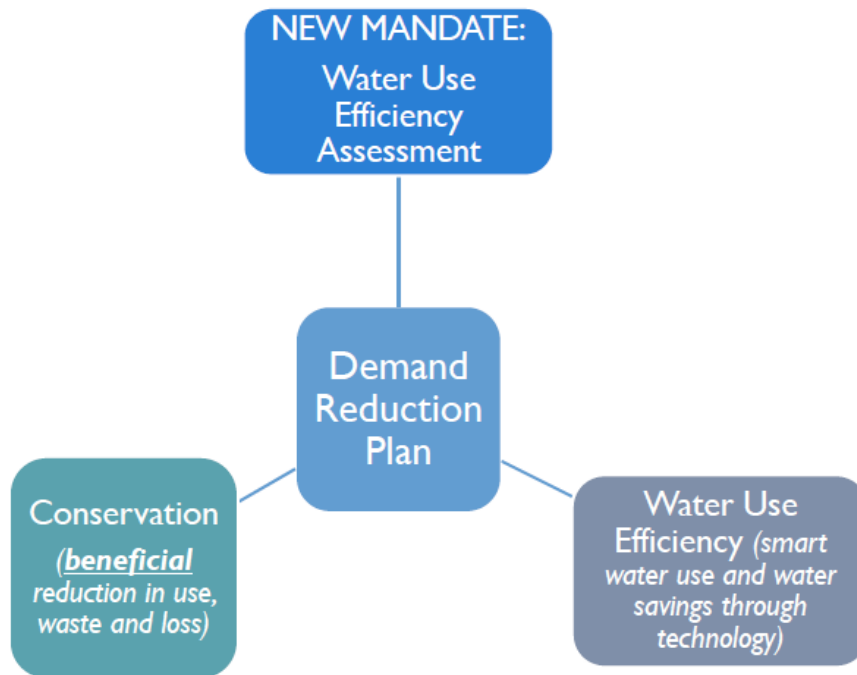
Date: February 9, 2021

Prepared By: Jennifer Ares, Water Resource Manager

Subject: Overview of Water Conservation Efforts within the San Bernardino Valley Municipal Water District’s Service Area

Recommendation: Staff Presentation – No Action Required.

Yucaipa Valley Water District (“District”) has partnered with the San Bernardino Valley Municipal Water District (“Valley District”) on water conservation efforts for several years. Valley District has been instrumental in assisting water retailers with their conservation efforts by offering a 25% match on various rebate programs. In addition, Valley District has recently conducted a Water Use Efficiency Assessment to evaluate past conservation performance metrics and potential opportunities for conservation with the new state regulations. Staff members from Valley District staff will present the results of the demand reduction information to help determine the best opportunities for future conservation program elements.





Date: February 9, 2021

Prepared By: Allison M. Edmisten, Chief Financial Officer

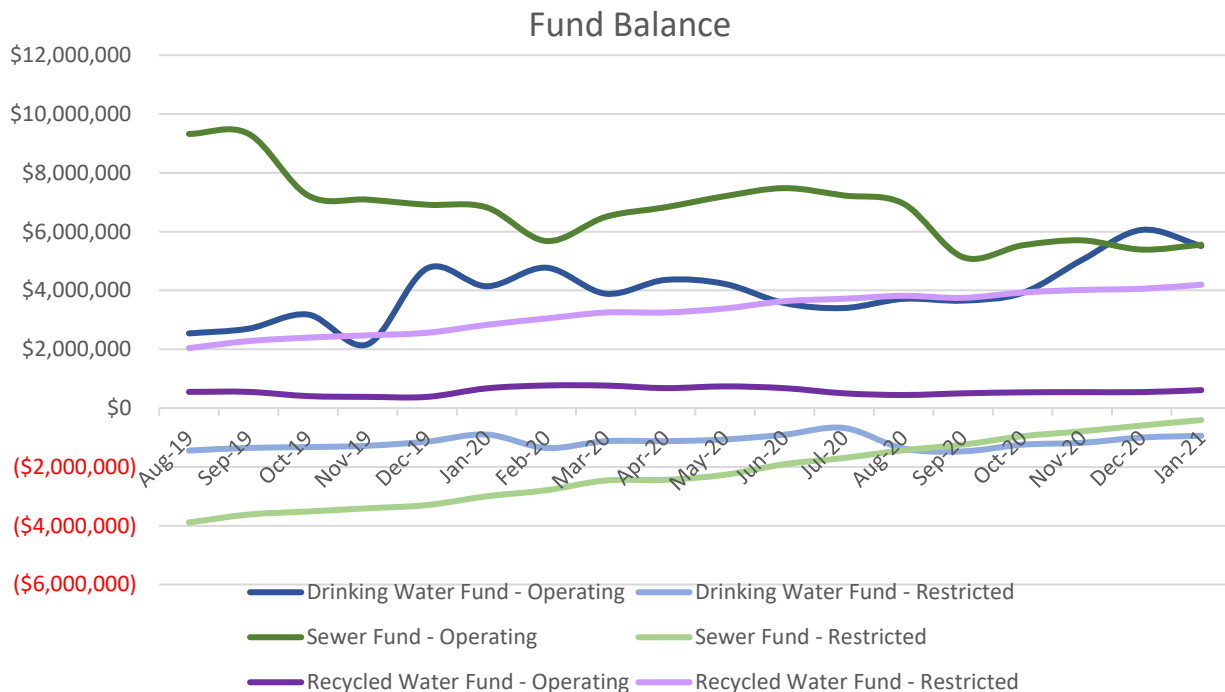
Subject: Presentation of the Unaudited Financial Report for the Period Ending on January 31, 2021

Recommendation: That the Board receive and file the unaudited financial report.

The following unaudited financial report has been prepared by the Administrative Department for your review. Please remember that the following financial information has not been audited.

Cash Fund Balance and Cash Flow Reports

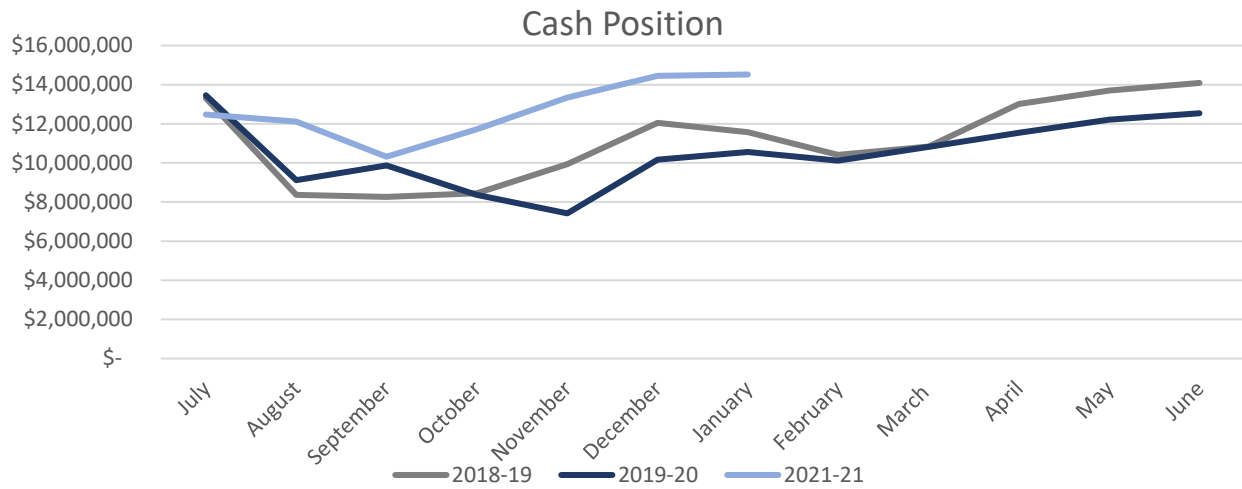
The Cash Fund Balance Report provides a summary of how the total amount of funds maintained by financial institutions is distributed throughout the enterprise and non-enterprise funds of the District. A summary of the report is as follows:



Most of the funds reflected in the Cash Fund Balance Report are designated for specific purposes and are therefore restricted, either by law or by District policy.

Cash Fund Balance Report - January 2021

Water Division		GL#	Balance
Restricted	ID 1 Construction Funds	02-000-10216	\$ 293,145.85
	ID 2 Construction Funds	02-000-10217	\$ -
	FCC - Debt Service YVRWFF Phase I	02-000-10401	\$ (6,471,182.90)
	FCC - Future YVRWFF Phase II & III	02-000-10403	\$ 684,064.10
	FCC - Recycled System	02-000-10410	\$ (455,676.50)
	FCC - Booster Pumping Plants	02-000-10411	\$ 1,040,165.04
	FCC - Pipeline Facilities	02-000-10412	\$ 1,227,070.62
	FCC - Water Storage Reservoirs	02-000-10413	\$ 2,739,891.69
Subtotal Restricted Funds			\$ (942,522.10)
Operating	Infrastructure Reserves	02-000-10311	\$ 1,016,737.01
	Sustainability Fund	02-000-10313	\$ 135,708.86
	Rate Stabilization Fund	02-000-10314	\$ 500,209.14
	Supplemental Water Fund - San Bernardino	02-000-10315	\$ 743,317.10
	Supplemental Water Fund - Riverside	02-000-10316	\$ 800,174.13
	Operating Funds:		\$ 2,315,138.95
Subtotal Operating Funds			\$ 5,511,285.19
Total Water Division			\$ 4,568,763.09
Sewer Division		GL#	Balance
Restricted	SRF Reserve Fund - Brinline	03-000-10218	\$ 637,449.00
	SRF Reserve Fund - WISE	03-000-10219	\$ 184,928.00
	SRF Reserve Fund - R 10.3	03-000-10220	\$ 51,531.00
	SRF Reserve Fund - Crow St	03-000-10221	\$ 19,255.00
	FCC - Debt Service WWTP Expansion & Upgrade	03-000-10405	\$ 4,042,087.44
	FCC - Future WWTP Expansion	03-000-10407	\$ 2,949,722.39
	FCC - Sewer Interceptors	03-000-10415	\$ (522,720.15)
	FCC - Lift Stations	03-000-10416	\$ 478,048.87
	FCC - Effluent Disposal Facilities	03-000-10417	\$ (1,107,887.54)
FCC - Salt Mitigation Facilities	03-000-10418	\$ (7,140,546.23)	
Subtotal Restricted Funds			\$ (408,132.22)
Operating	Project Fund - Encumbered	03-000-10215	\$ 646,500.00
	Infrastructure Reserves	03-000-10311	\$ 6,726,777.16
	Rate Stabilization Fund	03-000-10314	\$ 1,464,394.90
	Operating Funds:		\$ (3,283,500.18)
Subtotal Operating Funds			\$ 5,554,171.88
Total Wastewater Division			\$ 5,146,039.66
Recycled Water Division		GL#	Balance
Restricted	FCC - Recycled System	04-000-10410	\$ 395,320.20
	FCC - Booster Pumping Plants	04-000-10411	\$ 259,060.25
	FCC - Pipeline Facilities	04-000-10412	\$ 1,920,557.46
	FCC - Water Storage Reservoirs	04-000-10413	\$ 1,618,981.71
	Subtotal Restricted Funds		
Oper	Infrastructure Reserves	04-000-10311	\$ 315,645.83
	Operating Funds:		\$ 619,164.03
Subtotal Operating Funds			\$ 609,972.59
Total Recycled Water Division			\$ 4,803,892.21
DISTRICT TOTAL			\$ 14,518,694.96

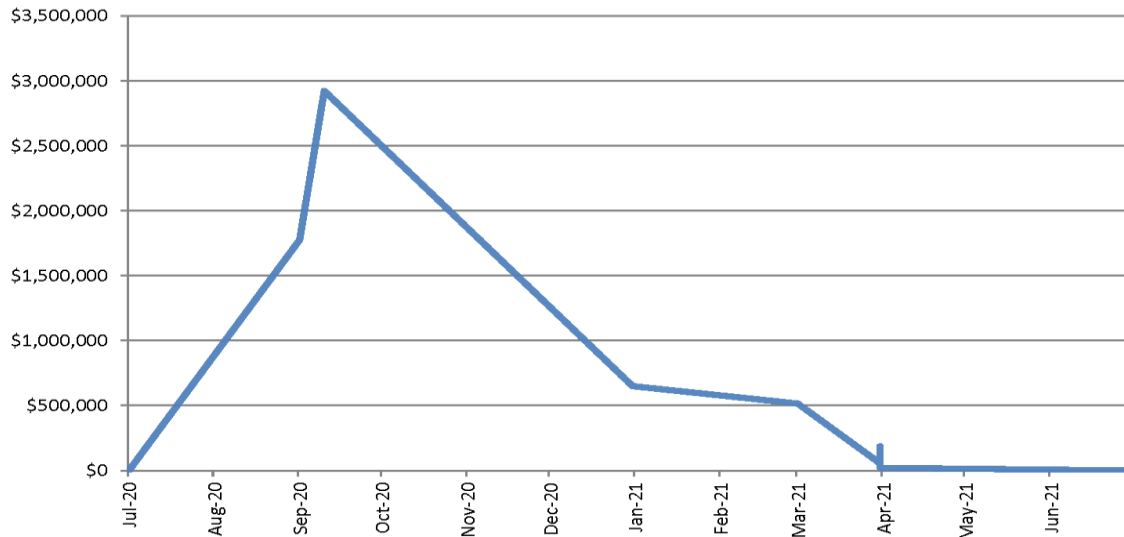


The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

Cash Flow Report for Fiscal Year 2020-21

Financial Obligations for Fiscal Year 2020-21				
Due Date	Fund	Description	Term of Obligation	Amount
9/1/2020	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 1,776,681.25
9/10/2020	Sewer	SRF Payment - WRWRF	2009-2028	\$ 2,923,668.75
12/31/2020	Sewer	SRF Payment - Yucaipa Regional Brineline	2013-2032	\$ 649,273.50
3/1/2021	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 515,931.25
3/31/2021	Sewer	SRF Payment - Recycled Reservoir R-10.3	2014-2033	\$ 54,277.31
3/31/2021	Sewer	SRF Payment - Desalinization at WRWRF	2014-2033	\$ 185,251.30
3/31/2021	Sewer	SRF Payment - Crow Street/Recycled Booster B-12.1	2016-2035	\$ 21,223.27
		Total		\$ 6,126,306.63

Payment Schedule and Cash Flow Requirements for Fiscal Year 2020-21



Cash Disbursement Report

The cash disbursement report lists each check and electronic payment processed during the month. All payments are reviewed by District staff for accuracy and completeness, checks are usually signed by the General Manager and one Director but may be signed by two Directors. The Chief Financial Officer will make any check, payment, invoice or supporting documentation available for review to any board member upon request.

Check Register - January 2021

Date	Check #	Payee or Description	Amount
1/11/2021	38294	Atkinson, Andelson, Loya, Ruud & Romo	\$ 65.00
1/11/2021	38295	Risk Sciences	\$ 2,333.33
1/11/2021	38296	ADS, LLC	\$ 6,210.00
1/11/2021	38297	Alpine Springs	\$ 114.95
1/11/2021	38298	Ameripride Uniform Services	\$ 853.18
1/11/2021	38299	AT&T Mobility	\$ 1,960.22
1/11/2021	38300	Augusta Fiberglass Coatings, Inc	\$ 11,550.00
1/11/2021	38301	AutoZone Stores LLC	\$ 26.94
1/11/2021	38302	Backflow Prevention Device Inspections,	\$ 115.43
1/11/2021	38303	Bay Alarm Company	\$ 5,643.80
1/11/2021	38304	Best Home Center	\$ 19.37
1/11/2021	38305	BofA Credit Card	\$ 9,370.63
1/11/2021	38306	Borden Excavating, Inc.	\$ 31,659.68
1/11/2021	38307	Brenntag Pacific, Inc	\$ 16,228.72
1/11/2021	38308	BSK Associates	\$ 1,360.00
1/11/2021	38309	CA-EPA Dept Of Toxic Substances/DTSC	\$ 300.00
1/11/2021	38310	California Department of Fish and Wildli	\$ 7,172.50
1/11/2021	38311	California Water Environment Association	\$ 192.00
1/11/2021	38312	Caselle, Inc.	\$ 2,870.00
1/11/2021	38313	Clinical Laboratory of San Bernardino	\$ 9,987.00
1/11/2021	38314	Coverall North America, Inc.	\$ 1,331.00
1/11/2021	38315	Craig Chin	\$ 7,218.29
1/11/2021	38316	Doan and Hartwig Water Systems, Inc.	\$ 6,899.90
1/11/2021	38317	Donald Tellyer	\$ 40.98
1/11/2021	38318	Epic Pest Management	\$ 170.00
1/11/2021	38319	Evoqua Water Technologies LLC	\$ 303.05
1/11/2021	38320	Fedex	\$ 147.06
1/11/2021	38321	First American Data Tree, LLC	\$ 50.00
1/11/2021	38322	Freedom Mailing Services	\$ 7,864.35
1/11/2021	38323	Frontier Communications	\$ 216.80
1/11/2021	38324	G&G Environmental Compliance, Inc	\$ 3,887.50
1/11/2021	38325	Gerold Construction Inc.	\$ 2,890.00
1/11/2021	38326	GLS US	\$ 95.91
1/11/2021	38327	Grainger	\$ 209.69
1/11/2021	38328	Hasa, Inc.	\$ 7,560.16
1/11/2021	38329	JW D'Angelo Co.	\$ 18,056.03
1/11/2021	38330	Krieger & Stewart	\$ 95,057.30
1/11/2021	38331	Les Schwab Tire Center	\$ 72.80

Check Register - January 2021

Date	Check #	Payee or Description	Amount
1/11/2021	38332	Merit Oil Company	\$ 5,123.14
1/11/2021	38333	NCL Of Wisconsin Inc	\$ 112.60
1/11/2021	38334	NetComp Technologies, Inc.	\$ 150.00
1/11/2021	38335	Nexa	\$ 695.00
1/11/2021	38336	Pacific Coast Landscape & Design, Inc.	\$ 5,475.00
1/11/2021	38337	Pride Plumbing Services	\$ 329.63
1/11/2021	38338	Pro-Pipe & Supply, Inc.	\$ 144.03
1/11/2021	38339	Q Versa, LLC	\$ 8,476.63
1/11/2021	38340	Quadient Leasing USA, Inc	\$ 353.07
1/11/2021	38341	Redline	\$ 19,572.86
1/11/2021	38342	Russell Anderson	\$ 74.97
1/11/2021	38343	San Bdno. Valley Muni. Water Dist.	\$ -
1/11/2021	38344	San Bernardino County Dept of Public Wor	\$ 32,173.00
1/11/2021	38345	San Gorgonio Pass Water Agency	\$ 12,281.22
1/11/2021	38346	SCCI, Inc.	\$ 350.00
1/11/2021	38347	SCE Rosemead	\$ 188,109.45
1/11/2021	38348	Separation Processes, Inc.	\$ 5,988.75
1/11/2021	38349	South Coast A.Q.M.D.	\$ 557.42
1/11/2021	38350	Spectrum Business	\$ 2,649.00
1/11/2021	38351	State Water Resources Control Board	\$ 40,999.20
1/11/2021	38352	The Counseling Team International	\$ 600.00
1/11/2021	38353	The Gas Company	\$ 4,151.92
1/11/2021	38354	Time Warner Cable	\$ -
1/11/2021	38355	TPX Communications	\$ 1,962.46
1/11/2021	38356	Underground Service Alert Of So. CA	\$ 278.95
1/11/2021	38357	United Rentals Inc.	\$ 471.65
1/11/2021	38358	US Bank	\$ 9,639.92
1/11/2021	38359	USA BlueBook	\$ 1,147.38
1/11/2021	38360	USDA Forest Service	\$ 131.88
1/11/2021	38361	Xylem Dewatering Solutions, Inc	\$ 2,392.64
1/11/2021	38362	Yucaipa Disposal, Inc.	\$ 1,998.86
1/11/2021	38363	Yucaipa Valley Water District	\$ 67,852.65
1/11/2021	38364	Berkshire Hathaway Homestate Companies	\$ 20,661.42
1/11/2021	38365	San Bdno. Valley Muni. Water Dist.	\$ 9,618.82
1/11/2021	38366	San Bdno. Valley Muni. Water Dist.	\$ 801,975.00
1/11/2021	38367	Time Warner Cable	\$ 1,834.00
1/11/2021	38368	Time Warner Cable	\$ 5,995.11
1/11/2021	38369	Texas Pride Trailers	\$ 12,772.59
1/19/2021	38370	David L. Wysocki	\$ 3,262.50
1/19/2021	38371	Delta Partners, LLC	\$ 7,500.00
1/19/2021	38372	Dudek & Associates, Inc	\$ 1,030.00
1/19/2021	38373	Geoscience Support Services, Inc.	\$ 9,368.50
1/19/2021	38374	One Stop Landscape Supply Inc	\$ 28,638.50
1/15/2021	38375	California State Disbursement Unit	\$ 628.14

Check Register - January 2021

Date	Check #	Payee or Description	Amount
1/15/2021	38376	WageWorks Inc	\$ 1,668.47
1/19/2021	38377	Aflac	\$ 2,861.60
1/19/2021	38378	Blue Shield of California	\$ 4,275.20
1/19/2021	38379	Nippon Life Insurance Co	\$ 2,872.43
1/19/2021	38380	Standard Dental Insurance Co	\$ 1,369.00
1/19/2021	38381	Standard Insurance Vision Plan	\$ 302.08
1/19/2021	38382	Western Dental Services Inc	\$ 241.04
1/19/2021	38383	Alpine Springs	\$ 92.45
1/19/2021	38384	Ameripride Uniform Services	\$ 830.16
1/19/2021	38385	AT&T Mobility	\$ 1,962.80
1/19/2021	38386	Auto Care Clinic	\$ 672.07
1/19/2021	38387	Best Home Center	\$ 87.93
1/19/2021	38388	BofA Credit Card	\$ 866.67
1/19/2021	38389	Brax Company, Inc	\$ 9,613.31
1/19/2021	38390	Brenntag Pacific, Inc	\$ 43,537.39
1/19/2021	38391	BSK Associates	\$ 1,005.00
1/19/2021	38392	Burgeson's Heating & Air Cond. Inc	\$ 735.00
1/19/2021	38393	California Water Environment Association	\$ 384.00
1/19/2021	38394	Center Electric Services, Inc.	\$ 7,545.62
1/19/2021	38395	Clark Pest Control	\$ 115.00
1/19/2021	38396	Corelogic, Inc.	\$ 330.00
1/19/2021	38397	Crown Ace Hardware - Yucaipa	\$ 164.23
1/19/2021	38398	Dan Nenstiel	\$ 255.69
1/19/2021	38399	Doug's Filter Service, Inc.	\$ 1,266.92
1/19/2021	38400	Empire Fire Equipment	\$ 2,272.50
1/19/2021	38401	Evoqua Water Technologies LLC	\$ 2,271.15
1/19/2021	38402	GLS US	\$ 30.48
1/19/2021	38403	Hasa, Inc.	\$ 4,118.34
1/19/2021	38404	Humboldt Mfg. Co.	\$ 930.00
1/19/2021	38405	J.L. Wingert Co.	\$ 6,018.62
1/19/2021	38406	JW D'Angelo Co.	\$ 3,628.01
1/19/2021	38407	Konica Minolta Business Solutions	\$ 424.68
1/19/2021	38408	Leach Microbial Consulting, LLC	\$ 2,350.00
1/19/2021	38409	Merit Oil Company	\$ 2,007.84
1/20/2021	38410	NAPA Genuine Parts Company	\$ -
1/19/2021	38411	O'Conner Equipment	\$ 595.00
1/19/2021	38412	Pro-Pipe & Supply, Inc.	\$ 38.80
1/19/2021	38413	Ron Vanvoorthuysen	\$ 26.60
1/19/2021	38414	Schaner's WasteWater Prod., Inc	\$ 5,104.00
1/19/2021	38415	Spectrum Business	\$ 1,834.00
1/19/2021	38416	T.T. Technologies, Inc.	\$ 117.86
1/19/2021	38417	Tramfloc, Inc	\$ 1,902.00
1/19/2021	38418	Superior Automotive Warehouse, Inc	\$ 431.39

Check Register - January 2021

Date	Check #	Payee or Description	Amount
1/25/2021	38419	Alejandro Quiroga	\$ 83.47
1/25/2021	38420	Alexander's Meter Reading Solutions	\$ 793.00
1/25/2021	38421	Ameripride Uniform Services	\$ 820.09
1/25/2021	38422	Aquafix, Inc	\$ 11,268.56
1/25/2021	38423	Barnes & Thornburg LLP	\$ 5,000.00
1/25/2021	38424	Bay Alarm Company	\$ 38.36
1/25/2021	38425	Best Home Center	\$ 170.66
1/25/2021	38426	Brenntag Pacific, Inc	\$ 16,876.92
1/25/2021	38427	BSK Associates	\$ 2,090.00
1/25/2021	38428	Contron Scada Systems	\$ 4,453.06
1/25/2021	38429	Crown Ace Hardware - Yucaipa	\$ 92.01
1/25/2021	38430	Earnest Mancilla	\$ 73.53
1/25/2021	38431	Frontier Communications	\$ 46.25
1/25/2021	38432	GEI Consultants, Inc.	\$ 3,418.00
1/25/2021	38433	GLS US	\$ 28.31
1/25/2021	38434	Grainger	\$ 1,001.59
1/25/2021	38435	Home Depot U.S.A. Inc	\$ 585.54
1/25/2021	38436	Inland Water Works Supply Co.	\$ 564.83
1/25/2021	38437	Integrity Hose and Fittings	\$ 576.21
1/25/2021	38438	Joseph Ruiz	\$ 424.82
1/25/2021	38439	JW D'Angelo Co.	\$ 9,345.48
1/25/2021	38440	Matthew M. Barlow	\$ 7,070.00
1/25/2021	38441	Merit Oil Company	\$ 4,000.14
1/25/2021	38442	Moxtra, Inc	\$ 25,380.00
1/25/2021	38443	Nalco Company	\$ 11,311.72
1/25/2021	38444	NetComp Technologies, Inc.	\$ 3,315.13
1/25/2021	38445	Pro-Pipe & Supply, Inc.	\$ 120.55
1/25/2021	38446	Quadiant Leasing USA, Inc	\$ 172.40
1/25/2021	38447	Safeguard Business Systems Inc	\$ 63.19
1/25/2021	38448	San Bdn. Valley Muni. Water Dist.	\$ 32,445.26
1/25/2021	38449	SB CNTY-Solid Waste Mgmt Div	\$ 29.11
1/25/2021	38450	SCE Rosemead	\$ 225,355.44
1/25/2021	38451	Southern CA Emergency Medicine, Inc.	\$ 150.00
1/25/2021	38452	Spectrum Business	\$ 2,649.00
1/25/2021	38453	Sulzer Elector-Mechanical Services Inc.	\$ 2,539.37
1/25/2021	38454	Superior Automotive Warehouse, Inc	\$ 512.83
1/25/2021	38455	Tom Robinette	\$ 12.10
1/25/2021	38456	UPS Store#1504/ Mail Boxes Etc.	\$ 88.29
1/25/2021	38457	US Bank	\$ 9,251.73
1/25/2021	38458	USA BlueBook	\$ 168.10
1/25/2021	38460	Atkinson, Andelson, Loya, Ruud & Romo	\$ 65.00
1/25/2021	38461	Meyers Nave	\$ 45,494.18
1/29/2021	38462	California State Disbursement Unit	\$ 628.14

Check Register - January 2021

Date	Check #	Payee or Description	Amount
1/29/2021	38463	WageWorks Inc	\$ 1,668.47
1/29/2021	38464	Doug Earnest	\$ 685.14
1/29/2021	38465	Joe DeSalliers	\$ 603.35
1/29/2021	38466	Peggy Little	\$ 685.14
1/29/2021	38467	Robert Wall	\$ 799.13
			<u>\$ 2,127,800.36</u>
1/15/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 182,502.94
1/15/2021	electronic pmt	CalPERS 457 & Loan	\$ 28,753.77
1/15/2021	electronic pmt	CalPERS Retirement	\$ 33,713.75
1/15/2021	electronic pmt	EDD - State of California	\$ 10,978.08
1/15/2021	electronic pmt	IRS	\$ 68,697.41
1/15/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 4,378.53
1/19/2021	electronic pmt	CalPERS Health Insurance	\$ 97,037.30
1/29/2021	electronic pmt	CalPERS 457 & Loan	\$ 27,449.94
1/29/2021	electronic pmt	CalPERS Retirement	\$ 33,777.44
1/29/2021	electronic pmt	EDD - State of California	\$ 10,787.73
1/29/2021	electronic pmt	IRS	\$ 61,648.88
1/29/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 4,498.17
1/29/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 151,729.99
1/29/2021	electronic pmt	HUTCHINSON, DANIEL G	\$ 692.62
			<u>\$ 716,646.55</u>

Fiscal Year 2020-21 Reserve Transfers									
Reserve Account - 10311									
Transfer Date	DM #	DM Date	Project	Description	Water	Sewer	Recycled	Transfer #	Resolution
7/31/2020	20-118	7/21/2020	1	Reservoir 16.6	\$ 183,592				
7/31/2020	20-083	5/26/2020	2	Solar at Water Plant	\$ 144,853				
8/11/2020	20-123	8/11/2020	3	Windows 2019 Fileserver (Providence)	\$ 21,783	\$ 21,783	\$ 4,841	1-3	2020-36
8/11/2020	18-232	10/9/2018	4	AMI Project	\$ 129,046				
8/11/2020	20-118	7/21/2020	1	Reservoir 16.6	\$ 27,033				
8/11/2020	20-033	3/24/2020	5	Reservoir 18.4 Electrical	\$ 14,750				
8/25/2020	20-127	8/25/2020	6	Closed Circuit Reverse Osmosis System		\$ 190,000		4	2020-37
8/30/2020	20-118	7/21/2020	1	Reservoir 16.6	\$ 9,563				
9/15/2020	20-132	9/8/2020	7	Wastewater Forsta Auto Strainers (6)	\$ 487,000			7	2020-39
9/30/2020	18-232	10/9/2018	4	AMI Project	\$ 78,454				
9/30/2020	20-140	9/22/2020	9	Skid Steer & Trailer	\$ 4,092	\$ 4,092		8-9	2020-41
10/20/2020	20-054	4/14/2020	10	Vehicles (approved 4/2020)	\$ 79,848	\$ 79,848		3-4	2020-22
12/10/2020	20-146	10/6/2020	11	Property Purchase 12806 Second Street	\$ 107,500	\$ 107,500		10-11	2020-48
12/10/2020	18-232	10/9/2018	4	AMI Project	\$ 14,277				
12/10/2020	20-179	12/8/2020	12	YVRWFF Air Conditioning	\$ 29,650			12	2020-59
12/31/2020	20-181	12/15/2020	13	16" Wildwood Canyon Pipeline	\$ 397,068			13	2020-61
12/31/2020	20-183	12/22/2020	14	2nd Street Demolition	\$ 92,375			14	2020-63

Total Transfers from Reserves \$ (1,333,884) \$ (890,223) \$ (4,841)
Beginning Balance @ 7/1/20 \$ **2,525,595** \$ **3,005,984** \$ **320,486**
 Contribution to Reserves 2020-21 \$ 204,000 \$ -
Ending Balance @ 6/30/21 \$ **1,395,711** \$ **2,115,761** \$ **315,646**

Water Reserve Account					
Transfer Date	DM #	DM Date	Project	Description	10217-Water Fund Impr. District 2
12/31/2020	20-181	12/15/2020	13	16" Wildwood Canyon Pipeline	\$ 80,409

Total Transfers from Reserves \$ (80,409) \$ - \$ -
Beginning Balance @ 7/1/20 \$ **80,409**
 Contribution to Reserves 2020-21
Ending Balance @ 6/30/21 \$ - \$ - \$ -

Fiscal Year 2020-21 Reserve Transfers						
Transfer Date	DIM #	DIM Date	Project	Description	Water Reserve Account	
					10411-FCC Booster Pumping	10413-FCC Water Reservoir
9/15/2020	20-131	9/8/2020	8	R 16.2 Reservoir Design	\$ 87,836	\$ 33,890
					\$ 63,974	\$ 2020-38

Total Transfers from Reserves \$ (87,836) \$ (63,974) \$ (33,890)

Beginning Balance @ 7/1/20 \$ 1,020,535 \$ 1,004,149 \$ 2,548,478

Contribution to Reserves 2020-21 \$ 39,993 \$ 138,512 \$ 111,639

Ending Balance @ 6/30/21 \$ 972,693 \$ 1,078,687 \$ 2,626,228

Transfer Date	DIM #	DIM Date	Project	Description	Recycled Reserve Account	
					10411-FCC Booster Pumping	10413-FCC Recycled Water Reservoir
9/15/2020	20-131	9/8/2020	8	R 16.2 Reservoir Design	\$ 97,816	\$ 37,741
					\$ 71,243	\$ 2020-38

Total Transfers from Reserves \$ (97,816) \$ (71,243) \$ (37,741)

Beginning Balance @ 7/1/20 \$ 286,758 \$ 1,642,634 \$ 1,375,298

Contribution to Reserves 2020-21 \$ 16,647 \$ 82,896 \$ 66,813

Ending Balance @ 6/30/21 \$ 205,589 \$ 1,654,287 \$ 1,404,370

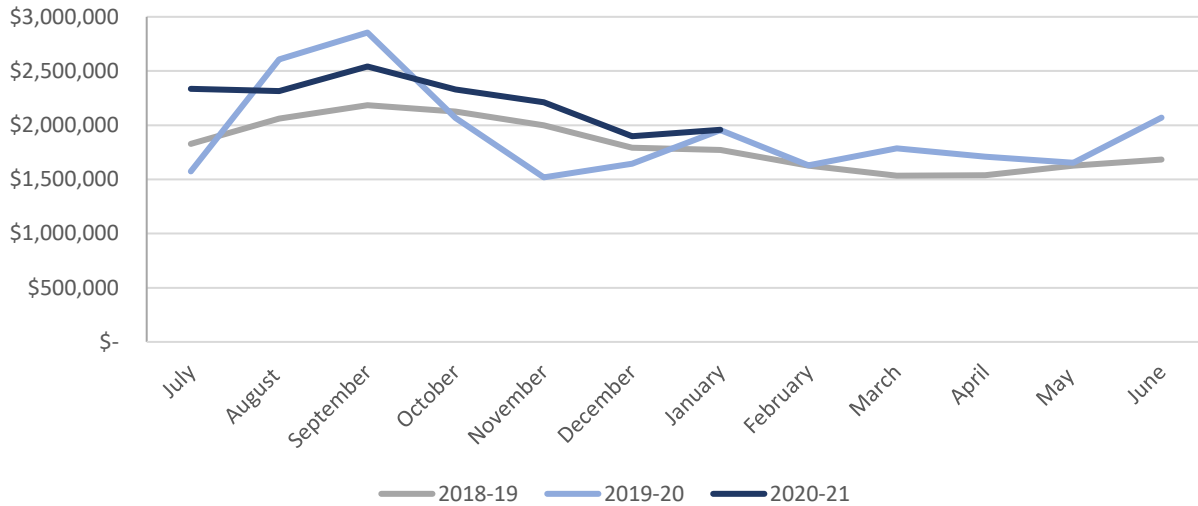
Summary of Projects		
Project	Description	Total Reserves Transfer
1	Reservoir 16.6	\$ 220,188
2	Solar at Water Plant	\$ 144,853
3	Windows 2019 Fileserver (Providence)	\$ 48,406
4	AMI Project	\$ 221,777
5	Reservoir 18.4 Electrical	\$ 14,750
6	Closed Circuit Reverse Osmosis System	\$ 190,000
7	Wastewater Forsta Auto Strainers (6)	\$ 487,000
8	R 16.2 Reservoir Design	\$ 392,500
9*	Skid Steer & Trailer	\$ 130,384
10	Vehicles (approved 4/2020)	\$ 159,696
11	Property Purchase 12806 Second Street	\$ 215,000
12	YVRWFF Air Conditioning	\$ 29,650
13	16" Wildwood Canyon Pipeline	\$ 477,477
14	2nd Street Demolition	\$ 92,375

* Transfer completed in prior year = \$ 122,200

Financial Account Information

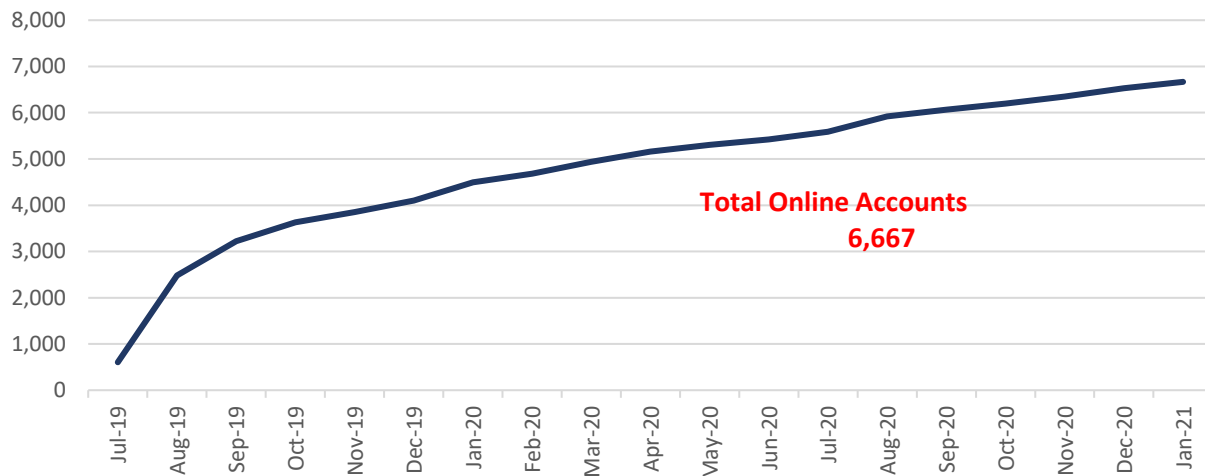
The District currently deposits all revenue received via mail or in person into the Deposit Checking account. All revenue received through Xpress Bill Pay is kept in a separate account and transferred weekly to the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills and for the transfer of LAIF funds. The US treasury notes and bills are booked at cost.

Monthly Utility Revenue

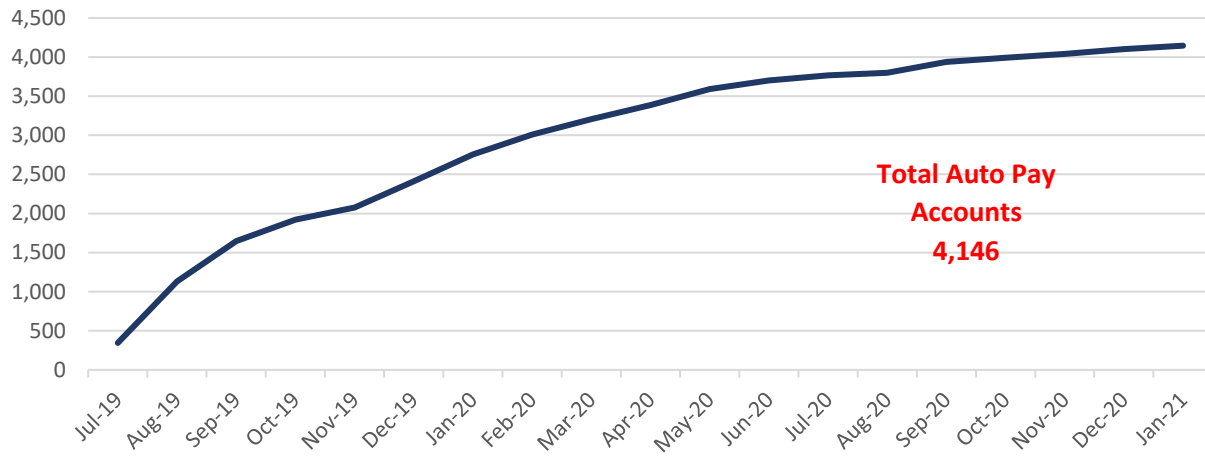


Xpress Bill Pay: Xpress Bill Pay is a third-party vendor the District utilizes to process credit card payments, echecks, online payments from customers, Lockbox payments processed offsite, as well as phone payments processed without a live customer service representative.

Xpress Bill Pay Online Account Enrollment

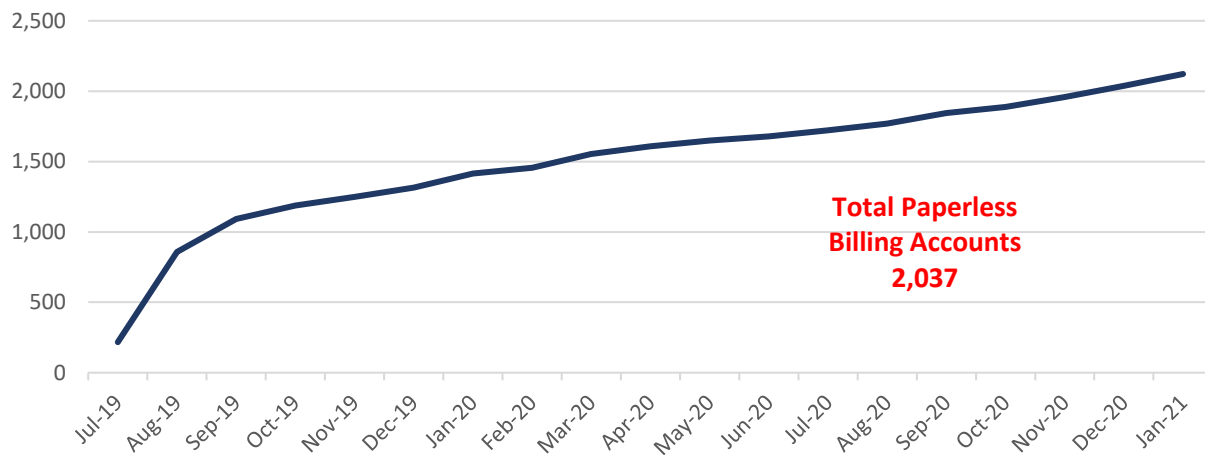


Auto Pay Account Enrollment



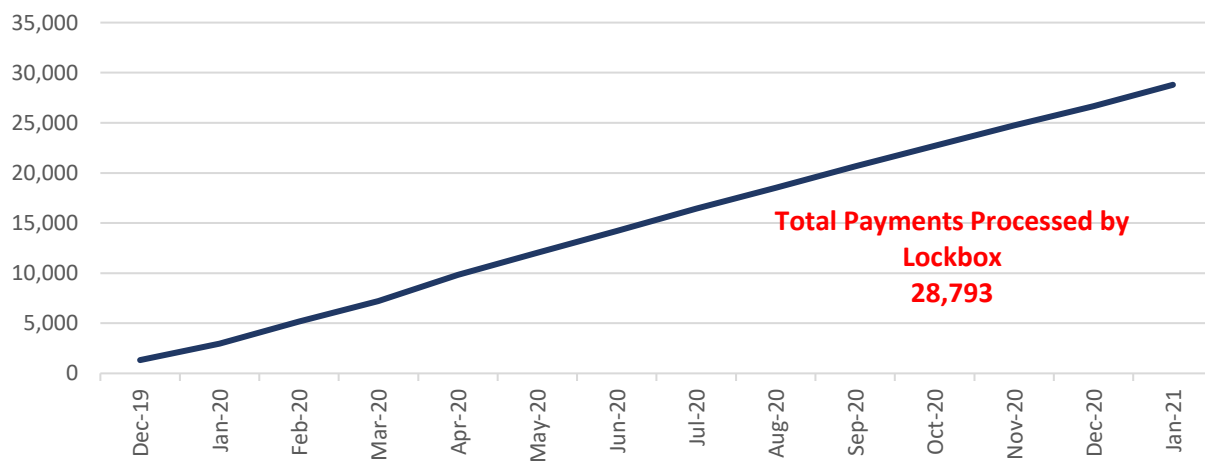
**Total Auto Pay
Accounts
4,146**

Paperless Billing Account Enrollment



**Total Paperless
Billing Accounts
2,037**

Xpress Bill Pay - Payments Processed by Lockbox

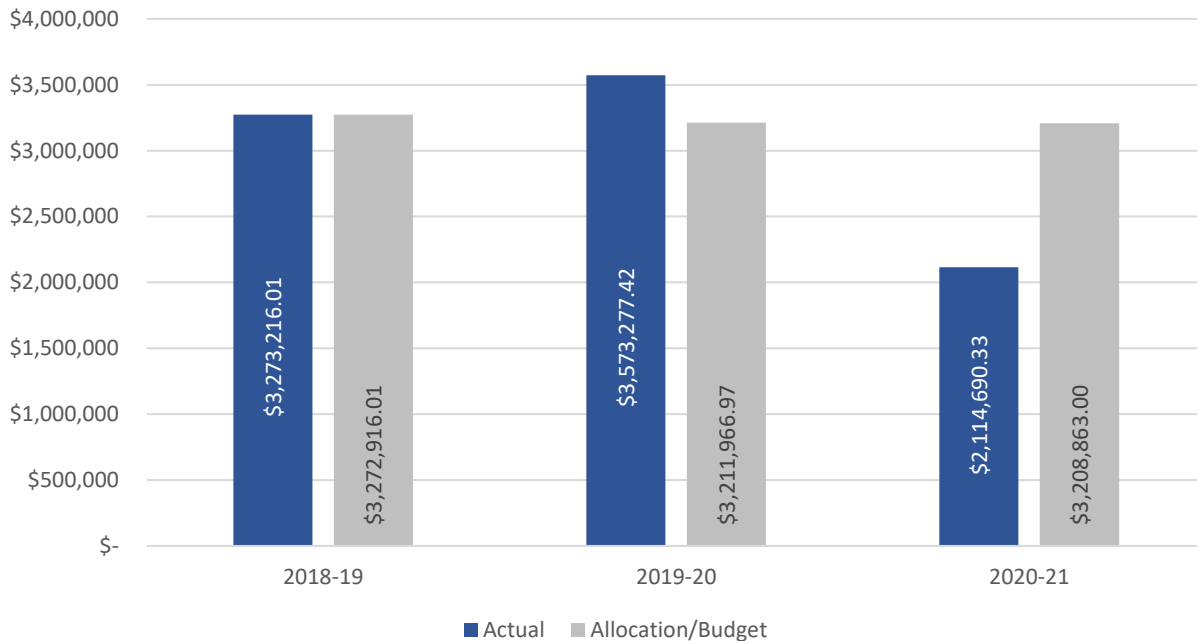


**Total Payments Processed by
Lockbox
28,793**

Summary of Property Tax Revenue:

Current Month	Year-to-Date	Budget Amount	Percentage
Property Taxes	\$ 2,114,690	\$ 3,208,863	65.90%

Property Taxes - Actual vs. Budget



Investment Summary

The investment summary report illustrates the District's investments in US treasury notes and bills in addition to the investments held by the Local Agency Investment Fund or LAIF. The yields for the treasury notes and bills are provided for each individual transaction. The historical annual yield for funds invested with LAIF is also provided.

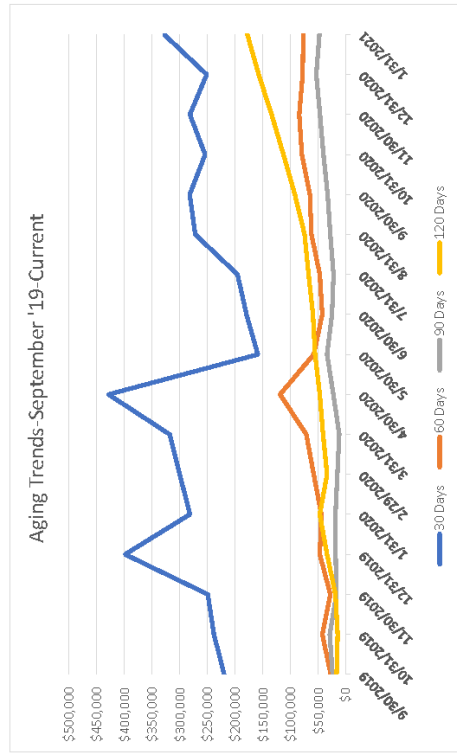
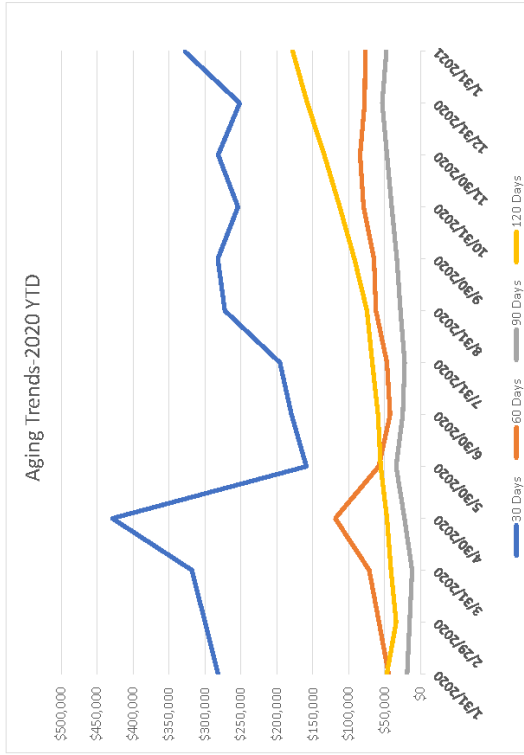
Separate pooled money investment reports prepared by the State of California are maintained by the District and available for review. The LAIF investment account is a pooled money account administered by the State of California. Additional information on the LAIF account is provided below in the investment summary report.

Investment Policy Disclosure - The District is currently compliant with the portfolio of its Investment Policy and State law. The District is using Sandy Gage with Merrill Lynch Wealth Management (Bank of America Corporation) for Treasury investments. The District expects to meet its expenditure requirements for the next six months.

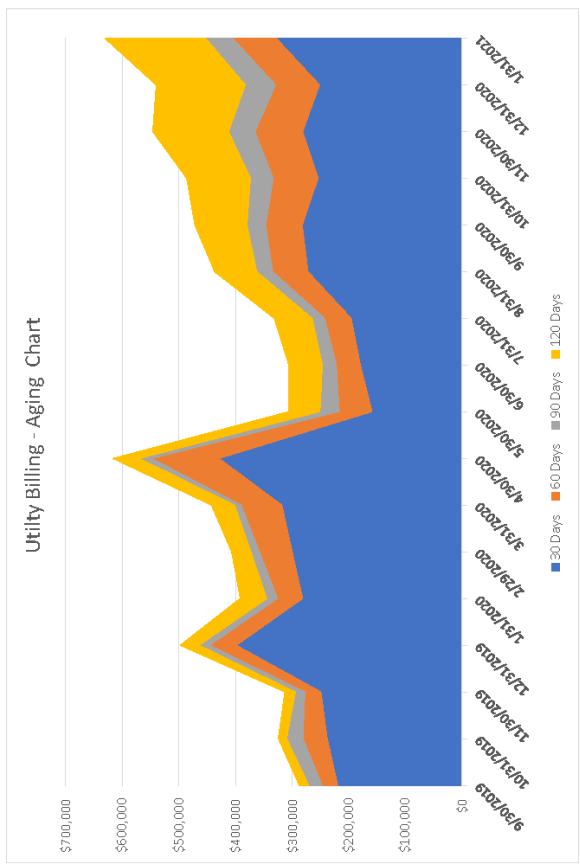
Management Discussion

This section is new beginning in September 2020 and will be included in the monthly unaudited report in the future. This will be used to discuss items of importance that may have a financial impact on the District.

- District staff completed the annual State Controller's Report as well as the Annual Continuing Disclosure Report related to the bonds for the water treatment plant.
- The District continues to track the aging trends for Utility Receivables as a result of COVID-19 (see below).
- A rate increase was effective in January 2021 as scheduled in the approved rate study. Customers will see this change on the bill they receive in early February.
- District staff will begin preparing the draft budget in the next month.



Average Pre-Covid	30 Days	60 Days	90 Days	120 Days
	\$281,219	\$41,173	\$20,379	\$27,505
9/30/2019	\$219,674	\$27,324	\$23,818	\$16,763
10/31/2019	\$238,200	\$42,466	\$29,185	\$14,740
11/30/2019	\$249,231	\$28,074	\$16,957	\$18,748
12/31/2019	\$398,693	\$46,971	\$18,425	\$33,732
1/31/2020	\$281,607	\$44,353	\$18,670	\$47,076
2/29/2020	\$299,907	\$57,848	\$15,218	\$33,953
3/31/2020	\$318,206	\$71,532	\$11,854	\$41,128
4/30/2020	\$428,692	\$118,758	\$22,338	\$46,778
5/30/2020	\$158,815	\$58,042	\$34,032	\$55,547
6/30/2020	\$179,470	\$42,375	\$24,764	\$59,317
7/31/2020	\$195,647	\$46,783	\$22,104	\$67,157
8/31/2020	\$272,158	\$62,221	\$28,092	\$74,515
9/30/2020	\$282,140	\$64,710	\$32,923	\$92,047
10/31/2020	\$254,095	\$79,254	\$40,271	\$112,550
11/30/2020	\$281,588	\$84,120	\$46,659	\$133,952
12/31/2020	\$251,518	\$77,823	\$63,354	\$157,520
1/31/2021	\$328,326	\$76,941	\$47,697	\$177,885
Average Post Covid % Increase	\$266,241 -4.61%	\$71,141 72.79%	\$33,099 62.42%	\$92,582 236.59%



Investment Summary - January 2021

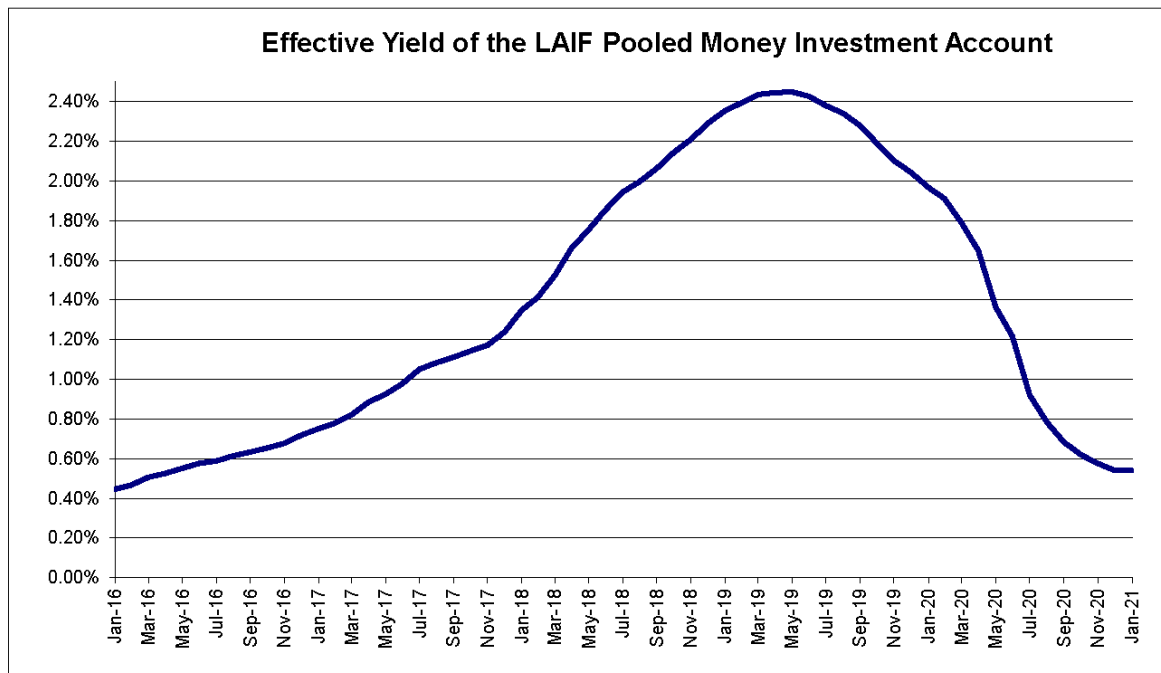
LOCAL AGENCY INVESTMENT FUND					
PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE	
July 31, 2020	\$ -	\$ -	\$ 32,317.59	\$ 9,597,255.22	
August 31, 2020	\$ (2,700,000.00)	\$ -	\$ -	\$ 6,897,255.22	
September 30, 2020	\$ -	\$ -	\$ -	\$ 6,897,255.22	
October 31, 2020	\$ -	\$ 2,000,000.00	\$ 17,200.35	\$ 8,914,455.57	
November 30, 2020	\$ -	\$ -	\$ -	\$ 8,914,455.57	
December 31, 2020	\$ -	\$ 1,700,000.00	\$ -	\$ 10,614,455.57	
January 31, 2021	\$ -	\$ 800,000.00	\$ 13,839.14	\$ 11,428,294.71	
February 28, 2021	\$ -	\$ -	\$ -	\$ 11,428,294.71	
March 31, 2021	\$ -	\$ -	\$ -	\$ 11,428,294.71	
April 30, 2021	\$ -	\$ -	\$ -	\$ 11,428,294.71	
May 31, 2021	\$ -	\$ -	\$ -	\$ 11,428,294.71	
June 30, 2021	\$ -	\$ -	\$ -	\$ 11,428,294.71	

L.A.I.F. INCOME SUMMARY

CURRENT QUARTER **FY YEAR-TO-DATE**

INCOME RECEIVED

\$ 13,839.14 **\$ 63,357.08**



Investment Summary - January 2021

U.S. TREASURIES						
Quantity	Description	Cusip	Maturity Date	Yield	Cost of Purchase	Market Value
500,000	US Treasury Bill	912796SV2	June 18, 2020	2.150%	\$ 491,590.83	\$ 528,305.39
500,000	Total Values				\$ 491,590.83	\$ 528,305.39

Money Market Account Activity-Beginning Balance	\$	28,300.47
7/31/17 - Bond Interest	\$	-
7/31/18 - Dividend/Interest	\$	4.92
Cusip 912796QM4 Accrued Interest Paid		
Business Account Fee		
Income	\$	4.92
Intra-Bank Transfers to/from Investment Checking	\$	-
Fund Transfers	\$	-
Cusip Maturity		
Redemptions	\$	-
Cusip Purchase		
Purchases	\$	-
Ending Balance - Money Market	\$	28,305.39
US Treasury Securities Investment Principal	\$	491,590.83
Total Assets	\$	519,896.22

Note: As of 2/1/21, the updated treasury information for January has not been received. The information above is as of 12/31/20.

Fiscal Year 2020-21 Detail Budget Status

The revenue and expense budget status for the 2020-21 Fiscal Year is provided for your review.

Questions or Comments

If you have any questions about a particular budget account, please do not hesitate to contact the Chief Financial Officer directly. If you need additional information, the members of the Administrative Department would be happy to provide you with any detailed information you may desire.

Summary of Revenue Budget As of January 31, 2020 (58% of Budget Cycle)				
Division	Current Month	Year-to-Date	Budget Amount	Percentage
Water	\$ 1,041,444	\$ 9,876,186	\$ 14,715,063	67.12%
Sewer	\$ 1,082,224	\$ 7,425,708	\$ 12,869,897	57.70%
Recycled Water	\$ 108,901	\$ 1,004,754	\$ 1,270,360	79.09%
District Revenue	\$ 2,232,568	\$ 18,306,648	\$ 28,855,320	63.44%

Summary of Water Budget vs. Expenses As of January 31, 2020 (58% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Water Resources	\$ 270,328	\$ 2,288,188	\$ 4,950,543	46.22%
Public Works	\$ 200,107	\$ 1,318,499	\$ 3,304,607	39.90%
Administration	\$ 139,989	\$ 1,417,826	\$ 2,942,747	48.18%
Long Term Debt	\$ -	\$ 1,776,681	\$ 2,292,613	77.50%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 610,423	\$ 6,801,194	\$ 13,490,510	50.41%

Summary of Sewer Budget vs. Expenses As of January 31, 2020 (58% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Treatment	\$ 306,450	\$ 2,052,547	\$ 4,473,712	45.88%
Administration	\$ 127,905	\$ 1,671,919	\$ 2,733,912	61.15%
Environmental Control	\$ 85,727	\$ 702,212	\$ 1,318,555	53.26%
Long Term Debt	\$ -	\$ 3,572,942	\$ 3,833,718	93.20%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 520,082	\$ 7,999,620	\$ 12,359,897	64.72%

Summary of Recycled Water Budget vs. Expenses As of January 31, 2020 (58% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Administration	\$ 100,105	\$ 752,534	\$ 1,270,360	59.24%
TOTAL	\$ 100,105	\$ 752,534	\$ 1,270,360	59.24%

District Expenses	\$ 1,230,611	\$ 15,553,349	\$ 27,120,767	57.35%
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FY 2020-21 Water Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
02-400-40010	Sales-Water & Non Potable	\$ 5,862,780	\$ 355,248	\$ 4,262,979	72.71%
02-400-40011	Sales-Construction Water	\$ 30,000	\$ 1,653	\$ 31,243	104.14%
02-400-40012	Sales-Imported Water-SGPWA	\$ 257,500	\$ 15,533	\$ 173,996	67.57%
02-400-40013	Sales-Imported Water-MUNI	\$ 875,500	\$ 45,202	\$ 541,285	61.83%
02-400-40014	Sales-Disc (Multi Unit) Commdy	\$ (110,000)	\$ (9,214)	\$ (74,728)	67.93%
02-400-40015	Sales-Wholesale Water	\$ 115,000	\$ 19,068	\$ 107,537	93.51%
02-400-40016	Sales-Establish Service Fee	\$ 6,120	\$ 675	\$ 5,175	84.56%
02-400-41000	Sales-Service Demand Charges	\$ 3,859,820	\$ 320,660	\$ 2,125,204	55.06%
02-400-41001	Sales-Fire Srv Standby Fees	\$ 40,800	\$ 5,071	\$ 34,251	83.95%
02-400-41003	Sales-Const Water Minimum Chg	\$ 5,100	\$ 337	\$ 2,031	39.83%
02-400-41005	Sales-Disc (Multi Units)-SC	\$ (128,250)	\$ (12,029)	\$ (83,892)	65.41%
02-400-41010	Unauthorized Use of Water Chrg	\$ 2,040	\$ -	\$ -	0.00%
02-400-41110	Meter/Lateral Installation	\$ 200,000	\$ 26,500	\$ 192,790	96.40%
02-400-41112	Fire Flow Test Fees	\$ 4,590	\$ 450	\$ 5,250	114.38%
02-400-41113	Disconnect & Reconnect Fees	\$ 70,000	\$ -	\$ -	0.00%
02-400-41121	Delinquent Payment Charges	\$ 139,050	\$ -	\$ -	0.00%
02-400-41124	Bad Debt Write-Off & Recovery	\$ (20,400)	\$ -	\$ 2,173	-10.65%
02-421-42122	Revenue - Other, Operating	\$ -	\$ (641)	\$ 364	N/A
02-421-42123	Admin, Management & Acctg Fees	\$ 206,550	\$ 17,213	\$ 120,488	58.33%
02-430-43010	Interest Earned	\$ 70,000	\$ 6,228	\$ 15,076	21.54%
02-431-43110	Property Tax - Unsecured	\$ -	\$ 289	\$ 112,059	N/A
02-431-43120	Property Tax - Secured	\$ 2,988,863	\$ 126,539	\$ 1,296,801	43.39%
02-431-43130	Tax Collection - Prior	\$ 40,000	\$ 2,395	\$ 28,177	70.44%
02-431-43140	Taxes - Other	\$ 180,000	\$ 95,814	\$ 176,516	98.06%
02-491-49110	Rental Income	\$ -	\$ -	\$ -	N/A
02-491-49150	Revenue - Misc Non-Operating	\$ 20,000	\$ 24,454	\$ 801,413	4007.07%
	WATER OPERATING REVENUE	\$ 14,715,063	\$ 1,041,444	\$ 9,876,186	67.12%
	Transfer - Reserve Fund	\$ -	\$ -	\$ -	
02-480-48002	Grants	\$ 300,000	\$ -	\$ 103,750	34.58%
02-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ 59,329	\$ 1,198,983	N/A
02-480-48902	Contrib Cap-Sustainability	\$ -	\$ -	\$ 165,214	N/A
	TOTAL WATER REVENUE	\$ 15,015,063	\$ 1,100,773	\$ 11,344,134	75.55%

NOTE: Plan check & inspection fees to 02-42122

FY 2020-21 Sewer Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
03-400-40016	Sales-Establish Service Fee	\$ 510	\$ -	\$ 25	4.90%
03-400-41000	Sales-Sewer Charges	\$ 12,424,514	\$ 1,026,238	\$ 7,098,941	57.14%
03-400-41005	Sales-Disc (Multi Units)-SC	\$ (200,000)	\$ (17,367)	\$ (127,686)	63.84%
03-400-41110	Meter/Lateral Installation	\$ 15,038	\$ 2,500	\$ 5,000	33.25%
03-400-41121	Penalty - Late Charges	\$ 126,250	\$ -	\$ (21)	-0.02%
03-400-41124	Bad Debt Write-Off & Recovery	\$ (15,075)	\$ -	\$ -	0.00%
03-400-41131	Front Footage Fees	\$ 55,550	\$ 20,000	\$ 32,500	58.51%
03-421-42122	Revenue - Other, Operating	\$ 2,020	\$ 360	\$ 1,080	53.47%
03-430-43010	Interest Earned	\$ 102,000	\$ 6,228	\$ 15,063	14.77%
03-431-43110	Property Tax - Unsecured	\$ -	\$ -	\$ -	-
03-431-43120	Property Tax - Secured	\$ 356,540	\$ -	\$ 356,540	-
03-431-43130	Tax Collection - Prior	\$ -	\$ -	\$ -	-
03-431-43140	Taxes - Other	\$ -	\$ -	\$ -	-
03-491-49150	Revenue - Misc Non-Operating	\$ 2,550	\$ 44,265	\$ 44,265	1735.88%
	SEWER OPERATING REVENUE	\$ 12,869,897	\$ 1,082,224	\$ 7,425,708	57.70%
03-480-48002	Grants	\$ -	\$ -	\$ -	-
03-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ 184,575	\$ 1,501,396	-
03-480-48905	Contrib Cap-Infrastructure	\$ -	\$ 39,000	\$ 292,500	-
	TOTAL SEWER REVENUE	\$ 12,869,897	\$ 1,305,799	\$ 9,219,604	71.64%

FY 2020-21 Recycled Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
04-400-40010	Sales-Water & Non Potable	\$ 1,001,460	\$ 68,931	\$ 740,801	73.97%
04-400-40011	Sales-Construction Water	\$ 9,981	\$ -	\$ -	0.00%
04-400-40017	Sales-Excess Drinking Water	\$ 8,574	\$ 2,771	\$ 19,007	221.68%
04-400-40018	Sales-Infrastructure	\$ 72,642	\$ 6,132	\$ 69,195	95.25%
04-400-41000	Sales-Service Demand Charges	\$ 153,641	\$ 16,250	\$ 103,462	67.34%
04-400-41003	Sales-Const Water Minimum Chg	\$ 821	\$ 162	\$ 911	110.92%
04-400-41110	Meter/Lateral Installation	\$ 1,020	\$ 13,125	\$ 67,290	6597.06%
04-400-41121	Penalty - Late Charges	\$ 2,000	\$ -	\$ -	0.00%
04-400-41122	Revenue - Other, Operating	\$ 505	\$ 145	\$ 727	144.00%
04-430-43010	Interest Earned	\$ 19,716	\$ 1,384	\$ 3,347	16.98%
04-431-43110	Property Tax - Unsecured	\$ -	\$ -	\$ -	N/A
04-431-43120	Property Tax - Secured	\$ -	\$ -	\$ -	N/A
04-431-43130	Tax Collection - Prior	\$ -	\$ -	\$ -	N/A
04-431-43140	Taxes - Other	\$ -	\$ -	\$ -	N/A
04-491-49150	Revenue-Misc Non-Operating	\$ -	\$ -	\$ 14	N/A
	RECYCLED OPERATING REVENUE	\$ 1,270,360	\$ 108,901	\$ 1,004,754	79.09%
04-480-48002	Grants	\$ -	\$ -	\$ -	N/A
04-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ 137,755	\$ 765,916	N/A
	TOTAL RECYCLED REVENUE	\$ 1,270,360	\$ 246,656	\$ 1,770,670	139.38%

FY 2020-21 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
02-501-50009	Labor - Overtime	\$ 35,447	\$ 4,380	\$ 32,226	90.91%
02-501-50010	Labor	\$ 1,000,914	\$ 85,395	\$ 542,962	54.25%
02-501-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
02-501-50013	Benefits-FICA	\$ 79,279	\$ 7,336	\$ 46,214	58.29%
02-501-50014	Benefits-Life Insurance	\$ 4,899	\$ 136	\$ 962	19.64%
02-501-50016	Benefits-Health & Def Comp	\$ 201,304	\$ 21,083	\$ 139,319	69.21%
02-501-50017	Benefits-Disability Insurance	\$ 9,326	\$ 1,405	\$ 7,960	85.35%
02-501-50019	Benefits-Workers Compensation	\$ 60,398	\$ -	\$ 6,239	10.33%
02-501-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-501-50022	Benefits-PERS Employer	\$ 75,364	\$ 5,679	\$ 37,867	50.25%
02-501-50023	Benefits-Uniforms	\$ 5,050	\$ 89	\$ 2,230	44.15%
02-501-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
02-501-50025	Benefits-Boots	\$ 3,330	\$ -	\$ -	0.00%
02-501-51003	R&M - Structures	\$ 325,776	\$ 6,124	\$ 173,577	53.28%
02-501-51011	R&M - Valves	\$ 20,400	\$ 565	\$ 4,088	20.04%
02-501-51115	Laboratory Supplies	\$ 2,550	\$ -	\$ -	N/A
02-501-51140	General Supplies & Expenses	\$ 5,000	\$ 3,195	\$ 9,598	191.96%
02-501-51210	Utilities - Power Purchases	\$ 1,352,000	\$ 113,746	\$ 932,330	68.96%
02-501-51211	Utilities - Electricity	\$ 5,100	\$ 331	\$ 1,822	35.72%
02-501-51316	Imported Water Purchases	\$ 1,085,750	\$ -	\$ 129,941	11.97%
02-501-54012	Education & Training	\$ 7,303	\$ -	\$ -	0.00%
02-501-54019	Licenses & Permits	\$ 66,300	\$ 132	\$ 5,982	9.02%
02-501-54025	Telephone & Internet	\$ 3,000	\$ -	\$ 1,216	40.53%
02-501-54110	Laboratory Services	\$ 76,500	\$ -	\$ -	0.00%
02-501-57040	YVRWFF-Crystal Creek Exp	\$ 561,000	\$ 25,112	\$ 245,881	43.83%
	WATER RESOURCE TOTALS	\$ 4,950,543	\$ 270,328	\$ 2,288,188	46.22%
02-503-50009	Labor - Overtime	\$ 59,434	\$ 2,859	\$ 27,362	46.04%
02-503-50010	Labor	\$ 1,584,210	\$ 126,990	\$ 737,169	46.53%
02-503-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
02-503-50013	Benefits-FICA	\$ 125,741	\$ 10,388	\$ 60,004	47.72%
02-503-50014	Benefits-Life Insurance	\$ 9,991	\$ 261	\$ 1,826	18.27%
02-503-50016	Benefits-Health & Def Comp	\$ 391,002	\$ 38,585	\$ 250,715	64.12%
02-503-50017	Benefits-Disability Insurance	\$ 14,795	\$ 2,079	\$ 11,016	74.46%
02-503-50019	Benefits-Workers Compensation	\$ 13,744	\$ -	\$ 6,239	45.40%
02-503-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-503-50022	Benefits-PERS Employer	\$ 120,829	\$ 8,520	\$ 53,778	44.51%
02-503-50023	Benefits-Uniforms	\$ 10,850	\$ 129	\$ 4,439	40.92%
02-503-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
02-503-50025	Benefits-Boots	\$ 6,735	\$ -	\$ -	0.00%
02-503-51001	R&M - Vehicles & Equipment	\$ 224,000	\$ 3,643	\$ 64,840	28.95%
02-503-51011	R&M - Valves	\$ 5,100	\$ -	\$ 161	3.16%
02-503-51020	R&M - Pipelines	\$ 204,000	\$ 1,301	\$ 84,906	41.62%

FY 2020-21 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
02-503-51021	R&M - Service Lines	\$ 97,920	\$ 28	\$ 21,049	21.50%
02-503-51022	R&M - Fire Hydrants	\$ 51,000	\$ 84	\$ 1,317	2.58%
02-503-51029	Repair & Maintenance-Backflow	\$ 66,300	\$ 7,070	\$ 13,611	20.53%
02-503-51030	R&M - Meters	\$ 330,600	\$ 195	\$ 4,215	1.27%
02-503-51031	R&M - Fire Flow Testing	\$ 25,500	\$ -	\$ -	0.00%
02-503-51092	Equipment Credits	\$ -	\$ -	\$ -	N/A
02-503-51140	General Supplies & Expenses	\$ 3,060	\$ 484	\$ 1,407	45.98%
02-503-54012	Education & Training	\$ 15,230	\$ 350	\$ 350	2.30%
02-503-54025	Telephone & Internet	\$ 4,000	\$ -	\$ 1,456	36.40%
	PUBLIC WORKS TOTALS	\$ 3,304,607	\$ 200,107	\$ 1,318,499	39.90%
02-506-50009	Labor - Overtime	\$ 12,436	\$ -	\$ 1,289	10.37%
02-506-50010	Labor	\$ 655,148	\$ 43,627	\$ 311,791	47.59%
02-506-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
02-506-50012	Director Fees	\$ 27,300	\$ 1,790	\$ 9,599	35.16%
02-506-50013	Benefits-FICA	\$ 53,161	\$ 3,993	\$ 23,886	44.93%
02-506-50014	Benefits-Life Insurance	\$ 3,964	\$ 106	\$ 608	15.33%
02-506-50016	Benefits-Health & Def Comp	\$ 161,439	\$ 16,784	\$ 107,811	66.78%
02-506-50017	Benefits-Disability Insurance	\$ 6,007	\$ 650	\$ 3,664	61.00%
02-506-50019	Benefits-Workers Compensation	\$ 4,454	\$ -	\$ 3,496	78.50%
02-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-506-50022	Benefits-PERS Employer	\$ 53,984	\$ 3,502	\$ 322,072	596.61%
02-506-50023	Benefits-Uniforms	\$ 175	\$ 28	\$ 2,394	1368.00%
02-506-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
02-506-50025	Benefits-Boots	\$ 2,055	\$ -	\$ -	0.00%
02-506-51003	R&M - Structures	\$ 40,700	\$ 20	\$ 18,739	46.04%
02-506-51091	Expense Credits (overhead)	\$ -	\$ -	\$ -	N/A
02-506-51120	Safety Equipment & Supplies	\$ 25,500	\$ 38	\$ 8,233	32.28%
02-506-51125	Petroleum Products	\$ 153,000	\$ 3,591	\$ 41,607	27.19%
02-506-51130	Office Supplies & Expenses	\$ 35,700	\$ 651	\$ 7,296	20.44%
02-506-51140	General Supplies & Expenses	\$ 40,800	\$ 1,578	\$ 6,843	16.77%
02-506-51199	Disaster Repairs & Incidences	\$ -	\$ 1,389	\$ 2,383	N/A
02-506-51211	Utilities - Electricity	\$ 32,640	\$ 2,342	\$ 21,608	66.20%
02-506-51213	Utilities - Natural Gas	\$ 2,740	\$ -	\$ 128	4.68%
02-506-54002	Dues & Subscriptions	\$ 30,600	\$ 2,250	\$ 9,446	30.87%
02-506-54005	Computer Expenses	\$ 147,900	\$ 2,067	\$ 78,236	52.90%
02-506-54010	Postage	\$ 10,200	\$ 28	\$ 2,372	23.26%
02-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
02-506-54012	Education & Training	\$ 20,400	\$ 100	\$ 3,719	18.23%
02-506-54013	Utility Billing Expenses	\$ 197,700	\$ 18,216	\$ 131,670	66.60%
02-506-54014	Public Relations	\$ 32,130	\$ -	\$ 6,477	20.16%
02-506-54016	Travel Related Expenses	\$ 7,650	\$ 16	\$ 16	0.22%
02-506-54017	Certifications & Renewals	\$ 12,240	\$ 255	\$ 3,539	28.91%
02-506-54020	Meeting Related Expenses	\$ 8,160	\$ 597	\$ 597	7.32%
02-506-54022	Utilities - YVWD Services	\$ 147,900	\$ -	\$ 25,138	17.00%

FY 2020-21 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
02-506-54024	Waste Disposal	\$ 5,100	\$ -	\$ 6,437	126.21%
02-506-54025	Telephone & Internet	\$ 53,000	\$ 2,543	\$ 14,088	26.58%
02-506-54099	Conservation & Rebates	\$ 30,600	\$ 100	\$ 526	1.72%
02-506-54104	Contractual Services	\$ 200,700	\$ 17,199	\$ 96,454	48.06%
02-506-54107	Legal	\$ 120,000	\$ -	\$ -	0.00%
02-506-54108	Audit & Accounting	\$ 15,300	\$ -	\$ 5,792	37.85%
02-506-54109	Professional Fees	\$ 168,300	\$ -	\$ 19,495	11.58%
02-506-55500	Depreciation	\$ 204,000	\$ -	\$ 17,000	8.33%
02-506-56001	Insurance	\$ 122,000	\$ 9,354	\$ 69,726	57.15%
02-506-57030	Regulatory Compliance	\$ 35,700	\$ 7,173	\$ 15,757	44.14%
02-506-57090	Election Related Expenses	\$ -	\$ -	\$ -	N/A
02-506-57095	Yucaipa SGMA	\$ 10,200	\$ -	\$ 327	3.20%
02-506-57096	Beaumont Basin Watermaster	\$ 40,800	\$ -	\$ 18,856	46.22%
02-506-57097	San Timoteo SGMA	\$ 8,100	\$ -	\$ -	0.00%
02-506-57098	Bunker Hill GSC	\$ 15,300	\$ -	\$ -	0.00%
02-506-57199	Suspense	\$ -	\$ -	\$ -	
	ADMINISTRATION TOTALS	\$ 2,942,747	\$ 139,989	\$ 1,417,826	48.18%
02-540-57201	Series 2015A Principal	\$ 1,230,000	\$ -	\$ 1,230,000	100.00%
02-540-57402	Interest - Bond Repayment	\$ 1,062,613	\$ -	\$ 546,681	51.45%
	40 - Debt	\$ 2,292,613	\$ -	\$ 1,776,681	77.50%
02-540-57001	Asset Acq. - Water Dept	\$ -	\$ -	\$ -	--
02-540-57003	Asset Acq. - US Dept	\$ -	\$ -	\$ -	--
02-540-57006	Asset Acq. - Admin Dept	\$ -	\$ -	\$ -	--
	40 - Capital Outlay	\$ -	\$ -	\$ -	--
	TOTAL WATER EXPENSES	\$ 13,490,510	\$ 610,423	\$ 6,801,194	50.41%

FY 2020-21 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
03-502-50009	Labor - Overtime	\$ 33,252	\$ 2,671	\$ 27,541	82.83%
03-502-50010	Labor	\$ 1,033,509	\$ 86,508	\$ 597,316	57.79%
03-502-50013	Benefits-FICA	\$ 81,604	\$ 7,285	\$ 49,720	60.93%
03-502-50014	Benefits-Life Insurance	\$ 5,136	\$ 142	\$ 1,001	19.49%
03-502-50016	Benefits-Health & Def Comp	\$ 210,851	\$ 21,090	\$ 141,846	67.27%
03-502-50017	Benefits-Disability Insurance	\$ 9,600	\$ 1,385	\$ 8,390	87.40%
03-502-50019	Benefits-Workers Compensatn	\$ 71,774	\$ -	\$ 10,055	14.01%
03-502-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
03-502-50022	Benefits-PERS Employer	\$ 75,557	\$ 5,734	\$ 41,104	54.40%
03-502-50023	Benefits-Uniforms	\$ 5,350	\$ 153	\$ 3,121	58.33%
03-502-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
03-502-50025	Benefits-Boots	\$ 3,450	\$ -	\$ -	0.00%
03-502-51003	R&M - Structures	\$ 357,000	\$ 12,514	\$ 156,133	43.73%
03-502-51010	R&M - Automation Control	\$ 75,000	\$ -	\$ 11,638	15.52%
03-502-51106	Chemicals	\$ 700,000	\$ 39,763	\$ 322,113	46.02%
03-502-51111	Propane	\$ 510	\$ -	\$ -	0.00%
03-502-51115	Laboratory Supplies	\$ 41,000	\$ -	\$ 4,532	11.05%
03-502-51140	General Supplies & Expenses	\$ 6,400	\$ 3,283	\$ 11,752	183.63%
03-502-51210	Utilities - Power Purchases	\$ 994,553	\$ 89,137	\$ 607,397	61.07%
03-502-54012	Education & Training	\$ 7,566	\$ -	\$ -	0.00%
03-502-54025	Telephone & Internet	\$ 5,000	\$ -	\$ 1,840	36.80%
03-502-54110	Laboratory Services	\$ 114,000	\$ 3,508	\$ 4,204	3.69%
03-502-57031	Sewage Waste Disposal-Solids	\$ 234,600	\$ -	\$ 24,623	10.50%
03-502-57034	Brineline Operating Expenses	\$ 408,000	\$ 33,277	\$ 28,223	6.92%
	TREATMENT TOTALS	\$ 4,473,712	\$ 306,450	\$ 2,052,547	45.88%
03-506-50009	Labor - Overtime	\$ 12,436	\$ -	\$ 1,375	11.06%
03-506-50010	Labor	\$ 655,148	\$ 43,627	\$ 338,336	51.64%
03-506-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
03-506-50012	Director Fees	\$ 27,300	\$ 1,790	\$ 11,551	42.31%
03-506-50013	Benefits-FICA	\$ 53,161	\$ 3,993	\$ 25,334	47.66%
03-506-50014	Benefits-Life Insurance	\$ 3,964	\$ 106	\$ 607	15.31%
03-506-50016	Benefits-Health & Def Comp	\$ 161,439	\$ 16,933	\$ 113,825	70.51%
03-506-50017	Benefits Disability Insurane	\$ 6,007	\$ 650	\$ 3,814	63.50%
03-506-50019	Benefits-Workers Compensation	\$ 4,454	\$ -	\$ 5,296	118.91%
03-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
03-506-50022	Benefits-PERS Employer	\$ 53,984	\$ 3,502	\$ 324,028	600.23%
03-506-50023	Benefits-Uniforms	\$ 175	\$ -	\$ 357	203.79%
03-506-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
03-506-50025	Benefits-Boots	\$ 2,115	\$ -	\$ -	0.00%
03-506-50055	Pension Expense-GASB 68	\$ -	\$ -	\$ -	N/A
03-506-51120	Safety Equipment & Supplies	\$ 9,690	\$ -	\$ 489	5.04%
03-506-51125	Petroleum Products	\$ 29,000	\$ 2,417	\$ 16,917	58.33%
03-506-51130	Office Supplies & Expenses	\$ 9,200	\$ 32	\$ 3,448	37.48%
03-506-51140	General Supplies & Expenses	\$ 30,600	\$ 743	\$ 1,680	5.49%
03-506-51199	Disaster Repairs & Incidences	\$ -	\$ 1,299	\$ 2,274	N/A

FY 2020-21 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
03-506-54002	Dues & Subscriptions	\$ 41,000	\$ 2,634	\$ 24,674	60.18%
03-506-54003	Management & Admin Services	\$ 206,550	\$ 17,213	\$ 120,488	58.33%
03-506-54005	Computer Expenses	\$ 122,400	\$ 1,917	\$ 80,319	65.62%
03-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
03-506-54012	Education & Training	\$ 20,400	\$ -	\$ 1,431	7.01%
03-506-54014	Public Relations	\$ 25,500	\$ -	\$ 1,536	6.02%
03-506-54016	Travel Related Expenses	\$ 10,200	\$ 16	\$ 16	0.16%
03-506-54017	Certifications & Renewals	\$ 10,200	\$ 196	\$ 1,320	12.94%
03-506-54019	Licenses & Permits	\$ 71,400	\$ -	\$ 77,324	108.30%
03-506-54020	Meeting Related Expenses	\$ 7,500	\$ 528	\$ 528	7.04%
03-506-54022	Utilities - YVWD Services	\$ 355,000	\$ -	\$ 187,913	52.93%
03-506-54024	Waste Disposal	\$ 33,000	\$ -	\$ 8,448	25.60%
03-506-54025	Telephone & Internet	\$ 60,000	\$ 3,449	\$ 27,756	46.26%
03-506-54030	Drinking Water	\$ -	\$ -	\$ -	N/A
03-506-54104	Contractual Services	\$ 165,000	\$ 13,514	\$ 118,701	71.94%
03-506-54107	Legal	\$ 30,600	\$ -	\$ 975	3.19%
03-506-54108	Audit & Accounting	\$ 15,300	\$ -	\$ 5,792	37.85%
03-506-54109	Professional Fees	\$ 297,189	\$ -	\$ 62,275	20.95%
03-506-55500	Depreciation	\$ -	\$ -	\$ -	N/A
03-506-56001	Insurance	\$ 132,600	\$ 13,346	\$ 86,613	65.32%
03-506-57030	Regulatory Compliance	\$ 71,400	\$ -	\$ 16,480	23.08%
	ADMINISTRATION TOTALS	\$ 2,733,912	\$ 127,905	\$ 1,671,919	61.15%
03-507-50009	Labor - Overtime	\$ 23,890	\$ 2,154	\$ 16,581	69.41%
03-507-50010	Labor	\$ 616,937	\$ 50,868	\$ 327,664	53.11%
03-507-50011	Labor - Credit	\$ -	\$ -	\$ -	0.00%
03-507-50013	Benefits-FICA	\$ 49,025	\$ 4,213	\$ 27,099	55.28%
03-507-50014	Benefits-Life Insurance	\$ 3,768	\$ 101	\$ 707	18.75%
03-507-50016	Benefits-Health & Def Comp	\$ 152,863	\$ 14,541	\$ 97,461	63.76%
03-507-50017	Benefits-Disability Insurance	\$ 5,768	\$ 845	\$ 4,754	82.42%
03-507-50019	Benefits-Workers Compensatio	\$ 5,391	\$ -	\$ 10,054	186.50%
03-507-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
03-507-50022	Benefit-PERS Employer	\$ 49,754	\$ 3,585	\$ 25,174	50.60%
03-507-50023	Benefits-Uniforms	\$ 4,050	\$ 38	\$ 2,326	57.44%
03-507-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
03-507-50025	Benefits-Boots	\$ 2,475	\$ -	\$ -	0.00%
03-507-51003	Sewer Pipeline & Facilities	\$ 250,001	\$ 141	\$ 93,067	37.23%
03-507-51140	General Supplies & Expenses	\$ 1,000	\$ 10	\$ 182	18.24%
03-507-51241	Lift Station #1	\$ 52,001	\$ 4,460	\$ 54,775	105.33%
03-507-51242	Lift Station #2	\$ 18,001	\$ 1,834	\$ 12,712	70.62%
03-507-51243	Lift Station #3	\$ 6,200	\$ 146	\$ 1,312	21.16%
03-507-51244	Lift Station #4	\$ 9,501	\$ 1,080	\$ 6,630	69.79%
03-507-51246	Lift Station #6	\$ 5,001	\$ 627	\$ 3,639	72.77%

FY 2020-21 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
03-507-51248	Lift Station #8	\$ 2,501	\$ 80	\$ 513	20.50%
03-507-54012	Education & Training	\$ 5,428	\$ -	\$ -	0.00%
03-507-54025	Telephone & Internet	\$ -	\$ -	\$ 720	N/A
03-507-54111	Pretreatment	\$ 55,000	\$ 1,005	\$ 16,840	30.62%
	ENVIRONMENTAL CONTROL TOTAL	\$ 1,318,555	\$ 85,727	\$ 702,212	53.26%
03-540-57202	SRF Principal - WWTP	\$ 2,361,721	\$ -	\$ 2,361,721	100.00%
03-540-57203	SRF Principal - Brineline	\$ 459,211	\$ -	\$ 459,211	100.00%
03-540-57204	SRF Principal - Wise	\$ 139,605	\$ -	\$ -	0.00%
03-540-57205	SRF Principal - R 10.3	\$ 40,903	\$ -	\$ -	0.00%
03-540-57206	SRF Principal - Crow St	\$ 16,012	\$ -	\$ -	0.00%
03-540-57403	Interest - Long Term Debt	\$ 816,267	\$ -	\$ 752,011	92.13%
	40 - Debt	\$ 3,833,718	\$ -	\$ 3,572,942	93.20%
03-540-57002	Asset Acq. - Treatment Dept	\$ -	\$ -	\$ -	
03-540-57006	Asset Acq. - Admin Dept	\$ -	\$ -	\$ -	
03-540-57007	Asset Acq. - EC Dept	\$ -	\$ -	\$ -	
	40 - Capital Outlay	\$ -	\$ -	\$ -	
	TOTAL SEWER EXPENSES	\$ 12,359,897	\$ 520,082	\$ 7,999,620	64.72%

FY 2020-21 Recycled Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Jan '21	Year to Date	%
04-506-50009	Labor - Overtime	\$ 18,771	\$ 509	\$ 5,741	30.58%
04-506-50010	Labor	\$ 718,807	\$ 54,044	\$ 379,806	52.84%
04-506-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
04-506-50012	Director Fees	\$ 5,000	\$ -	\$ -	0.00%
04-506-50013	Benefits-FICA	\$ 56,805	\$ 4,412	\$ 29,291	51.56%
04-506-50014	Benefits-Life Insurance	\$ 3,735	\$ 95	\$ 689	18.44%
04-506-50016	Benefits-Health & Def Comp	\$ 156,856	\$ 15,327	\$ 105,961	67.55%
04-506-50017	Benefits-Disability Insurance	\$ 6,640	\$ 850	\$ 5,035	75.83%
04-506-50019	Benefits-Workers Compensation	\$ 9,080	\$ -	\$ 5,296	58.33%
04-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
04-506-50022	Benefits-PERS Employer	\$ 56,064	\$ 4,011	\$ 96,129	171.46%
04-506-50023	Benfits-Uniforms	\$ 3,000	\$ 7	\$ 1,633	54.43%
04-506-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
04-506-50025	Benefits-Boots	\$ 2,340	\$ -	\$ -	0.00%
04-506-51003	R&M - Structures	\$ 15,300	\$ -	\$ -	0.00%
04-506-51011	R&M - Valves	\$ 510	\$ -	\$ -	0.00%
04-506-51020	R&M - Pipelines	\$ 510	\$ -	\$ -	0.00%
04-506-51021	R&M - Service Lines	\$ 2,040	\$ -	\$ -	0.00%
04-506-51022	R&M - Fire Hydrants	\$ 2,040	\$ 75	\$ 75	3.69%
04-506-51030	R&M - Meters	\$ 1,530	\$ -	\$ -	0.00%
04-506-51140	General Supplies & Expenses	\$ 3,060	\$ 710	\$ 2,152	70.33%
04-506-51210	Utilities - Power Purchases	\$ 87,880	\$ 8,623	\$ 57,037	64.90%
04-506-54002	Dues & Subscriptions	\$ 3,060	\$ 500	\$ 3,377	110.34%
04-506-54005	Computer Expenses	\$ 5,100	\$ -	\$ 6,277	123.08%
04-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
04-506-54012	Education & Training	\$ 5,132	\$ -	\$ 180	3.50%
04-506-54014	Public Relations	\$ 4,284	\$ -	\$ 1,426	33.28%
04-506-54016	Travel Related Expenses	\$ 1,020	\$ -	\$ 18	1.77%
04-506-54017	Certifications & Renewals	\$ 510	\$ -	\$ -	0.00%
04-506-54019	Licenses & Permits	\$ 7,650	\$ -	\$ 10,509	137.37%
04-506-54020	Meeting Related Expenses	\$ 1,428	\$ 117	\$ 375	26.26%
04-506-54022	Utilities - YVWD Services	\$ 12,750	\$ -	\$ 2,695	21.13%
04-506-54025	Telephone & Internet	\$ 1,428	\$ -	\$ 616	43.14%
04-506-54104	Contractual Services	\$ 10,200	\$ 8,747	\$ 18,862	184.92%
04-506-54107	Legal	\$ 510	\$ -	\$ -	0.00%
04-506-54108	Audit & Accounting	\$ 4,080	\$ -	\$ 4,917	120.51%
04-506-54109	Professional Fees	\$ 30,600	\$ -	\$ -	0.00%
04-506-54110	Laboratory Services	\$ -	\$ -	\$ -	N/A
04-506-55500	Depreciation	\$ -	\$ -	\$ -	N/A
04-5-06-56001	Insurance	\$ 25,500	\$ 2,079	\$ 14,440	56.63%
04-5-06-57030	Regulatory Compliance	\$ 6,630	\$ -	\$ -	0.00%
04-5-06-57040	Environmental Compliance	\$ 510	\$ -	\$ -	0.00%
	TOTAL RECYCLED EXPENSES	\$ 1,270,360	\$ 100,105	\$ 752,534	59.24%



Date: February 9, 2021

Prepared By: Allison M. Edmisten, Chief Financial Officer
John Wrobel, Public Works Manager

Subject: Annual Billing for the Yucaipa Valley Regional Brineline – Mountain View Power Plant

Recommendation: Staff presentation – no action needed.

Annually, District staff performs maintenance tasks to the Yucaipa Valley Regional Brineline (“Brineline”). The Brineline extends from the Wochholz Regional Water Recycling Facility, 14 miles to E Street in San Bernardino, where it connects to the Inland Empire Brine Line (IEBL). These maintenance tasks consist of hydro-jetting and video inspection of the Brineline which takes approximately 40 days to complete each year.

In 2019, the Mountain View Power Generating Station began discharging cooling tower blow down waste into the Brineline under a permit with the Santa Ana Watershed Project Authority (SAWPA). The Mountain View connection is located on Van Leuven Street in Redlands, and there is 3.94 miles of Brineline from their connection (approximately 28% of the total distance) to the IEBL connection.

Mountain View discharges approximately 431,000 gallons per day (approximately 52% of the total discharge), while YVWD discharges approximately 391,000 gallons per day. As a result of the total distance as well as total discharge by Mountain View, 40% of the annual maintenance cost (average of the two percentages above) for the above mentioned 4 miles of the lateral will be paid by the Mountain View Power Generating Station.

On November 19, 2019, [Director Memorandum 19-131], the Board of Directors authorized the cost accounting methodology for the annual billing for the Mountain View Power Plant. The first invoice was sent in January 2020 and after a few discussions with staff from Southern California Edison, payment was received in July 2020.

Below is the detailed breakdown of the cost of the annual maintenance expense for the last 4 miles of the Brineline for 2020-21. This invoice was sent to staff with Southern California Edison on February 4, 2021 with a final due date of July 2021.

Financial Impact

The annual charge for FY 2020-21 was billed in February for a total of \$102,758.13 and will result in an offset of expenses for the Brineline [G/L #03-502-57034] in the Sewer Division.

	Hours	Rate	Total
Ongoing Maintenance Cost			
Public Works Supervisor			
(4 hrs/wk *52)	208	\$88.24	\$18,353.92
Annual Depreciation Cost			\$487,525.98
28% cost for Mountain View line length			\$136,507.27
50% of cost to be paid by Mountain View			\$68,253.64
Staff Time			
Public Works Supervisor	88	\$88.24	\$7,765.12
Utility Service Worker IV	88	\$71.99	\$6,335.12
Utility Service Worker III	88	\$64.89	\$5,710.32
(2) Utility Service Worker I	176	\$47.86	\$4,211.68
Equipment			
Aquatech	88	\$216.19	\$19,024.72
Water Truck	88	\$47.91	\$4,216.08
Utility Truck	88	\$36.86	\$3,243.68
Light Board	88	\$10.51	\$924.88
Confined Space	88	\$9.64	\$848.32
Brinline Insurance		\$3,240.00	\$3,240.00
Water – 21,000 gallons	-	\$1.579 per 1,000 gal	\$33.16
Video Inspection	-	\$1,974 per day	\$21,714.00
Utility Service Worker III	56	\$64.89	\$3,633.84
(2) Utility Service Worker I	112	\$47.86	\$5,360.32
		Subtotal Annual Cost	\$86,261.24
		40% of annual cost paid by Mountain View	\$34,504.50
		Mountain View Maintenance Cost (from above)	\$68,253.64
		Total Annual Cost for Mountain View	\$102,758.13
		Remaining 60% annual cost paid by YVWD	\$51,756.74
		YVWD Maintenance Cost (from above)	\$437,626.26
		Total Annual Cost for YVWD	\$489,383.00



Date: February 9, 2021

Prepared By: Allison M. Edmisten, Chief Financial Officer
Joseph B. Zoba, General Manager

Subject: Consideration of Agreement R20AP00140 with the United States Bureau of Reclamation for the Distribution Metering Enhancement Project

Recommendation: That the Board authorize the General Manager to execute the funding assistance agreement with the Bureau of Reclamation.

The Yucaipa Valley Water District has been actively installing water meters and data collection points for the Advanced Metering Infrastructure project. This infrastructure is used to collect water consumption information for drinking water and recycled water customers. The attached grant application will cover 33% of the costs associated with the installation of 49 large water meters on production sources to monitor the amount of water added to the drinking water and recycled water systems. With inputs and outputs monitored, the District will be able to analyze water losses and improve the overall efficiency of the distribution system.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Complete environmental and cultural compliance	8/2020	8/2020
Development of a detailed work plan	11/2020	12/2020
Purchase and receive materials	1/2021	6/2021
Replace Yucaipa Valley Regional Water Filtration Facility meters	2/2021	4/2021
Replace or construct well meters	2/2021	6/2022
Replace or construct booster meters	2/2021	6/2022
Replace or construct reservoir meters	2/2021	6/2022
Project closeout and final report	6/2022	9/2022

UNITED STATES DEPARTMENT OF THE INTERIOR

ASSISTANCE AGREEMENT

Between

Bureau of Reclamation

And

Yucaipa Valley Water District

For

Distribution Metering Enhancement Project

Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of Yucaipa Valley Water District
BY: _____
DATE: _____
NAME AND TITLE OF SIGNER

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Financial Assistance Agreement
Between
Bureau of Reclamation
And
Yucaipa Valley Water District
For
Distribution Metering Enhancement Project

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and Yucaipa Valley Water District (Recipient), pursuant to Section 9504(a) of the SECURE WATER ACT, Subtitle F of Title IX of the OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009, Public Law 111-11 (42 U.S.C. 10364) (the “Act”). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 9504. WATER MANAGEMENT IMPROVEMENT.

(a) AUTHORIZATION OF GRANTS AND COOPERATIVE AGREEMENTS.—

(1) AUTHORITY OF SECRETARY.—The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement—

- (A) to conserve water;*
- (B) to increase water use efficiency;*
- (C) to facilitate water markets;*
- (D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;*
- (E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;*
- (F) to prevent the decline of species that the United States Fish and Wildlife Service and National Marine Fisheries Service have proposed for listing under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (or candidate species that are being considered by those agencies for such listing but are not yet the subject of a proposed rule);*

- (G) to accelerate the recovery of threatened species, endangered species, and designated critical habitats that are adversely affected by Federal reclamation projects or are subject to a recovery plan or conservation plan under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) under which the Commissioner of Reclamation has implementation responsibilities; or*
- (H) to carry out any other activity—*
- (i) to address any climate-related impact to the water supply of the United States that increases ecological resiliency to the impacts of climate change; or*
 - (ii) to prevent any water-related crisis or conflict at any watershed that has a nexus to a Federal reclamation project located in a service area.*

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The proposed Distribution Metering Enhancement Project (Project) will increase the reliability of water supplies; improve water management; and provide benefits for fish, wildlife, and/or the environment.

3. BACKGROUND AND OBJECTIVES

Through WaterSMART (Sustain and Manage America's Resources for Tomorrow), Reclamation leverages Federal and non-Federal funding to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply reliability through investments and attention to local water conflicts. Working together with our stakeholders, WaterSMART provides support for the Department of the Interior's priorities, including creating a legacy of conservation stewardship, sustainably developing our energy and natural resources, modernizing our infrastructure through public-private partnerships, and restoring trust with local communities by improving relationships and communication with states, tribes, local governments, communities, landowners and water users. WaterSMART also supports Reclamation's priorities, including increasing water supplies, leveraging science and technology to improve water supply reliability, addressing ongoing drought, and improving water supplies for tribal and rural communities.

Through Small-Scale Water Efficiency Projects, Reclamation provides assistance to states, tribes, irrigation districts, water districts, and other entities with water or power delivery authority to undertake small-scale water efficiency projects that have been prioritized through planning efforts led by the applicant. These projects conserve and use water more efficiently; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States.

The Yucaipa Valley Water District, located in southern California, will install 49 smart meters on the District's distribution system. Meters will be installed on effluent discharge points at the Yucaipa Valley Regional Water Filtration Facility and on wells, boosters, and reservoirs in the

distribution system. The meters will allow the District to determine water use, identify leaks, and increase the system reliability by being proactive. The project addresses the needs identified in the District’s Water Sustainability Plan.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement shall remain in effect through the date shown in block 6 of the NOA. The project period for this Agreement may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is \$227,748.00 and the total estimated amount of Federal funding is \$75,000.00. The initial amount of Federal funds available is limited to \$75,000.00 as indicated by the section titled “Amount of Financial Assistance This Action” within block 12 of the NOA. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written amendments to this Agreement by a Reclamation GO.

5. SCOPE OF WORK AND MILESTONES

Under this Agreement, the Recipient shall replace 49 smart meters on the District’s distribution system. Meters will be installed on effluent discharge points at the Yucaipa Valley Regional Water Filtration Facility and throughout the wells, boosters, and reservoirs in the distribution system.

The meter upgrades will take place within the boundaries of the Yucaipa Valley Water District in Yucaipa and Calimesa, California. The Recipient shall include in its records the locations of the new meters and registers installed under this Agreement. The sites can include:

Site Name	Site Name	Site Name	Site Name
B11.21	B14.23	R15.2	W37
B11.22	B15.11	R16.2	W44
B11.23	B15.22	R17.2	W46
B12.11	B15.3	W2	W48
B12.21	B15.34	W9	W51
B12.22	B16.21	W12	W53
B12.23	B16.22	W14	W55
B13.2	B16.6	W16	W56
B13.31	B18.3	W18	W61
B13.33	OGFP Eff	W24	W72
B14.21	OGFP Inf	W25	W75
B14.22	R15.1	W27	

The milestones* for completing the Project are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Complete environmental and cultural compliance	8/2020	8/2020
Development of a detailed work plan	11/2020	12/2020
Purchase and receive materials	1/2021	6/2021
Replace Yucaipa Valley Regional Water Filtration Facility meters	2/2021	4/2021
Replace or construct well meters	2/2021	6/2022
Replace or construct booster meters	2/2021	6/2022
Replace or construct reservoir meters	2/2021	6/2022
Project closeout and final report	6/2022	9/2022

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Interim Performance Reports. The Recipient shall prepare and submit to Reclamation interim Project performance reports (Interim Performance Reports) as required by Section I.10 of this Agreement. Each Interim Performance Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the reporting period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the Project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the Project

6.1.3 Final Project Report. The Recipient shall prepare and submit to Reclamation a final Project performance report (Final Project Report) as required by Section I.10 of this Agreement. The Final Project Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- Whether the Project objectives and goals were met
- The benefits to the recipient's water supply delivery system
- Other benefits achieved through the project. Consider the following:
 - How the Project demonstrated collaboration, if applicable
 - Whether the project has or will complement work done in collaboration with NRCS
 - The benefits to overall water supply reliability in the area

Photographs documenting the project are also appreciated. Recipient understands that Reclamation may print photos with appropriate credit to Recipient. Recipient also understands that the Final Project Report is a public document and may be made available on Reclamation's website, www.usbr.gov/watersmart/.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding

allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	TOTAL COST
SALARIES, WAGES, FRINGE BENEFITS	
Salaries, Wages, and Fringe Benefits	\$13,233.00
SUPPLIES/MATERIALS	
Supplies and Materials	\$179,866.00
OTHER	
Tax	\$13,940.00
TOTAL DIRECT COSTS	\$207,039.00
INDIRECT COSTS	
10% de minimus	\$20,709.00
TOTAL ESTIMATED PROJECT COST	\$227,748.00

7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. Based on the budget estimate reflected in Section 7.1 above, the estimated Federal share of allowable costs is 33% and the Recipient’s estimated non-Federal cost share is 67%. The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the estimated cost share percentages shall occur concurrently. At the end of the period of performance, if the final costs are lower than the original estimate and the 50% non-Federal cost share is met, the final payment and financial report can reflect a lower Recipient cost share than the original budget estimate.

If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Reclamation GO prior to the expenditure. Recipient may not expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to **120 calendar days** following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(h) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Revisions which require additional Federal funds to complete the project.
- (c) Revisions which involve specific costs for which prior written approval requirements may be imposed consistent with OMB cost principles listed in 2 CFR 200 Subpart E "Cost Principles".

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by means of a unilateral amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this Agreement. Additionally, a unilateral amendment may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

All other changes shall be made by means of a bilateral amendment to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project

period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Joseph Zoba, General Manager
12770 2nd St
Yucaipa, CA 92399-0730
909-797-5117
jzoba@yvwvd.us

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (b) Approve through formal amendment changes in the scope of work and/or budget;
- (c) Approve through formal amendment any increase or decrease in the project period of the Agreement;
- (d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; and
- (f) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist.

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this Agreement and should be contacted regarding issues related to the day-to-day management of the Agreement. Requests for approval regarding the terms and conditions of the Agreement, including but not limited to amendments and prior approval, may only be granted, in

writing, by a Reclamation GO. Please note that for some Agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due **90 calendar days** after the reporting period; quarterly or semiannual reports must be due **30 calendar days** after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due **120 calendar days** after the project period end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

- (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
- (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 - (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	Annual	Final Report due within 120 calendar days after the end of the period of performance
Reporting Period	October 1 through September 30	Entire period of performance
Due Date	Within 90 calendar days after the end of the Reporting Period	Final Report due within 120 calendar days after the end of the period of performance or completion of the project
First Report Due Date	The first performance report is due for reporting period ending 09/30/2021	N/A
Submit to:	sha-dro-faoperations@usbr.gov	sha-dro-faoperations@usbr.gov
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425 (all sections must be completed)
Reporting Frequency	Annual	Final Report due within 120 calendar days after the end of the period of performance or completion of the project
Reporting Period	October 1 through September 30	Entire period of performance
Due Date	Within 90 calendar days after the end of the Reporting Period	Final Report due within 120 calendar days after the end of the period of performance or completion of project
First Report Due Date	The first Federal financial report is due for reporting period ending 09/30/2021	N/A
Submit to:	sha-dro-faoperations@usbr.gov	sha-dro-faoperations@usbr.gov

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. Once regulatory compliance is complete, a Reclamation GO will issue a Notice to Proceed along with the compliance documentation notifying the Recipient that compliance is complete and on-the-ground work can commence on the project. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from the Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.340 up to and including unilateral termination of this agreement.

12. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

13. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

14. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

15. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

- (a) **IN GENERAL.**—Except as provided under chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.

(b) **TORT CLAIMS ACT.**—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Federal Payment (2 CFR 200.305).

- (a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, “Overall Disbursing Rules for All Federal Agencies”.
- (b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.
 - (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
 - (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
 - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.
 - (ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used,

and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

- (3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.
- (5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
 - (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that

payments must not be made for financial obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

- (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.
- (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
- (i) The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.
- (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS)

through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For returning interest on Federal awards paid through PMS, the refund should:

- (A) Provide an explanation stating that the refund is for interest;
- (B) List the PMS Payee Account Number(s) (PANs);
- (C) List the Federal award number(s) for which the interest was earned; and
- (D) Make returns payable to: Department of Health and Human Services.

(ii) For returning interest on Federal awards not paid through PMS, the refund should:

- (A) Provide an explanation stating that the refund is for interest;
- (B) Include the name of the awarding agency;
- (C) List the Federal award number(s) for which the interest was earned; and
- (D) Make returns payable to: Department of Health and Human Services.

(10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:

- (i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.
- (ii) PMS document number and subaccount(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.
- (iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)

(11) When returning funds or interest to PMS you must include the following as applicable:

- (i) For ACH Returns:
Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
- (ii) For Fedwire Returns¹:
Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

¹Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

- (iii) For International ACH Returns:
 - Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
 - Bank: Citibank N.A. (New York)
 - Swift Code: CITIUS33
 - Account Number: 36838868
 - Bank Address: 388 Greenwich Street, New York, NY 10013 USA
 - Payment Details (Line 70): Agency Locator Code (ALC): 75010501
 - Name (abbreviated when possible) and ALC Agency POC
- (iv) For recipients that do not have electronic remittance capability, please make check² payable to: “The Department of Health and Human Services.”
 - Mail Check to Treasury approved lockbox:
 - HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
 - ²Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.
- (v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall “Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. If the Recipient allows their SAM registration to lapse, the Recipient’s accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§200.317 Procurements by States

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity

agreements where appropriate for procurement or use of common or shared goods and services.

- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal

entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its

intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
 - (1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
 - (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
 - (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The

micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

- (iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold consistent with State law.
 - (v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- (2) Small purchases—
- (i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
 - (ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.
- (b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal

methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- (1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not

appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.
- (c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Domestic preferences for procurements

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract amendments. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or

pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract amendment changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or

other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

4. EQUIPMENT (2 CFR 200.313)

See also §200.439.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
 - (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.
- (b) General. A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
- (c) Use.
 - (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When

no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
- (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate.
 - (3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
 - (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- (d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.

- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
 - (2) Except as provided in §200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
 - (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also §200.453.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share.

The amount of compensation must be computed in the same manner as for equipment. See §200.313(e)(2) for the calculation methodology.

- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

- (f) **Subrecipients and Contractors.** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) **Compliance responsibility for contractors.** In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) **For-profit subrecipient.** Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

§200.339 Remedies for noncompliance

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.208. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

§200.340 Termination.

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
 - (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
- (b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.
- (c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
 - (1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—

- (i) Has exhausted its opportunities to object or challenge the decision, see §200.342; or
 - (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
- (2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
- (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
- (3) Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.
- (d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.344 and 200.345.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.ecfr.gov/>.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free

Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF-424B or SF-424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

- (a) *Provisions applicable to a recipient that is a private entity.*
- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) Use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - (i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (A) Associated with performance under this award; or
 - (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.
- (b) *Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*
- (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.
- (c) *Provisions applicable to any recipient.*
- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- (d) *Definitions.* For purposes of this award term:
- (1) “Employee” means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- (3) "Private entity":
- (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (ii) Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.
- (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.
- (c) Exemptions to the URA and 49 CFR Part 24
 - (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR 24.101(b)(1)(i)-(iv).
 - (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
 - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property.
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and

- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
- a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

- I. Reporting Subawards and Executive Compensation.
 - a. Reporting of first-tier subawards.
 - 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 - 2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execompt.htm>.)
 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
 1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. Executive means officers, managing partners, or any other employees in management positions.
 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. *Subrecipient* means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. *Total compensation* means the cash and noncash dollar value earned by the

executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII to 2 CFR Part 200)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflict of Interest.
- (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.339, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

(a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

- (a) The recipient must—
 - (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;
 - (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of

Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

- (b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- (c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

- (a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

27. CERTIFICATIONS

By accepting this agreement the recipient and its executives, as defined in 2 CFR § 170.315, certify that the recipient's policies are in accordance with the Office of Management and Budget's guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, especially:

- President's September 2, 2020 memorandum, entitled *Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities*;
- *Executive Order on Combating Race and Sex Stereotyping* (E.O. 13950);
- *Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence* (E.O. 13933); and
- Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations (2 CFR), as updated in the Federal Register's 85 FR 49506 on August 13, 2020, particularly on:
 - Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR part 200.216),
 - Promoting the freedom of speech and religious liberty in alignment with *Promoting Free Speech and Religious Liberty* (E.O. 13798) and *Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities* (E.O. 13864) (§§ 200.300, 200.303, 200.339, and 200.341),
 - Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and
 - Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf> are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.339 and 200.340. The DOI will notify the Recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.

Board Reports and 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

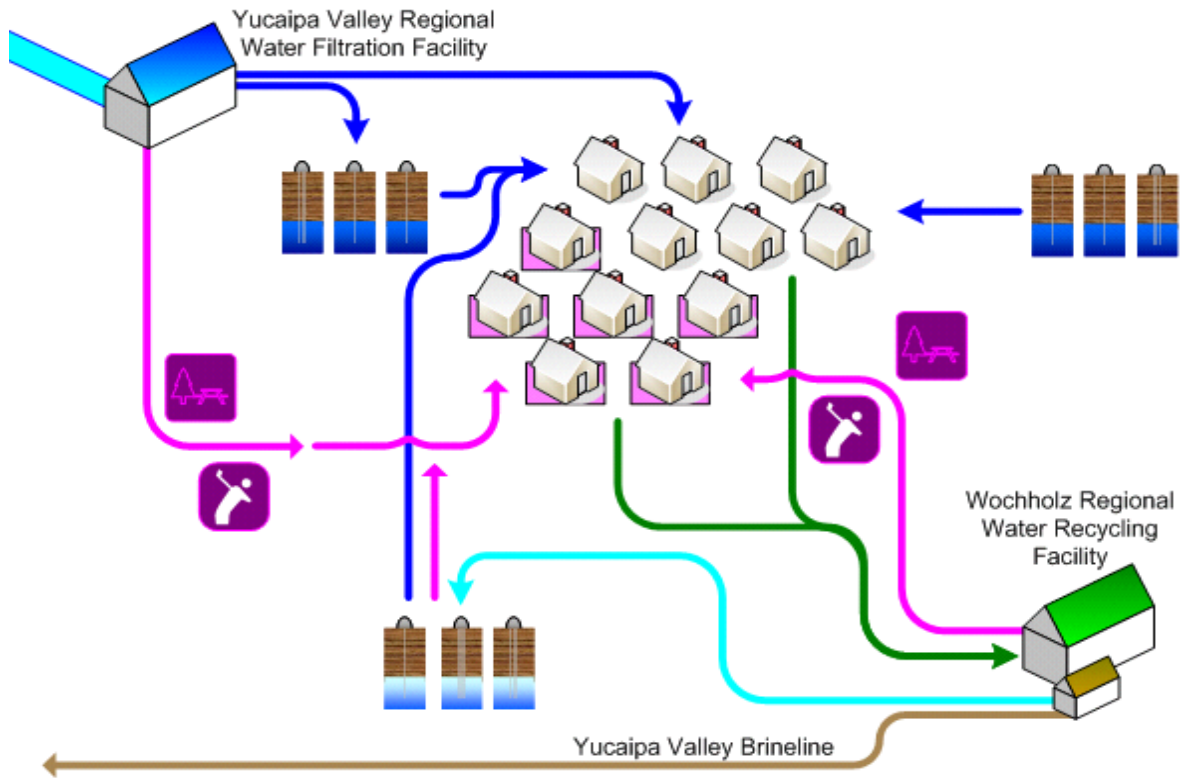
Water System: 223 miles of drinking water pipelines
2,033 fire hydrants
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
2.958 billion gallon annual drinking water demand
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

Sewer System: 8.0 million gallon treatment capacity - current flow at 3.5 mgd
213 miles of sewer mainlines
4,504 sewer manholes
5 sewer lift stations
1.27 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 to 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