



Those persons wishing to speak on any item included on the agenda should fill out a Request to Speak” form (name and address optional), which is available in the Board Room and submit it to the Interim Senior Administrative Assistant. If you have any questions, you can contact the Board Clerk/Administrative Coordinator via email at [dlamarque@cbwcd.org](mailto:dlamarque@cbwcd.org) or contact the District office at (909) 626-2711.

The Chino Basin Water Conservation District complies with the Americans with Disabilities Act and amendments thereto. If you require special assistance to participate in this meeting or if you desire a copy of the Agenda in an alternate format, please contact the District’s office at (909) 626-2711, at least 48 hours prior to the advertised starting time of the meeting.

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## **RECHARGE COMMITTEE MEETING**

**Chino Basin Water Conservation District  
4594 San Bernardino Street  
Montclair, CA 91763**

**Tuesday, August 1, 2023**

**3:00 p.m.**

## **A G E N D A**

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### **CALL TO ORDER**

### **ROLL CALL**

Recharge Committee Members:      Committee Chair Gil Aldaco, and Directors Teri Layton and Ryan Sonnenberg

### **ADDITIONS OR CHANGES TO THE AGENDA**

*In accordance with Section 54954.2 of the Government Code (Brown Act), a two-thirds vote (or unanimous vote if less than two-thirds are present), is required to add an item for action, provided that there is a need to take immediate action and that the need for action came to the attention of the agency after the agenda was posted.*

**PRESENTATIONS** - None.

**PUBLIC COMMUNICATIONS**

*This is the time and place for the general public to address the Recharge Committee. Due to Brown Act requirements, action will not be taken on any issues not on the Agenda; however, the Recharge Committee may refer comments and concerns to staff or request the item be placed on a future agenda. In accordance with District Resolution No. 2020-05: Decorum During Public Meetings, each speaker shall be allotted five (5) minutes of time to address the Recharge Committee.*

**DISCUSSION ITEMS**

1. **Provide Direction to Staff Regarding Changes to the FY 23-24 Budget and Five-Year Capital Plan, Including Prioritizing the Construction of an Ornamental Iron Fence Along Silicon Avenue and Brooks Street and a Wire Fence Along a Section of the Southern Boundary of the Brooks Basin Property.**

Report by: Elizabeth Skrzat, General Manager  
Dave Schroeder, Facilities & Operations Manager

RECOMMENDATION: Review, discuss, and provide direction to staff regarding changes to the FY 23-24 Budget and Five-Year Capital Plan, including prioritizing the construction of an ornamental iron fence along Silicon Avenue and Brooks Street and a wire fence along a section of the southern boundary of the Brooks Basin property.

2. **Provide Direction to Staff Regarding Changes to the FY 23-24 Budget and Five-Year Capital Plan in Regard to Ely Basin Restoration Project**

Report by: Elizabeth Skrzat, General Manager and Dave Schroeder, Facilities & Operations Manager

RECOMMENDATION: Provide Direction to Staff Regarding Changes to the FY 23-24 Budget and Five-Year Capital Plan in Regard to Ely Basin Restoration Project

**CLOSED SESSION** – None.

**ADJOURN**

The Recharge Committee will adjourn to the next Regular Meeting of the Chino Basin Water Conservation District, which will be held on Monday, August 14, 2023.

I, Dena Lamarque, Board Clerk/Administrative Coordinator of the Chino Basin Water Conservation District, do hereby certify that a copy of this agenda has been posted by 3:00 p.m. on Friday, July 28, 2023.

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Dena Lamarque, Board Clerk, Administrative Coordinator





**STAFF REPORT**  
**CHINO BASIN WATER CONSERVATION DISTRICT**  
**RECHARGE COMMITTEE MEETING**

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<b>MEETING DATE:</b>	August 1, 2023	<b>AGENDA ITEM:</b> DI 1
<b>FROM:</b>	Elizabeth Skrzat, General Manager Dave Schroder, Facilities & Operations Manager	
<b>SUBJECT:</b>	Provide Direction to Staff Regarding Changes to the FY 23-24 Budget and Five-Year Capital Plan, Including Prioritizing the Construction of an Ornamental Iron Fence Along Silicon Avenue and Brooks Street and a Wire Fence Along a Section of the Southern Boundary of the Brooks Basin Property.	

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**RECOMMENDATION**

Review, discuss, and provide direction to staff regarding changes to the FY 23-24 Budget and Five-Year Capital Plan, including prioritizing the construction of an ornamental iron fence along Silicon Avenue and Brooks Street and a wire fence along a section of the southern boundary of the Brooks Basin property.

**BACKGROUND**

On November 6, 2020, the Recharge Committee was presented with a plan to strengthen security around Brooks Basin with an ornamental iron fence. The proposal was for “Phase 1” to secure the southern perimeter of the property, which borders the railroad tracks. “Phase 2” was to replace chain link fence along the northern edge of the property on Brooks Street, which borders a homeowner’s association and along Silicon Avenue to the west.

The items were placed on the District’s Capital Plan for completion in FY 23-24, and the Montclair #2 Spillway was prioritized for FY 22-23. During the budgeting process in April 2023, staff suggested delaying construction on Brooks Basin an additional year to allow for building a roof over the amphitheater in the garden, which would free up the Board room as a “rainy day back up” for the Community Programs Department. The use of the Board Room as a “rainy day back up” was becoming a serious issue as the Conservation Programs Department had increased educational offerings to landscape professionals and community groups and governmental organizations increased their requests to use the space.

However, issues of trespassing and vandalism have increased sharply in the past month, prompting complaints from the neighboring homeowner’s association, and causing the District

Recharge Committee Meeting Date: August 1, 2023

Subject: Provide Direction to Staff Regarding Changes to the FY 23-24 Budget and Five-Year Capital Plan, Including Prioritizing the Construction of an Ornamental Iron Fence Along Silicon Avenue and Brooks Street and a Wire Fence Along a Section of the Southern Boundary of the Brooks Basin Property.

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to repair fences several times a week. The balance of priorities has shifted and staff now suggest moving forward with the original “Phase 2” of the plan with all possible speed.

### **ISSUES & ANALYSIS**

The Committee has a choice to recommend to the Board that the District replace the amphitheater roof in the capital plan with the “Phase 2” fence project, or to continue with both, which will cause the District to use reserve funds in FY 23-24. However, this project may limit staff time to complete the amphitheater roof within FY 23-24. District staff can begin a process of design and permitting in January – June 2024 with an intention to begin design and construction in 2025. District staff would need to find design costs within the existing budget, but the bulk of the project cost could begin in January 2025.

### **FISCAL IMPACT**

Estimates for this project range between \$250,000 - \$300,000. Prior to the escalation of vandalism and encampment activity at Brooks Basin, the District had planned to build a roof for the garden amphitheater in FY 23-24 with a budget of \$262,000 in Account No. 58000: Capital Projects. Within the District’s Five-Year Capital Plan, the Board approved Phase 1 of the Brooks Basin Fence Project in FY 24-25 with a budget of \$300,000 and Phase 2 of the Fence Project in FY 25-26 with a budget of \$300,000.

Staff proposes to delay the amphitheater roof project for one or more years and focus on the Brooks Basin Fence project, starting with an ornamental iron fence along the north and west sections of the property, which are closest to the affected homeowners and are seeing significant impact by vandalism, as well as a wire fence along the most vulnerable sections of the southern boarder of the property, which abuts railroad tracks.

In order to accommodate the needed space for rainy day field trips, staff suggests removing the lobby exhibit wall, which includes outdated information and is visibly worn and in need of repair. This project will be staff-lead and the cost will be largely staff time. A minimal amount of funds can be used to do small pilot projects to test constituent and visitor response to different iterations of the use of the space. All projects can be mobile, allowing the room to be cleared in the event of rain during a field trip. Community Programs staff are confident that there is enough room in the lobby to accommodate up to thirty-five children.

### **Attachment(s):**

- 1) FY 2023-2024 Proposed Budget and Five-Year Capital Plan



**Proposed Budget  
Fiscal Year 2023/24**

	<b>A</b>	<b>B</b>	<b>C</b>
	<b>FY 2022/23 Adopted Budget</b>	<b>FY 2022/23 Projected Ending</b>	<b>FY 2023/24 Proposed Budget</b>
<b>1 Revenue</b>			
2 Property Tax & Assessment Revenue	\$ 2,680,800	\$ 2,748,400	\$ 2,803,400
3 Redevelopment Agency ABx1 26	1,230,900	1,267,100	1,267,100
4 Interest Income	120,600	217,300	221,700
5 Miscellaneous Income	35,500	31,800	35,500
6 <b>Total Revenue - Non-Grant</b>	<b>4,067,800</b>	<b>4,264,600</b>	<b>4,327,700</b>
7 Grant Proceeds (Capital)	620,850	620,850	-
8 <b>Total Revenue</b>	<b>4,688,650</b>	<b>4,885,450</b>	<b>4,327,700</b>
<b>9 Expenditures</b>			
10 <b>Salaries &amp; Benefits</b>			
11 Employee Wages - Salaried	546,000	525,100	645,300
12 Employee Wages - Hourly	654,900	603,300	833,100
13 Employee Wages - Interns	20,700	18,300	72,000
14 Health Benefits	235,550	249,700	257,600
15 Payroll Taxes	103,300	93,500	125,900
16 CalPERS Retirement Normal Costs	101,900	98,900	130,100
17 CalPERS Retirement UAL (Required)	48,900	48,900	48,900
18 Education, Training & Travel	41,200	36,300	48,100
19 <b>Total Salaries &amp; Benefits</b>	<b>1,752,450</b>	<b>1,674,000</b>	<b>2,161,000</b>
20 <b>General &amp; Administrative</b>			
21 Legal	50,000	29,700	50,000
22 Engineering	10,000	-	10,000
23 Audit & Accounting	87,200	98,000	80,000
24 General Consulting	165,500	156,400	131,000
25 Insurance	90,000	93,000	93,000
26 Board of Directors	98,400	99,200	113,100
27 Election Expenses	30,000	30,000	-
28 Dues & Subscriptions	45,200	45,200	45,200
29 Office Utilities	31,500	37,000	39,500
30 Agenda Management Software	-	-	12,000
31 Computer/IT Support	40,400	40,400	43,700
32 Office Equipment & Supplies	59,400	55,900	50,100
33 Telecommunications	19,000	19,000	19,500
34 Maintenance/Janitorial	17,300	17,300	17,300
35 Banking, Payroll & Collection Fees	17,900	18,100	22,700
36 Recruitment	3,000	3,000	5,000
37 <b>Total General &amp; Administrative</b>	<b>\$ 764,800</b>	<b>\$ 742,200</b>	<b>\$ 732,100</b>

**Proposed Budget  
Fiscal Year 2023/24**

	<b>A</b>	<b>B</b>	<b>C</b>
	<b>FY 2022/23 Adopted Budget</b>	<b>FY 2022/23 Projected Ending</b>	<b>FY 2023/24 Proposed Budget</b>
38 <b>Facilities &amp; Operations</b>			
39 Basin Percolation Maintenance	\$ 100,300	\$ 99,500	\$ 101,000
40 Landscape & Irrigation	63,500	63,500	75,100
41 Fencing	30,000	30,000	42,000
42 Structural Maintenance	43,300	44,400	42,000
43 Signage	7,000	10,300	4,500
44 Hardscape	18,500	18,500	9,200
45 Facilities	10,000	-	10,000
46 Equipment & Vehicles	28,500	25,800	33,200
47 Uniforms	17,400	17,400	10,700
48 Weed Abatement & Pest/Critter Control	34,200	35,400	38,200
49 Trash Cleanup & Disposal	15,000	15,000	15,000
50 Utilities, Permits, Fees & Miscellaneous	14,000	12,700	14,000
51 <b>Total Facilities &amp; Operations</b>	<b>381,700</b>	<b>372,500</b>	<b>394,900</b>
52 <b>Public Relations/Education</b>			
53 District Events	50,000	50,100	59,000
54 School Tours	40,000	40,000	40,000
55 Advertising & Strategic Communications	63,300	63,300	63,300
56 Web Design/Maintenance	60,000	60,000	29,000
57 Public Education/Workshops	4,500	4,500	20,000
58 Community Sponsorships	3,000	3,000	2,500
59 Youth Program Supplies	3,500	3,500	1,500
60 Informational Materials	6,000	6,000	3,000
61 Supplies/Giveaways	12,500	12,500	10,000
62 <b>Total Public Relations/Education</b>	<b>242,800</b>	<b>242,900</b>	<b>228,300</b>
63 <b>Capital Expenditures and Pension Management</b>			
64 Capital Expenditures Total	1,495,100	1,362,200	541,200
65 CalPERS UAL Discretionary Payments	85,600	-	-
66 CalPERS Pension Trust Contributions	73,200	19,800	100,000
67 <b>Total Capital Expenditures and Pension Management</b>	<b>1,653,900</b>	<b>1,382,000</b>	<b>641,200</b>
68 <b>Total Expenditures</b>	<b>4,795,650</b>	<b>4,413,600</b>	<b>4,157,500</b>
69 <b>Net Revenue / (Expenditures)</b>	<b>(107,000)</b>	<b>471,850</b>	<b>170,200</b>
70 Use / (Addition) of Unassigned Reserves	107,000	(471,850)	(170,200)
71 <b>Net Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## 5-Year Capital Plan Proposed Budget Fiscal Year 2023/24

	A	B	C	D	E
	FY 2022/23 Projected Ending	FY 2023/24 Proposed Budget	FY 2024/25 Projection	FY 2025/26 Projection	FY 2026/27 Projection
<b>1 Capital Expenditures</b>					
2 Montclair Basin No.2 Spillway	\$ 1,019,000	\$ -	\$ -	\$ -	\$ -
3 Montclair Basin No.2 Spillway - Engineering	144,000	-	-	-	-
4 Major Structural Failures	-	100,000	170,000	500,000	500,000
5 Dump Trailer	10,000	-			
6 Waterwise Community Center Equipment Improvements	34,200	-			
7 Permanent Signage - Interpretive and Other	70,000	30,000			
8 Electrical Lighting Systems	25,000	-			
9 Drinking Fountain	10,000	-			
10 Truck	-	65,000			
11 Ely Basin No. 3 - Asphalt Driveway		20,000			
12 Amphitheatre Roof and Upgrades	-	262,000			
13 College Heights - Iron Fencing	-	15,000			
14 Watering Tank Trailer	-	-	30,000	-	-
15 Waterwise Community Center Lobby Remodel <sup>1</sup>	-	-	-	-	-
16 Brooks Basin Fence	-	-	300,000	300,000	-
17 Natural Playground <sup>2</sup>		-			
18 Contingency - 10% of Total	50,000	49,200	50,000	80,000	50,000
<b>19 Total Capital Expenditures</b>	<b>\$ 1,362,200</b>	<b>\$ 541,200</b>	<b>\$ 550,000</b>	<b>\$ 880,000</b>	<b>\$ 550,000</b>
<b>20 Grant Proceeds</b>					
21 MWD Stormwater Pilot Program Grant	(320,850)	-	-	-	-
22 ARPA (SB County)	(300,000)	-	-	-	-
<b>23 Total Grant Proceeds</b>	<b>\$ (620,850)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>24 Net Capital Expenditures (District-Funded)</b>	<b>\$ 741,350</b>	<b>\$ 541,200</b>	<b>\$ 550,000</b>	<b>\$ 880,000</b>	<b>\$ 550,000</b>

<sup>1</sup> Project budget of \$250,000 removed from 5-year capital plan and replaced with Natural Playground project

<sup>2</sup> Project added without a budget, as a placeholder, to improve the outdoor space and to replace the lobby remodel





**STAFF REPORT**  
**CHINO BASIN WATER CONSERVATION DISTRICT**  
**RECHARGE COMMITTEE MEETING**

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<b>MEETING DATE:</b>	August 1, 2023	<b>AGENDA ITEM:</b> DI 2
<b>FROM:</b>	Elizabeth Skrzat, General Manager	
<b>SUBJECT:</b>	Provide Direction to Staff Regarding Changes to the FY 23-24 Budget and Five-Year Capital Plan in Regard to Ely Basin Restoration Project	

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**RECOMMENDATION**

Review, discuss, and provide direction to staff regarding changes to the FY 23-24 Budget and Five-Year Capital Plan in regard to the Ely Basin Restoration Project.

**BACKGROUND**

In early July 2023, IEUA informed District staff that the Ely Basins required restoration due to lowering percolation rates and asked for financial assistance with the project. Historically, the District pays one third of the cost of the restoration project costs. In 2019, the cost borne by the District for a similar project totaled \$85,421.55.

The District works with Chino Basin Watermaster and the Inland Empire Utilities Agency to perform Ely Basin infiltration restoration maintenance under the terms of the Four Party Agreement between CBWCD, IEUA, Chino Basin Watermaster, and San Bernardino County Flood Control. Over time, silt and other debris settle into basin floors and slow percolation rates in a basin. The District funds restoration of the Montclair Basins on its own but shares the cost with IEUA for Ely Basin 3 and Brooks Basin. Ely Basin restoration tends to be more complex and costly due to the fact that the creek channel runs through, rather than alongside, the basins. This configuration makes it impossible to screen out trash and other debris that are carried by storms through the channel system, often either dumped in the channel by residents or are the remnants of homeless camps in the channel itself.

IEUA is the operator of the Ely Basin chain due to the presence of recycled water in the basins and contributes monetarily to basin restoration due to the benefit they receive by infiltrating recycled water using the percolation basins. The chain includes Ely 1 and Ely 2, which are the property of San Bernardino County Flood Control and Ely 3, which is the property of the Chino Basin Water Conservation District. As the operator of the Ely Basins, IEUA is responsible for

developing the bid package, advertising the project, and bringing forth all bids received to the District for review for infiltration maintenance.

### **ISSUES & ANALYSIS**

Typically, the District would have received notice much earlier in the year that such a project was planned. However, that was not the case this year.

### **FISCAL IMPACT**

The District planned for unexpected costs related to basin percolation maintenance. The District budgeted:

- Account No. 54450: Basin Percolation Maintenance
  - o Unforeseen Expense: \$100,000
- Account No. 58000: Capital
  - o Contingency: \$49,200

Due to the District's prudent budgeting for unforeseen events, it is highly likely that the District can absorb most or all of the costs of this project rather than touch reserve funds.

### **Attachment(s):**

- 1) FY 2023-2024 Proposed Budget and Five-Year Capital Plan
- 2) Four Party Agreement



**Proposed Budget  
Fiscal Year 2023/24**

	<b>A</b>	<b>B</b>	<b>C</b>
	<b>FY 2022/23 Adopted Budget</b>	<b>FY 2022/23 Projected Ending</b>	<b>FY 2023/24 Proposed Budget</b>
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**Proposed Budget  
Fiscal Year 2023/24**

	<b>A</b>	<b>B</b>	<b>C</b>
	<b>FY 2022/23 Adopted Budget</b>	<b>FY 2022/23 Projected Ending</b>	<b>FY 2023/24 Proposed Budget</b>
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47 Uniforms	17,400	17,400	10,700
48 Weed Abatement & Pest/Critter Control	34,200	35,400	38,200
49 Trash Cleanup & Disposal	15,000	15,000	15,000
50 Utilities, Permits, Fees & Miscellaneous	14,000	12,700	14,000
51 <b>Total Facilities &amp; Operations</b>	<b>381,700</b>	<b>372,500</b>	<b>394,900</b>
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53 District Events	50,000	50,100	59,000
54 School Tours	40,000	40,000	40,000
55 Advertising & Strategic Communications	63,300	63,300	63,300
56 Web Design/Maintenance	60,000	60,000	29,000
57 Public Education/Workshops	4,500	4,500	20,000
58 Community Sponsorships	3,000	3,000	2,500
59 Youth Program Supplies	3,500	3,500	1,500
60 Informational Materials	6,000	6,000	3,000
61 Supplies/Giveaways	12,500	12,500	10,000
62 <b>Total Public Relations/Education</b>	<b>242,800</b>	<b>242,900</b>	<b>228,300</b>
63 <b>Capital Expenditures and Pension Management</b>			
64 Capital Expenditures Total	1,495,100	1,362,200	541,200
65 CalPERS UAL Discretionary Payments	85,600	-	-
66 CalPERS Pension Trust Contributions	73,200	19,800	100,000
67 <b>Total Capital Expenditures and Pension Management</b>	<b>1,653,900</b>	<b>1,382,000</b>	<b>641,200</b>
68 <b>Total Expenditures</b>	<b>4,795,650</b>	<b>4,413,600</b>	<b>4,157,500</b>
69 <b>Net Revenue / (Expenditures)</b>	<b>(107,000)</b>	<b>471,850</b>	<b>170,200</b>
70 Use / (Addition) of Unassigned Reserves	107,000	(471,850)	(170,200)
71 <b>Net Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## 5-Year Capital Plan Proposed Budget Fiscal Year 2023/24

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	<b>FY 2022/23 Projected Ending</b>	<b>FY 2023/24 Proposed Budget</b>	<b>FY 2024/25 Projection</b>	<b>FY 2025/26 Projection</b>	<b>FY 2026/27 Projection</b>
<b>1 Capital Expenditures</b>					
2 Montclair Basin No.2 Spillway	\$ 1,019,000	\$ -	\$ -	\$ -	\$ -
3 Montclair Basin No.2 Spillway - Engineering	144,000	-	-	-	-
4 Major Structural Failures	-	100,000	170,000	500,000	500,000
5 Dump Trailer	10,000	-			
6 Waterwise Community Center Equipment Improvements	34,200	-			
7 Permanent Signage - Interpretive and Other	70,000	30,000			
8 Electrical Lighting Systems	25,000	-			
9 Drinking Fountain	10,000	-			
10 Truck	-	65,000			
11 Ely Basin No. 3 - Asphalt Driveway		20,000			
12 Amphitheatre Roof and Upgrades	-	262,000			
13 College Heights - Iron Fencing	-	15,000			
14 Watering Tank Trailer	-	-	30,000	-	-
15 Waterwise Community Center Lobby Remodel <sup>1</sup>	-	-	-	-	-
16 Brooks Basin Fence	-	-	300,000	300,000	-
17 Natural Playground <sup>2</sup>		-			
18 Contingency - 10% of Total	50,000	49,200	50,000	80,000	50,000
<b>19 Total Capital Expenditures</b>	<b>\$ 1,362,200</b>	<b>\$ 541,200</b>	<b>\$ 550,000</b>	<b>\$ 880,000</b>	<b>\$ 550,000</b>
<b>20 Grant Proceeds</b>					
21 MWD Stormwater Pilot Program Grant	(320,850)	-	-	-	-
22 ARPA (SB County)	(300,000)	-	-	-	-
<b>23 Total Grant Proceeds</b>	<b>\$ (620,850)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>24 Net Capital Expenditures (District-Funded)</b>	<b>\$ 741,350</b>	<b>\$ 541,200</b>	<b>\$ 550,000</b>	<b>\$ 880,000</b>	<b>\$ 550,000</b>

<sup>1</sup> Project budget of \$250,000 removed from 5-year capital plan and replaced with Natural Playground project

<sup>2</sup> Project added without a budget, as a placeholder, to improve the outdoor space and to replace the lobby remodel





**AGREEMENT  
FOR  
OPERATION AND MAINTENANCE OF FACILITIES  
TO IMPLEMENT THE  
CHINO BASIN RECHARGE MASTER PLAN**

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The parties that are signatories to this Agreement are the San Bernardino County Flood Control District (SBCFCD), the Chino Basin Water Conservation District (CBWCD), the Chino Basin Watermaster (Watermaster), and the Inland Empire Utilities Agency (IEUA), and shall be known collectively as "the Parties."

**WHEREAS**, the Parties are signatories to the Recharge Master Plan Implementation Memorandum of Agreement (RMPIMOA) (Attachment 1 hereto) which sets forth some of the operational policies and actions necessary to implement *Program Element 2 – Develop and Implement Comprehensive Recharge Program* of the Optimum Basin Management Program for the Chino Basin; and

**WHEREAS**, the Parties, in accordance with their respective Acts and Powers, desire to cooperate in a program to implement certain portions of the Recharge Master Plan for the purpose of assisting Watermaster in developing adequate groundwater recharge capabilities to meet the future needs of the Chino Basin; and

**WHEREAS**, the RMPIMOA calls for subsequent Agreements among the Parties to address the specifics of Facilities' operations, maintenance, conservation plans, cost sharing and other elements necessary to define how and by whom each recharge Facility will be operated and maintained; and

**WHEREAS**, the Parties have agreed to enter into this Agreement in partial fulfillment of the need for the subsequent Agreements that are called for in the

RMPIMOA and to set forth the relationship among the Parties relative to cooperation in and coordination of groundwater recharge at Facilities owned or operated by SBCFCD, CBWCD or IEUA.

**NOW THEREFORE BE IT RESOLVED THAT THE PARTIES HEREBY AGREE THAT:**

## **I. DEFINITIONS**

1. **Definitions.** For the purposes of this Agreement the following terms shall have the following meanings:

- a. The term "Facilities" means facilities that may be used for groundwater recharge, which may include basins, channels, diversion structures, rubber dams and other facilities and appurtenances owned or operated by any of the Parties in the Chino Basin.
- b. The term "Supplemental Water" means both water imported to Chino Basin from outside Chino Basin watershed, and recycled water.
- c. The term "Rainy Season" typically means the six-month period from October 15 to April 15, however any time that weather predictions indicate that a storm is developing that may be capable of producing runoff shall be considered as occurring within the "Rainy Season."

## **II. PURPOSE**

2. **Purpose.** Except as otherwise provided herein, and for the purpose of groundwater recharge, this Agreement, including any amendments and permits necessary to operate the Facilities, will govern the groundwater recharge related operation and maintenance of the Facilities identified in Attachment 2.

3. **Use of Facilities for Recharge.** In recognition of the capital investment being made by Watermaster, by IEUA, and by the State of California through grant funding to improve the overall recharge capabilities of SBCFCD, CBWCD and IEUA Facilities and to construct pipelines and appurtenances to convey Supplemental Water and native storm water to the Facilities for recharge, and subject to the priorities set forth in Section III and VI of this Agreement, the Parties will make all reasonable efforts to assure that the Facilities are made available to the maximum practicable extent for groundwater recharge.

### III. PRIORITIES

4. **Flood Control Priority.** The priority for use of capacity in the Facilities is first for flood control, second for recharge of native water and third for recharge of Supplemental Water. To protect property and public safety, in the event of unplanned or emergency situations, each of the Parties will have the sole authority to determine when their respective Facilities are available for recharge of Supplemental Water and to release water or to order the cessation of the delivery of Supplemental Water to maintain the full flood control capacity of their Facilities.

5. **Overlapping Agreements.** During those times when the Watermaster and/or the IEUA are not physically utilizing the Facilities for the recharge of Supplemental Water, the SBCFCD, CBWCD or IEUA may have and enter into subsequent and overlapping Agreements for use of their respective Facilities with others having similar needs. Provided however, actual use, as opposed to planned or scheduled use, of the Facilities by the Watermaster and/or IEUA for spreading Supplemental Water shall take precedence over all other uses except those related to controlling, managing, and recharging local storm water flows, or scheduled or emergency maintenance. Notwithstanding the above, the Parties acknowledge that recharge of Supplemental Water in the Chino Basin may only take place after approval by the Watermaster.

6. **Ownership and Easements.** All Facilities owned by the SBCFCD are under the exclusive control of its Board of Supervisors and its designated officers and employees and, except as agreed-to herein, no other person shall interfere with, regulate, or control any of such Facilities, or the water flowing therein, without the special written authority from the Board of Supervisors or its duly authorized representatives. All Facilities owned by the CBWCD are under the exclusive control of its Board of Directors and its designated officers and employees and, except as agreed-to herein, no other person shall interfere with, regulate, or control any of such Facilities, or the water flowing therein, without the special written authority from the Board of Directors of the CBWCD or its duly authorized representatives. All Facilities owned by IEUA are under the exclusive control of its Board of Directors and its designated officers and employees and, except as agreed-to herein, no other person shall interfere with, regulate, or control any of such Facilities, or the water flowing therein, without the special written authority from the Board of Directors of IEUA or its duly authorized representatives.

#### IV. MONITORING

7. **Accounting for Recharged Water.** Watermaster will be responsible for the accounting of all water recharged at the Facilities, including any water that is lost for whatever reason.

8. **Monitoring at Facilities.** IEUA will supply SBCFCD with a Supervisory Control and Data Acquisition (SCADA) monitoring and control system operating console along with maintenance and technical support. IEUA will also supply CBWCD and Watermaster with a SCADA monitoring console along with maintenance and technical support. The SBCFCD system will have a maintenance lock-out feature so that all gate and dam controls can not be overridden, but can be locked closed during maintenance operations. Where SCADA monitoring sensors can provide data for flood control purposes, IEUA will allow, where possible, their connection to the SBCFCD Automated

Local Evaluation in Real Time (ALERT) system. IEUA will have access to information from the ALERT system. To the greatest extent possible, all information systems will share data with the other Parties.

## **V. BASIN IMPROVEMENTS**

9. **Approval of Improvements to Facilities.** Where Watermaster or IEUA desires to provide improvements within SBCFCD or CBWCD Facilities, they shall submit plans and specifications thereof for SBCFCD or CBWCD review and approval. The approving Party thereafter agrees to allow such improvements and to issue any necessary permits in an expeditious manner, and Watermaster or IEUA agrees to assume all costs in connection therewith. With the SBCFCD's or CBWCD's concurrence, Watermaster or IEUA may contract with any other public or private entity or entities to provide said improvements. If Watermaster or IEUA has not already obtained a permit to perform the improvements in SBCFCD Facilities, then the entity who is contracted to perform the improvements shall apply for any required permits. Whenever Watermaster or IEUA contracts with others to perform work within SBCFCD or CBWCD Facilities, they shall ensure that the contractors comply with the terms and conditions of this Agreement and any relevant permits prior to entry upon such Facilities. When Watermaster or IEUA contracts for work, any and all procurement of labor, equipment, materials and services necessary to carry out construction of improvements shall be in accordance with the normal bidding and procurement procedures and policies of the respective Parties.

10. **Removal of Improvements from Facilities.** All water conveyance, discharge, monitoring, and spreading Facilities constructed under this Agreement shall be removed from SBCFCD's or CBWCD's Facilities at Watermaster's or IEUA's expense should this Agreement be terminated, unless SBCFCD's or CBWCD's approval is given to allow said Facilities to remain in place.

## **VI. ONGOING FIELD OPERATIONS**

11. **Coordination of Field Operations.** To the extent practicable, the Parties will coordinate their field operations, which includes maintenance activities, relative to the delivery of Supplemental Water to the Facilities.

12. **Security at Facilities.** Watermaster shall be responsible for appropriate security and surveillance of the areas used for ponding, conveying and spreading of Supplemental Water when such water is present at the Facilities. Watermaster will assume responsibility for security and surveillance of the improvements they make to the Facilities. Watermaster may employ guards or other security systems for this purpose.

13. **Maintenance Priorities at Facilities.** Maintenance personnel for SBCFCD Zone 1 assets will be allocated first for the purpose of providing flood control related maintenance and secondarily for the purpose of providing recharge related maintenance.

14. **Performance of Maintenance.** Watermaster and IEUA may utilize contractors to provide recharge related Additional Activities at the Facilities.

Watermaster may choose to have the Additional Activities, as identified in the budget, performed by an entity other than SBCFCD, CBWCD or IEUA, but only after consultation with and in coordination with SBCFCD, CBWCD or IEUA. SBCFCD, CBWCD and IEUA after consultation will cooperate with Watermaster to facilitate such performance by another entity. Any such entity and its contractors must comply with the rules and regulations of SBCFCD, CBWCD, or IEUA, including obtaining a permit(s), providing insurance, and reimbursement of costs for administration and inspection. As applicable, any and all procurement of labor, equipment, materials and services necessary to carry out performance of Additional Activities shall be in accordance with the normal bidding and procurement procedures and policies of Watermaster or the respective party performing the maintenance.

15. **Encroachment.** The Parties hereto shall not authorize or permit encroachment by others upon the Facilities owned by the other Parties.

16. **Damage to Facilities.** Under no circumstances shall the use of the Facilities by Watermaster or IEUA result in damage or degradation to the Facilities owned by the Parties hereto. Joint periodic inspections by the Parties to this Agreement shall be made if one or more of the Parties report that Facilities have received damage or are experiencing degradation. The purpose of the joint inspection will be to agree upon whether the work performed under this Agreement has caused the damage or degradation to the Facilities and to agree upon the corrective action needed to repair the damage or degradation. Once agreement has been reached, documentation shall be submitted to Watermaster identifying said damage or degradation, along with the agreed corrective action. Watermaster shall pay all costs for the corrective action. During the Rainy Season should the SBCFCD, CBWCD or IEUA discover that their respective Facilities have been damaged and require emergency corrective repair work in order to safely capture and detain storm water runoff, such agency or agencies will document the cause and extent of damage (e.g., through the use of photos, etc.) and shall proceed to make the necessary emergency corrective repairs. As soon as practicable following the discovery that such Facilities require emergency corrective work, such agency shall inform Watermaster of its decision to perform the emergency corrective work and of its intent to invoice Watermaster for the costs associated therewith. Scheduling priorities and dispute resolution, including but not limited to resolution of disputes relating to emergency repairs, and operation and maintenance issues will be addressed through the Groundwater Recharge Coordinating Committee (GRCC).

## **VII. RECYCLED WATER**

17. **Recycled Water.** Subject to approval by Watermaster, IEUA will have the primary responsibility for supplying and physically delivering recycled water to the

Facilities in coordination with the other recharge and flood control activities at those Facilities. Excluding the real property and the existing fixtures and structures that are presently owned by others, and further excluding any new fencing that is installed by IEUA under the Chino Basin Recharge Facilities Implementation Project, IEUA will be the owner of all recycled water installations and works installed by IEUA. Relative to the use of the Facilities for recharge of recycled water:

- a. Prior to the physical recharge of recycled water under this Agreement, IEUA shall prepare and process a request to, and shall obtain any necessary approvals from, the State of California Regional Water Quality Control Board, Santa Ana Region ("SARWQCB") and California Department of Health Services ("DHS"). Copies of such approvals shall be provided to CBWCD, SBCFCD and Watermaster.
- b. IEUA shall take all necessary and feasible steps to ensure that at all times, all recycled water supplies delivered by IEUA comply with the water quality and discharge provisions established in NPDES Permits from the SARWQCB and DHS.
- c. IEUA shall prepare and submit to the SARWQCB, as required, project monitoring and reporting requirements, which are established for the project by the SARWQCB and the DHS. Copies of all documents will be submitted simultaneously to Watermaster. IEUA shall continue to provide project monitoring, as required by the SARWQCB and DHS, after termination of this Agreement.
- d. Ownership of monitoring equipment and other Facilities installed by IEUA under the terms of this Agreement will continue to vest with IEUA after termination of this Agreement. Any costs incurred to comply with any of the requirements set forth herein with regard to recycled water shall be the sole responsibility of IEUA.
- e. IEUA will ensure that any necessary approvals and agreements between those third parties to whom IEUA provides recycled water and the Watermaster are obtained for storage and/or recharge of



recycled water in the Chino Groundwater Basin, at no cost to SBCFCD, CBWCD or Watermaster.

- f. No provision of any other permit or agreement between IEUA and any other third party shall operate to relieve IEUA from any of its obligations under this Agreement.
- g. IEUA shall cease spreading of recycled water immediately should levels of chemicals and other constituents increase beyond permitted levels identified in IEUA's NPDES and DHS Permits and/or in any other regulatory or permitting agency's permits or agreements. IEUA will have the sole responsibility for mitigation or cleanup activities required by regulatory entities related to the spreading of recycled water.
- h. No provision of this Agreement is intended to require, nor shall it be deemed to require, that SBCFCD or CBWCD become a primary user of, or otherwise become responsible for, any monitoring and/or testing of recycled water that is recharged by IEUA, or that CBWCD or SBCFCD be required to accept responsibility for compliance with any and all requirements imposed by the SARWQCB, which, in the absence of this Agreement, would be the responsibility of IEUA or other third parties.
- i. IEUA shall complete the design and construction of improvements at Facilities necessary to connect, convey and deliver recycled water supplies for recharge purposes, at no cost to CBWCD and SBCFCD.

## **VIII. COSTS**

18. **Budgeting.** Each fiscal year, using the procedures described in Attachment 2, IEUA will prepare, with the assistance of the other Parties, for consideration by Watermaster for each of the Facilities, a proposed budget of expenditures for operation, maintenance, repairs and improvements as well as for

establishing and maintaining prudent operating and improvement reserves for the next fiscal year (the "Consolidated Budget") and a planning budget of such expenditures for each of the following two fiscal years (the "Planning Budget"). Each of the Consolidated Budget and the Planning Budget will include: (a) a description of the activities that would normally be performed by SBCFCD, CBWCD and IEUA absent this Agreement ("Normal Activities") and the estimated costs that would normally be incurred for the performance of such activities ("Base Costs"); and (b) a description of Additional Activities identified by the Parties to be performed to facilitate and accommodate recharge of Supplemental Water or to correct any conditions, created by the use of Facilities for recharge of Supplemental Water, that cause SBCFCD, CBWCD, or IEUA to incur additional costs ("Additional Activities") and the estimated costs that would be incurred for the performance of such additional activities ("Additional Costs"). Normal Activities and Additional Activities include but are not limited to the activities listed in Attachment 2.

19. **Approval of Budgets.** In accordance with Attachment 2, Watermaster may approve or disapprove the Additional Costs in the Consolidated Budget and the Planning Budget submitted by IEUA or, after consultation with the other Parties, approve amended versions, provided, however, that Watermaster may not disapprove budgeted Additional Costs incurred in order to correct any conditions, as identified under the procedures of paragraph 16 of this Agreement, created by the use of Facilities for recharge of Supplemental Water. Upon approval of the Consolidated Budget and Planning Budget, Watermaster will notify the other Parties of such approval and authorize the other Parties to perform the Additional Activities.

20. **Books and Records.** SBCFCD, CBWCD and IEUA will maintain their books and records to adequately and accurately, describe and separately itemize all expenditures for Base Costs and for Additional Costs to the best practical extent. [See Attachment 2.]

21. **Submission of Invoices.** Not more often than monthly, SBCFCD and CBWCD will submit to IEUA, and IEUA will submit to itself, invoices, with supporting documentation, for actual Additional Costs, including overhead (i.e., payroll burden plus departmental overhead) charged on labor only, incurred by SBCFCD and CBWCD for either completed or partially completed Additional Activities which are included in the Consolidated Budget (as such budget may be amended from time to time in accordance with Attachment 2). Watermaster will also transmit to IEUA its claim for reimbursement for costs incurred which are included in the Consolidated Budget (as such budget may be amended from time to time in accordance with Attachment 2). Within 30 days of the received date of the invoice IEUA will pay the Parties for the amounts invoiced. In the event of a dispute over the amounts invoiced, IEUA will pay the amount invoiced and the applicable Parties will meet and confer with Watermaster and IEUA within 30 days to resolve the dispute.

22. **No Fees or Charges.** SBCFCD, CBWCD and IEUA will not impose fees or charges for use of their Facilities for the recharge of Supplemental Water and native storm water under this Agreement by Watermaster or IEUA.

## **IX. INDEMNITY**

23. **Mutual Indemnification.** Each of the Parties except the SBCFCD agrees to indemnify, defend and hold harmless each of the other Parties except the SBCFCD and their authorized officers, employees, directors, managers, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement that are based upon the negligence of the indemnifying party, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Parties on account of any claim therefore, except where such indemnification is prohibited by law. Indemnification with regard to SBCFCD shall be governed by Paragraph 24, below.

**24. Indemnification Regarding SBCFCD.**

24A. Watermaster, IEUA, and CBWCD agrees to indemnify, defend and hold harmless the County, SBCFCD and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement that are based upon their negligence including the acts, errors or omissions of any person and for any costs or expenses incurred by Watermaster, IEUA, CBWCD and their officers, employee, agents, and volunteers in connection with this Agreement.

24B. The County and SBCFCD agrees to indemnify and hold harmless Watermaster, IEUA, CBWCD and their officers, employees, directors, managers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement that are based upon its negligence including the acts, errors or omissions of any person and for any costs or expenses incurred by the County, SBCFCD and its officers, employees, agents, and volunteers in connection with this Agreement.

24C. In the event the County, SBCFCD, and/or Watermaster, IEUA, CBWCD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the County, SBCFCD and/or Watermaster, IEUA, CBWCD shall indemnify the other to the extent of its comparative fault.

**25. Insurance.** Without in any way affecting the indemnity herein provided and in addition thereto, the Watermaster and IEUA shall secure and maintain throughout the term of the Agreement the following types of insurance with limits as shown:

- a. **Workers' Compensation.** A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollar (\$250,000) limits, covering all persons providing services on behalf of the Watermaster and IEUA and all risks to such persons under this Agreement.

- b. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Additional Named Insured. All policies, except for Workers' Compensation policies shall contain additional endorsements naming the Parties hereto, their directors and managers, the County and their officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- d. Waiver of Subrogation Right. Watermaster and IEUA shall require the carriers of the above required coverages to waive all rights of subrogation against the SBCFCD and the County and the CBWCD, their officers, employees, agents, volunteers, contractors, directors, managers and subcontractors.
- e. Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the SBCFCD or CBWCD.
- f. Proof of Coverage. The Watermaster and IEUA shall immediately furnish certificates of insurance to the SBCFCD and CBWCD evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance hereunder, which certificates shall provide that such insurance shall not be terminated or expire except without thirty (30) days written notice to the SBCFCD and CBWCD, and Watermaster and IEUA shall maintain such insurance from the time Watermaster and IEUA commence performance hereunder until the completion of such performance. Within sixty (60) days of the commencement of this

Agreement, the Watermaster and IEUA shall furnish certified copies of the policies and all endorsements.

- g. Insurance Review. The above insurance requirements are subject to periodic review by the SBCFCD and CBWCD. The San Bernardino County Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the SBCFCD. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the SBCFCD, the County, inflation, or any other item reasonably related to the SBCFCD's or County's risk.
- h. Reduction or Waiver. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Watermaster and IEUA agree to execute any such amendment within thirty (30) days of receipt.
- i. General Liability Insurance. During the term of this Agreement, Watermaster and IEUA shall maintain \$10,000,000 in general liability insurance.

## **X. GENERAL**

26. General Compliance Responsibilities. No provision of this Agreement is intended to require, nor shall it be deemed to require, that any of the Parties will become responsible for or accept any responsibility for compliance with any

requirements imposed by other entities which, in the absence of this Agreement, would be the responsibility of the other Parties.

**27. Independent Contractors.** It is agreed that in the performance of the services by each Party to this Agreement, each Party and their officials, employees, and agents, shall act and be independent contractors of the other Party, and not as an agent or employee of the other Party, and shall obtain no rights to any benefits which accrue to employees of the other Party.

**28. Neutral Interpretation.** This Agreement constitutes the product of negotiations of the Parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any Party based upon the source of the draftsmanship hereof. This Agreement shall be construed in accordance with the laws of the State of California. The Parties agree and acknowledge that counsel for the Parties have mutually reviewed this Agreement and that the provisions of Civil Code § 1654 shall not apply to the interpretation of this Agreement.

**29. Material Covenants.** The failure or refusal of one Party to perform a material covenant within a reasonable time shall relieve the other Parties from any further performance under this Agreement with respect to that individual Party. Absent a material breach, the covenants contained in this Agreement shall continue in full force and effect.

**30. Other Agreements.** No provision of this Agreement is intended to require, nor shall it be deemed to require, that the Parties enter into any agreements, or obtain any approvals from any other agency or third party which would constitute a violation of or prevent any of the Parties from complying with any other agreement or permit in effect as of the date of this Agreement, or which would require the SBCFCD, CBWCD or IEUA to waive, compromise, or violate any of their respective statutory duties or responsibilities, or which would require Watermaster to compromise or violate the Judgment. No provision of this Agreement is intended to interfere with or in any way

supercede other agreements between the Parties or between any of the Parties and third parties. Each Party will notify the other Parties should it enter into other agreements with third parties that might affect the Facilities.

31. **Workers Compensation Claims.** If any of the Parties or San Bernardino County attempts to seek recovery from the other Parties for Workers Compensation benefits paid to an employee, the Parties agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

32. **No Discrimination.** The Parties each covenant that there shall be no discrimination against or segregation of any person, group or employee due to race, color, creed, religion, sex, marital status, age, disability, nation origin, ethnicity or ancestry, in any action or activity pursuant to this Agreement.

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

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

Chino Basin Water Conservation District  
PO Box 2400  
Montclair, CA 91763-0900

FINANCE DIRECTOR  
Inland Empire Utilities Agency  
~~P.O. Box 697~~  
Rancho Cucamonga, CA 91729

INVOICES TO  
ACCOUNTS PAYABLE

6075 KIMBALL AVE  
PO BOX 9020  
CHINO HILLS, CA 91709



Chino Basin Watermaster  
8632 Archibald Avenue, No. 109  
Rancho Cucamonga, CA 91730

34. **Term.** The initial term of this Agreement shall be until December 31, 2032 unless it is earlier terminated for any of the following reasons by any of the Parties:

- a. Substantial breach of the terms or conditions of this Agreement and failure to cure after notice.
- b. Violation of any of the covenants and conditions of this Agreement, or the inability to perform under the terms of this Agreement, on thirty (30) days written notice to the other Party. The 30-day notice requirement shall not apply in the event of an emergency.
- c. Subsequent enactment or amendment of laws, rules or regulations which render performance under this Agreement impracticable for any Party.

35. **No Liability Upon Termination.** In the event that this Agreement is terminated, no Party shall incur any further liability or obligation under the Agreement, except to fulfill any obligations then-existing at the time of termination, if any, based upon prior actions already taken pursuant to this Agreement (for example, any continuing duty to make payments for outstanding claims and legal actions, and services rendered and/or material and property purchases).

36. **Meet and Confer.** The Parties agree to meet and confer to review this Agreement whenever any of them may request such review, but at least once every five years. This Agreement may be amended by agreement of all of the Parties. This Agreement may be terminated by any Party without cause after December 31, 2032 provided notice of such termination is given one year prior.

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

## **XI. Groundwater Recharge Coordinating Committee**

**38.** A Groundwater Recharge Coordinating Committee (GRCC) is hereby created.

- a. Each Party is entitled to appoint one member and one alternate member to the GRCC. Members will serve at the pleasure of their respective appointing Parties.
- b. The initial meeting of the GRCC will be held at the call of Watermaster. The initial meeting of the GRCC shall be scheduled by Watermaster to occur no later than March 31, 2003.
- c. At the initial meeting, and annually thereafter, the members will select a chairperson and such other officers as they deem appropriate.
- d. The GRCC will meet at least quarterly and as often as necessary to facilitate full coordination of groundwater recharge operations.
- e. The primary function of the GRCC is to provide coordination of the operation, maintenance and use of the Facilities for groundwater recharge in the Chino Basin in order to achieve the purposes set forth in this Agreement.
- f. The GRCC is charged with developing and maintaining detailed criteria for groundwater recharge operations for each Facility consistent with this Agreement, creating and maintaining a communications plan and network to assure that the multiple uses of the Facilities are properly coordinated and to enable planned activities to be modified when necessary without convening meetings of the GRCC.
- g. The GRCC will prepare an annual operating plan for the recharge related activities at the Facilities and will coordinate the preparation of the budgets for the Facilities described in Paragraph 18 of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement with an effective date of the \_\_\_\_\_ day of \_\_\_\_\_ 2002.

Dated: 12/18/02

INLAND EMPIRE UTILITIES AGENCY

By John L. Anderson

Approved as to Form:

[Signature]  
Title: General Counsel

Dated: 12/11/02

CHINO BASIN WATER CONSERVATION DISTRICT

By [Signature]

Approved as to Form:

Wm. R.  
Title: District Counsel

Dated: 1-23-03

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Approved as to Form:

Title: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
J. HENRI BASTIAN  
Chair of the Board of Supervisors  
of the County of San Bernardino  
By [Signature]

Dated: 12/12/02

CHINO BASIN WATERMASTER

By [Signature]

Approved as to Form:

[Signature]  
Title: General Counsel

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**RECHARGE MASTER PLAN IMPLEMENTATION  
MEMORANDUM OF AGREEMENT**

The purpose of this Memorandum of Agreement (MOA) is: to define some of the operational policies and actions necessary to implement *Program Element 2 -- Develop and Implement Comprehensive Recharge Program* of the Optimum Basin Management Program (OBMP) for the Chino Basin, to define the PARTIES that are tasked with its implementation and the specific actions to be taken by each party. The PARTIES that are signatories to this MOA include the Chino Basin Watermaster (Watermaster), the Chino Basin Water Conservation District (CBWCD), Inland Empire Utilities Agency (IEUA), and the San Bernardino County Flood Control District (SBCFCD). Watermaster, CBWCD, IEUA and SBCFCD are collectively referred to herein as the PARTIES.

**RECITALS**

*Whereas* the need for a comprehensive recharge program is described in the OBMP Phase I report dated August 1999 and the Peace Agreement dated June 29, 2000; and

*Whereas* Watermaster completed a Recharge Master Plan Phase II Report dated August 2001 which contains descriptions of the existing and potential recharge facilities in the Chino Basin; and

*Whereas* the PARTIES, in accordance with their respective Acts and Powers, desire to cooperate in a program to implement certain portions of the Recharge Master Plan for the purpose of assuring that the Chino Basin has adequate recharge capabilities to meet its future needs; and

*Whereas* increasing the yield of the Chino Basin by increased capture of storm flow will improve ambient water quality and increase the assimilative capacity of the Chino Basin; and

*Whereas* the Recharge Master Plan investigations demonstrated that the best and least expensive way to put this available storm flow runoff to beneficial use is groundwater recharge; and

*Whereas* IEUA, acting on behalf of the Watermaster, has submitted an application for Proposition 13 grant funding to pay for half of the capital cost of the recharge facility improvements, up to \$19 million, described in the Recharge Master Plan; and

*Whereas* IEUA will retain a design consultant in December 2001 to complete a preliminary design report; and

*Whereas* the final design and specifications for the recharge facility improvements must be completed by April 15, 2002 to ensure that the projects can be constructed and that IEUA will receive funding under Proposition 13 for these facilities.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The PARTIES to this MOA hereby agree that the flood control function of the various basins or facilities capable of artificial recharge in the Chino Basin takes priority over the artificial recharge function. For the purposes of this MOA, artificial recharge includes storm and supplemental water recharge that occurs only through active and discretionary activities of the PARTIES. The PARTIES agree that to the extent that artificial recharge can be incorporated into the operation of the basins without risk of flood damage and loss of life or without impeding or impairing flood control activities, recharge will be optimized. Multi-purpose projects are a high priority and will be considered on a case-by-case basis.
2. Facilities Operations. In order for water to be stored in the basins, the PARTIES will need to know in advance of the coming of significant storms. Currently, long range forecasting of the weather is obtained by SBCFCD. When significant storms are predicted to occur in the Chino Basin area, the volume of water in conservation storage in each basin will be reduced accordingly to preserve the flood control function in anticipation of storm water inflows. Conservation plans will be developed for each of the facilities that include a schedule of conservation pool elevations, criteria that define when water can be stored for conservation and when water in conservation storage must be released to restore the full flood protection capabilities of the basins or allow for facility maintenance and repair, etc. Preliminary conservation goals for each basin are included in Table 1. Initially, for basins that receive supplemental water (as defined in the Judgment and

Memorandum of Agreement  
Maximization of Recharge in the Chino Basin Phase 2 - Optimum Basin Management Program

Peace Agreement), the volume of water in conservation storage will be reduced by either reducing or stopping altogether supplemental water inflows to the basins to provide adequate storage space to capture the runoff from the expected storm event. These conservation plans will be developed in detail in subsequent agreements, and they may be modified over time based on operational experience, improvements in weather and flood forecasting, management technologies and other considerations.

3. Many facilities listed in Table 1 will be monitored remotely for flood control and other purposes. These facilities may be operated either through an automatic control system or by manually operating controls at each facility. A PARTY can delegate the operation and control of some or all of its facilities to others. The SBCFCD shall have the authority to empty its basins at its sole discretion to prevent risk of flood damage or loss of life or for immediate maintenance. Pursuant to Article 5.1(f) of the Peace Agreement, the PARTIES agree to undertake Recharge using water of the lowest cost and the highest quality, giving preference as far as possible to the augmentation and the Recharge of native storm water.
4. Maintenance. Activities to maintain or improve recharge performance at basins will be done at periods chosen by the PARTIES to optimize recharge of storm water and supplemental water. The PARTIES will identify the entities to perform this maintenance for each facility. Watermaster will pay the incremental cost increase of basin operations that are in addition to the ordinary and customary operation and maintenance activities presently practiced. Such incremental cost increases will include charges resulting from the planned optimization of recharge and other percolation restoration efforts arising or made more costly due to the presence of supplemental water in the basins. The planned optimization of recharge will include the environmental impacts that are present and policies will be established to maintain the optimum characteristics of the recharge facilities.
5. Financing and Accounting. It is the intent of the PARTIES that the costs associated with implementation of the Recharge Master Plan will be paid by Chino Basin Watermaster and IEUA (including SAWPA Proposition 13 funding). It is also not the intent of the PARTIES that capital costs associated with the Recharge Master Plan projects be borne by either CBWCD or SBCFCD. The PARTIES will account for their efforts associated with the Recharge Master Plan projects in order that "in-kind" contributions are consistent with the contractual requirements to demonstrate local share matching funds required for Proposition 13 funding are being contributed. It is the intent of the PARTIES that other projects that are not otherwise committed and that meet the intent of the Recharge Master Plan activities, will be counted toward the local share of matching funds.
6. Subsequent Agreements. The PARTIES will immediately work to develop subsequent agreements necessary to address the specifics of facilities operations, maintenance, repayment, etc. It is anticipated the Subsequent Agreements will be completed in the first quarter of 2002, prior to completion of final design.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Agreement to be executed on the dates herein shown.

\_\_\_\_\_, 2002

INLAND EMPIRE UTILITIES AGENCY  
By *[Signature]*

\_\_\_\_\_, 2002

CHINO BASIN WATER CONSERVATION DISTRICT  
By *[Signature]*

FEB 12 2002

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT  
By *[Signature]*

Jan 24, 2002

CHINO BASIN WATERMASTER  
By *[Signature]*

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

J. RENEE BASTIAN  
Clerk of the Board of Supervisors  
of the County of San Bernardino

- 2 -

By *[Signature]* 12/18/2001

38 46

Table 1  
Recharge Goals for Each Basin

Basin	Storm Water Conservation Goal	Supplemental Water Recharge Capacity Goals	
		Imported Water	Recycled Water
	(acre-ft/yr)	(acre-ft/yr)	(acre-ft/yr)
<i>Management Zone 1</i>			
Montclair Basin 1	350	2,215	1,846
Montclair Basin 2	780	4,438	3,698
Montclair Basin 3	370	953	794
Montclair Basin 4	440	1,075	896
Brooks Street Basin	1800	1,881	1,568
Upland Basin	1000	4,935	4,112
College Heights Basins	100	8,958	7,465
Seventh and Eighth Street Basins	1550	1,181	984
Subtotal Management Zone 1	<u>6,390</u>	<u>25,635</u>	<u>21,362</u>
<i>Management Zone 2</i>			
San Sevaine No. 1	820	7,288	6,073
San Sevaine No. 2	20	2,484	2,070
San Sevaine No. 3	640	3,127	2,606
Rich Basin	860	2,524	2,104
San Sevaine No.'s 4 and 5 (combined into one basin)	500	4,601	3,834
Ely Basins	2,800	2,907	2,423
Etiwanda spreading area (joint use of Etiwanda debris basin)	1,635	4,886	4,886
Hickory Basin	840	2,606	2,172
Hickory Basin	940	2,883	2,402
Victoria Basin	1,800	1,895	1,579
Turner Basin No. 234	500	2,345	1,954
Lower Day Basin	860	505	421
Turner Basin No. 1			
Subtotal Management Zone 2	<u>12,215</u>	<u>38,051</u>	<u>32,533</u>
<i>Management Zone 3</i>			
Jurupa Basin	650	635	529
Wineville Basin	600	586	489
Etiwanda Conservation Ponds	1,060	3,257	2,714
IEUA RP3 Ponds	1,700	4,886	4,072
Decez Basin	260	977	814
Bannan Basin	800	2,020	1,683
Subtotal Management Zone 3	<u>5,070</u>	<u>13,361</u>	<u>10,301</u>
Totals	<u>23,675</u>	<u>76,047</u>	<u>64,187</u>

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Attachment No.2  
to  
Agreement  
FOR  
OPERATION AND MAINTENANCE OF FACILITIES  
TO IMPLEMENT THE  
CHINO BASIN RECHARGE MASTER PLAN

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The purpose of this Attachment No. 2 is generally to describe (1) the budgeting, funding, billing and payment processes to be used by the Parties in the implementation of this Agreement, (2) the Facilities covered by this Agreement, (3) the lists of normal and additional maintenance activities referred to in Paragraph 18 of the Agreement and paragraphs C2, C3, D2, D3, E2 and E3 of this Attachment and (4) the guidelines for creation and operation of annual operating plans for each Facility. This Attachment 2 may be amended periodically by unanimous agreement of the members of the Groundwater Resources Coordinating Committee (GRCC) It is the intent of the Parties that the GRCC will have reasonable flexibility to create procedures or time schedules that may deviate somewhat from those set forth below, provided that all of the affected Parties agree.

**A. Budgeting and Funding Process.** In order to facilitate the timely review and approval by Watermaster of the Consolidated Budget and Planning Budget called for in Paragraph 18 of the Agreement, the Parties will each submit individual budgets for Additional Costs for the ensuing fiscal year to IEUA, with copies to the other Parties, no later than February 1<sup>st</sup> of each fiscal year. IEUA will then prepare a Consolidated Budget and Planning Budget and circulate such budgets for review and comment by March 1<sup>st</sup>. IEUA will consult with the GRCC as part of the preparation process. IEUA will use its best efforts to resolve any questions or concerns of the Parties during such review. IEUA will submit the Consolidated Budget and Planning Budget, with any changes, to Watermaster by April 1<sup>st</sup>. Watermaster will adopt a final Consolidated Budget and Planning Budget on or before June 1<sup>st</sup> of each year. Watermaster shall

supply a copy of said Consolidated Budget and Planning Budget to the Parties on or before June 15<sup>th</sup>. Any amendment to the Consolidated Budget shall be submitted to the Parties for review and comment at least 30 days prior to action thereon by Watermaster. The Consolidated Budget for Additional Costs for the ensuing fiscal year will be the sum of the amounts approved by Watermaster for IEUA, CBWCD and SBCFCD plus the amount budgeted by Watermaster for its own costs. Quarterly, in advance, Watermaster will pay to IEUA the portion, as shown by the Consolidated Budget, of the estimated amount needed to fund the portion of the total budget to be expended during the quarter. IEUA will place the amounts received into a Recharge O & M Account. If the Consolidated Budget is amended during the fiscal year and the result of such amendment is to increase appropriations, such increased amounts will be paid quarterly over the remaining fiscal year.

**B. Payment Process.** Not later than the 15<sup>th</sup> day of each month CBWCD and SBCFCD will transmit to IEUA, and IEUA will transmit to itself, with copies to Watermaster, the invoices that are called for in Paragraph 21 of the Agreement, and Watermaster will transmit to IEUA its claim for reimbursement for costs incurred. IEUA will then, within fifteen days, pay each of the four agencies separately for their invoiced amounts from amounts received from Watermaster.

**C. San Bernardino County Flood Control District Facilities.**

1. **Facilities.** The following Facilities owned or operated (either through contract or easement) by SBCFCD, collectively the SBCFCD Facilities, may be subject to this Agreement:

- Brooks Basin, also known as the Brooks Street Basin (through contract)
- Ely Basins Nos. 1 and 2
- Ely Basin No. 3 (through easement)
- Etiwanda Spreading Grounds

- Hickory Basin
- Lower Day Creek Basin, also known as Day Creek Basins Nos. 1 and 2
- Montclair Basins Nos. 1-3 (through easement)
- San Sevaine Basins Nos. 1, 2, 3, 4 and 5
- Turner Basin No.1
- Turner Basins Nos. 2,3 and 4
- Victoria Basin
- Banana Basin
- Declez Basin
- Etiwanda Conservation Basins, leased through 2004
- Jurupa Basin
- Wineville Basin
- Other facilities such as channels, diversion structures, and appurtenances

2. Nonexclusive List of Maintenance Activities that may normally be performed by SBCFCD at facilities owned or operated by SBCFCD("Normal Activities").

- a. Generally, any activities that SBCFCD would have performed in the absence of this Agreement.
- b. Maintenance, repair and replacement of the exterior fencing.
- c. Maintenance, repair and replacement of SBCFCD signage on the exterior fencing and at entrances to warn against and prohibit trespass.
- d. Maintenance, repair and reconstruction of the pre-existing stormwater diversion, conveyance and discharge structures and their appurtenances, excluding any additional maintenance, repair and reconstruction attributable to the conveyance or recharge of Supplemental Water.

- e. Debris removal, weed control and pest management work, excluding any such work that is attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- f. Routine inspections weekly during the storm season and quarterly during the non-storm season.
- g. Environmental or other permit processing for maintenance activities excluding additional environmental or other permit processing attributable to the conveyance or recharge of Supplemental Water or the extended holding of storm water.

3. Nonexclusive List of Additional Maintenance Activities that may be identified by Watermaster, IEUA and SBCFCD. (Additional Activities)

- a. Generally, any activities specifically requested by Watermaster or IEUA or other activities that are made necessary due to recharge of Supplemental Water.
- b. Any additional maintenance, repair, and reconstruction work to the Facilities themselves, including any of their existing storm water diversion, conveyance, and discharge structures and their respective appurtenances that is attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- c. Any vector control and nuisance abatement and also any additional debris removal, weed control, and pest management attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- d. Additional inspections or mitigation monitoring.
- e. Maintenance, repair and replacement of pre-existing gravity-type water measurement structures and their appurtenances that are necessary to measure the flow rates of water diverted to the Facilities.

- f. Additional data processing, meeting attendance, budget preparation, operations coordination or other similar additional activities.
- g. Any additional slope area cleaning and weeding to remove material attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- h. The removal and disposal of silt, vegetation or debris deposits that are attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- i. Compliance with any requirements of the California Division of Safety of Dams or other local, state or federal agencies when such requirements are attributable to the use of Facilities for recharge of Supplemental Water.
- j. SCADA system operation, monitoring, and maintenance.
- k. Rubber Dam operation, maintenance and energy costs
- l. Repair of Facilities due to liquefaction or to the presence of recharge water.
- m. Any pumping necessary to gain access to the floor or sides of a Facility and its appurtenances in order to perform maintenance and repair functions.
- n. Security patrols.
- o. Clean-up of biofilms and insoluble non-biodegradable metabolites.
- p. Odor control.
- q. Repairing, maintaining, cleaning and reconstructing any gates, structures, housing, trash racks/grates, conduits, dams, buildings, fencing, SCADA components, berms and the appurtenances, parts and fixtures of each that are constructed as part of the Chino Basin Recharge Facilities Implementation Project or that become clogged, impaired, damaged or contaminated as a result of the conveyance, delivery, percolation or recharge of imported water.

- r. Repairing, maintaining, cleaning and reconstructing any gates, structures, housing, trash racks/grates, conduits, dams, buildings, fencing, SCADA components, berms and the appurtenances, parts and fixtures of each that are constructed and used for the delivery of recycled water to SBCFCD's Facilities, including but not limited to those works, Facilities and recharge surfaces that become clogged, impaired, damaged or contaminated as a result of the recharge of recycled water.
4. Annual Operating Plans. Through the GRCC, the Parties will coordinate the annual preparation of an operating plan for each Facility, including estimated schedules for planned outages to facilitate maintenance activities. While the details of the plans are expected to be developed over time by the Parties, the plans should take cognizance of the following general guidelines:
- a. SBCFCD will notify Watermaster and IEUA a minimum of two weeks in advance as to when and for what duration any of the Facilities will be unavailable for recharge of Supplemental Water due to planned maintenance and Watermaster and IEUA will promptly discontinue delivery of Supplemental Water to such Facilities.
  - b. Watermaster and IEUA will interrupt diversions of Supplemental Water to the Facilities immediately upon notification by SBCFCD that such interruption is necessary due to pending storms or unforeseen emergency conditions. It is the responsibility of IEUA or Watermaster to either cease making deliveries of Supplemental Water to, or release Supplemental Water from, the Facilities that are used for regulating storm water flows so as to restore the required storage space for stormwater containment in the Facilities.
  - c. Watermaster and IEUA will notify SBCFCD at least two weeks in advance as to when Supplemental Water will be available, the expected duration of such availability and the total volume of

Supplemental Water that Watermaster or IEUA would like to recharge, and request from SBCFCD information about the availability of Facilities for such recharge.

- d. IEUA will notify the SBCFCD within two weeks, weekends and holidays excepted, of communicating instructions to Metropolitan Water District of Southern California (MWDSC) to begin, increase, reduce or cease the release of imported water for delivery to any Facility, or of deciding to begin, increase, decrease or cease the delivery of recycled water to any Facility, and request from SBCFCD information about the availability of Facilities for such recharge.
- e. During any period of time that SBCFCD Facilities are available for recharge of Supplemental Water and Supplemental Water is available the Parties will use their best efforts to recharge the full amount of Supplemental Water Watermaster and IEUA request to recharge during that period.
- f. Watermaster and IEUA will interrupt deliveries or diversions of Supplemental Water to the Facilities pursuant to requests by SBCFCD in order to accommodate inspection, maintenance or construction functions by SBCFCD.
- g. Water occupying that portion of the Facilities whose purpose is flood control shall be emptied by order of SBCFCD 24 hours in advance of storms to provide full flood control capacity.
- h. Watermaster and IEUA will control deliveries of Supplemental Water to the Facilities as necessary to prevent exceeding the design capacity of the channels.
- i. In general, the floors of the Facilities will not be ripped or disked except following an activity involving the operation of heavy equipment there, and then only after the floor has been cleansed of silt and other materials that might impede the percolation rate of the Facilities. All Facility floors that are ripped or disked will be floated

or otherwise made smooth to avoid having silt deposited in cuts or furrows made by the ripping or disking operation. The Watermaster shall determine and fund activities to improve Facility recharge capability. The work activities described in this paragraph will be conducted only when authorized in advance by SBCFCD and only upon first receiving environmental permits and clearances from others when so required.

**D. CHINO BASIN WATER CONSERVATION DISTRICT FACILITIES.**

1. Facilities. The following Facilities owned by CBWCD, collectively the CBWCD Facilities, are subject to this Agreement:

- Brooks Basin, also known as the Brooks Street Basin
- Montclair Basins
- College Heights Basin, also known as the College Heights Basins
- Ely Basin No. 3
- Other facilities existing at the time of this Agreement that are a part of the above identified Facilities such as channels and diversion structures, and the appurtenances of each, except for such facilities that may, by way of law or otherwise, be the property of others.

2. Nonexclusive List of Maintenance Activities that would normally be performed by CBWCD at Facilities owned by CBWCD. ("Normal Activities").

- a. Generally, any activities that CBWCD would have performed in the absence of this Agreement.
- b. Maintenance, repair and replacement of the exterior fencing.
- c. Maintenance, repair and replacement of CBWCD signage on the exterior fencing and at entrances to warn against and prohibit trespass.



- d. Maintenance, repair and replacement of exterior landscaping and irrigation works.
- e. Maintenance, repair and reconstruction of the existing stormwater diversion, conveyance and discharge structures and their appurtenances, excluding any additional maintenance, repair and reconstruction attributable to the conveyance or recharge of Supplemental Water.
- f. Maintenance, repair and replacement of existing water level sensor installations and their appurtenances, including but not limited to their structural and electronic components.
- g. Debris removal, weed control and pest management work, excluding any such work that is attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- h. Routine inspections weekly during the storm season and twice monthly during the non-storm season.

3. Nonexclusive List of Additional Maintenance Activities that may be identified by Watermaster, IEUA and CBWCD. ("Additional Activities")

- a. Generally, any activities specifically requested by Watermaster or IEUA or other activities that are made necessary or more difficult due to recharge of Supplemental Water.
- b. Any additional maintenance, repair, and reconstruction work to the Facilities themselves, including any of their existing stormwater diversion, conveyance, and discharge structures and their respective appurtenances that is attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- c. Maintenance, repair and operation of the flow measurement device installed within CBWCD's diversion structure on the San Antonio Creek Channel including any required calibration.
- d. Any vector control and nuisance abatement and also any additional debris removal, weed control, and pest management

attributable to or made more difficult by the conveyance or recharge of Supplemental Water.

- e. Additional inspections or mitigation monitoring.
- f. Additional data processing, meeting attendance, budget preparation, operations coordination or other similar additional activities.
- g. Any additional slope area cleaning and weeding to remove material attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- h. The removal and disposal of silt, vegetation or debris deposits that are attributable to or made more difficult by the conveyance or recharge of Supplemental Water.
- i. Compliance with any requirements of the California Division of Safety of Dams or other local, state or federal agencies when such requirements are attributable to the use of Facilities for recharge of Supplemental Water.
- j. CBWCD's downloading and processing of information stored on its water level sensors used to estimate the approximate volumes of the different categories of water recharged.
- k. Any pumping necessary to gain access to the floor or sides of a Facility and its appurtenances in order to perform maintenance and repair functions.
- l. Repairing, maintaining, cleaning and reconstructing any gates, structures, housing, trash racks/grates, conduits, dams, buildings, fencing, SCADA components, berms and the appurtenances, parts and fixtures of each that are constructed as part of the Chino Basin Recharge Facilities Implementation Project or that become clogged, impaired, damaged or contaminated as a result of the conveyance, delivery, percolation or recharge of imported water.
- m. Repairing, maintaining, cleaning and reconstructing any gates, structures, housing, trash racks/grates, conduits, dams, buildings,

fencing, SCADA components, berms and the appurtenances, parts and fixtures of each that are constructed and used for the delivery of recycled water to CBWCD's Facilities, including but not limited to those works, Facilities and recharge surfaces that become clogged, impaired, damaged or contaminated as a result of the recharge of recycled water.

- n. Clean-up of bio films and insoluble non-biodegradable metabolites.
- o. Odor control.

4. Annual Operating Plans. Through the GRCC, the Parties will coordinate the annual preparation of an operating plan for each Facility, including estimated schedules for planned outages to facilitate maintenance activities. While the details of the plans are expected to be developed over time by the Parties the plans should take cognizance of the following general guidelines:

- a. CBWCD will notify Watermaster and IEUA at least two weeks in advance as to when and for what duration any of the Facilities will be unavailable for recharge of Supplemental Water for reasons other than storm events or unforeseen emergency conditions and Watermaster and IEUA will promptly discontinue delivery of Supplemental Water to such Facilities.
- b. Watermaster and IEUA will interrupt diversions of Supplemental Water to the Facilities immediately upon notification by SBCFCD or CBWCD that such interruption is necessary due to pending storms or unforeseen emergency conditions. It is the responsibility of IEUA or Watermaster to either cease making deliveries of Supplemental Water to, or release Supplemental Water from, the Facilities that are used for regulating stormwater flows so as to restore the required storage space for stormwater containment in the Facilities.
- c. Watermaster and IEUA will notify CBWCD as soon as possible but at least one week in advance as to when Supplemental Water will be available, the expected duration of such availability and the total volume of Supplemental Water that Watermaster or IEUA would

like to recharge, and request from CBWCD information about the availability of Facilities for such recharge.

- d. Any of the Parties will notify the other Parties and the SBCFCD within twelve hours, weekends and holidays excepted, of communicating instructions to MWDSC to begin, increase, reduce or cease the release of Supplemental Water for delivery to any Facility, or of deciding to begin, increase, decrease or cease the delivery of recycled water to any Facility.
- e. During any period of time that CBWCD Facilities are available for recharge of Supplemental Water and Supplemental Water is available, the Parties will use their best efforts to recharge the full amount of Supplemental Water Watermaster and IEUA request to recharge during that period.
- f. Watermaster and IEUA will interrupt diversions of Supplemental Water to the Facilities pursuant to requests by CBWCD in order to accommodate inspection, maintenance or construction functions by CBWCD or SBCFCD. CBWCD will make every effort to plan and coordinate such functions in order to minimize interruptions of recharge activities.
- g. Watermaster and IEUA will control deliveries of Supplemental Water to the Facilities as necessary to prevent overflow into the San Antonio and West State Street Channels except during periods when the U.S. Army Corps of Engineers or the SBCFCD, respectively, have advised them in writing that capacity for such overflows exists in the Channels.
- h. CBWCD, after notifying the Army Corps of Engineers, and Watermaster, will open fully the diversion gate to the Montclair Basins in advance of storms predicted to exceed one quarter of an inch. Except when such storms are expected or when the diversion gate is being used to divert water for Watermaster, the gate will be kept closed.

- i. At the Montclair Basins during the Rainy Season, in order to create sufficient storage space for the capture and containment of stormwater, Watermaster and IEUA will be limited to recharge of Supplemental Water at Basins Nos. 1 and 2 and, upon receiving special authorization from CBWCD, in limited quantities at Basins Nos. 3 and 4.
- j. In general, the floors of the Facilities will not be ripped or disked except following an activity involving the operation of heavy equipment there, and then only after the floor has been cleansed of silt and other materials that might impede the percolation rate of the Facilities. All basin floors that are ripped or disked will be floated or otherwise made smooth to avoid having silt deposited in cuts or furrows made by the ripping or disking operation. The work activities described in this paragraph will be conducted only when authorized in advance by CBWCD. The work activities described in this paragraph will be conducted only when authorized in advance by CBWCD and only upon first receiving environmental permits and clearances from others when so required.

#### **E. INLAND EMPIRE UTILITIES AGENCY FACILITIES**

1. Facilities. The following Facilities owned by IEUA, collectively the IEUA Facilities, are subject to Agreement:
  - RP-3 Basins
2. List of Maintenance Activities that would normally be performed by IEUA at Facilities owned by IEUA (normal activities).
  - a. Generally, any activities that IEUA would have performed in the absence of Agreement.
  - b. Maintenance, repair and replacement of exterior fencing;  
(1) signage on the exterior fencing and at entrances to warn against and prohibit trespass;

- (2) exterior landscaping and irrigation works;
  - (3) diversion, conveyance and discharge structures and their appurtenances, excluding any additional maintenance, repair and reconstruction attributable to the conveyance or recharge of imported water;
  - (4) water level sensor installations and their appurtenances, including but not limited to their structural and electronic components;
  - c. debris removal, weed control and pest management, excluding any additional maintenance, repair and reconstruction attributable to the conveyance or recharge of imported water; and
  - d. routine inspections.
3. List of Additional Maintenance Activities that may be identified by Watermaster (additional activities).
- a. Generally, any activities specifically requested by Watermaster or other activities that are made necessary due to recharge of imported water.
  - b. Additional maintenance, repair and reconstruction of stormwater diversion, conveyance and discharge structures and their appurtenances.
  - c. Additional debris removal, weed control or pest management.
4. General Operating Plan. Subject to the need to respond to unexpected events the Parties will operate generally as follows:
- a. IEUA will notify Watermaster at least one month in advance as to when and for what duration any of the Facilities will be available for recharge of Supplemental Water subject only to unexpected storm flows.

- b. Watermaster will notify IEUA at least two weeks in advance as to the total volume of Supplemental Water that Watermaster would like to recharge.
- c. IEUA will use its best efforts to recharge the full amount of Supplemental Water that Watermaster would like to recharge, subject to the priorities set forth in Agreement.
- d. IEUA, after due reasonable notification of Watermaster, may interrupt diversions of Supplemental Water to the Facilities in order to accommodate inspection, maintenance or construction functions or in order to capture storm flows for recharge.