



CHINO BASIN WATER CONSERVATION DISTRICT
REGULAR BOARD MEETING **AMENDED** AGENDA

AMENDED ATTACHMENTS TO ITEM 9

MONDAY, MAY 13, 2024, AT 2:00 P.M.

BOARD ROOM
4594 SAN BERNARDINO STREET
MONTCLAIR, CA 91763

OUR MISSION

Protecting and replenishing our regional groundwater supply since 1949.

BOARD OF DIRECTORS

Mark Ligtenberg, President

Kati Parker, Vice President

Gil Aldaco, Treasurer

Teri Layton, Director

Amanda Coker, Director

Hanif Gulmahamad, Director

Ryan Sonnenberg, Director

GENERAL MANAGER

Elizabeth Willis

LEGAL COUNSEL

Lee McElhaney

NOTICES

PUBLIC COMMENTS: Those interested in participating during the Public Comment period or public testimony period for Public Hearings of the Board meetings, may do so in person the day of the meeting, or by contacting Brandon Yoshida, Board Clerk, via email at byoshida@cbwcd.org at least two hours prior to the start of the meeting. Speakers will be required to sign in and each person's name will be called in the order received.

AMERICANS WITH DISABILITIES ACT: 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 office at (909) 626-2711 at least 72 hours prior to the advertised starting time of the meeting.

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at District's website at: <https://cbwcd.org/agendas/>.

INVOCATION

CALL TO ORDER AND FLAG SALUTE

ROLL CALL

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

REGONITION OF MUNICIPAL CLERKS WEEK – MAY 5 THROUGH MAY 11, 2024

PUBLIC COMMUNICATIONS

This is the time and place for the general public to address the Board of Directors. Due to Brown Act requirements, action will not be taken on any issues not on the Agenda; however, the Board of Directors 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 Board.

CONSENT CALENDAR

At this time, members of the public may present testimony as to why an item should be removed from the Consent Calendar for separate discussion. Unless a member of the public or a Director request that an item be removed from the Consent Calendar, all items will be acted upon as a whole and approved in a single motion and vote. Items removed from the Consent Calendar will be acted upon separately.

1. APPROVE MEETING MINUTES: REGULAR BOARD MEETING OF APRIL 8, 2024, FINANCE COMMITTEE MEETING OF APRIL 24, 2024, AND THE PERSONNEL COMMITTEE MEETING OF MAY 6, 2024

Recommendation: It is recommended that the Board of Directors:

1. Approve Meeting Minutes: Regular Board Meeting of April 8, 2024, Finance Committee Meeting of April 24, 2024, and the Personnel Committee Meeting of May 6, 2024.

2. APPROVE 1234 DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT

Recommendation: It is recommended that the Board of Directors:

1. Approve the Director Travel, Training, and Meeting Report, reflecting business-related expenses incurred by the District.

3. APPROVE 1234 DIRECTOR COMPENSATION & REIMBURSEMENT REPORT

Recommendation: It is recommended that the Board of Directors:

1. Approve the Compensation and Reimbursement Report.

4. FINANCIAL REPORTS FOR MARCH 2024

Recommendation: It is recommended that the Board of Directors:

1. Approve the financial reports for March 2024.

5. FISCAL YEAR 23-24 SECOND QUARTER (Q3) FINANCIAL REPORT

Recommendation: It is recommended that the Board of Directors:

1. Approve the Fiscal Year 23-24 Third Quarter (Q3) Financial Report.

6. SECOND READING AND ADOPTION OF ORDINANCE NO. 2024-01, AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT, ADOPTING A POLICY PROHIBITING CAMPING ON DISTRICT OWNED PROPERTIES

Recommendation: It is recommended that the Board of Directors:

1. Waive further reading and adopt Ordinance No. 2024-01, an Ordinance of the Board of Directors of the Chino Basin Water Conservation District, adopting a policy prohibiting camping on District owned properties.

7. APPROVE DIRECTOR ATTENDANCE AT THE CALIFORNIA SPECIAL DISTRICT ASSOCIATION (CSDA) ANNUAL CONFERENCE, LEADERSHIP ACADEMY, AND ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) ANNUAL CONFERENCE

Recommendation: It is recommended that the Board of Directors:

1. Approve Director attendance for the CSDA Annual Conference, Leadership Academy, and ACWA Annual Conference.

DISCUSSION ITEMS

8. FISCAL YEAR 2024–2025 PRELIMINARY BUDGET, CLASSIFICATION AND COMPENSATION SCHEDULE, MASTER SALARY CHART, AND CHANGES TO THE CONSERVATION SPECIALIST II JOB DESCRIPTION

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, provide and feedback on the Fiscal Year 2024–2025 Preliminary Budget, Classification and Compensation Schedule, and Master Salary Chart, and approve the updated job descriptions for Conservation Specialist I/II, effective July 1, 2024.

9. APPROVE UPDATED DISTRICT POLICY NOS. 13, 22, 29, 47, AND PROPOSED POLICY NO. 63

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, and approve the updates to District Policy Nos. 13, 22, 29, 47, and proposed Policy No. 63, subject to legal review, to be effective May 13, 2024; and,
2. Direct staff to update the District’s Policy and Procedures Manual.

10. APPROVE ISSUING A REQUEST FOR PROPOSALS (RFP NO. 2024-01) FOR GRANT WRITING SERVICES

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, provide feedback, and approve issuing the Request for Proposals for Grant Writing Services (RFP No. 2024-01).

11. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH KDBA, LLC. FOR INTERPRETIVE SIGNAGE AND EXHIBITORY CONCEPT DESIGN SERVICES

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, provide feedback, and approve Amendment No. 2 to the Professional Services Agreement with KDBA, LLC. (KDBA), effective May 13, 2024.

INFORMATIONAL ITEMS

12. THIRD QUARTER CORRESPONDENCE REPORT: JANUARY – MARCH 2024

13. THIRD QUARTER METRICS REPORT: JANUARY – MARCH 2024

14. THIRD QUARTER CONSERVATION PROGRAMS REPORT: JANUARY – MARCH 2024

DIRECTOR ORAL REPORTS: This is the time and place for the Board of Directors to report on any items of interest. Upon request by an individual Director, the Board may choose to take action on any of the subject matters listed below.

- President Ligtenberg
- Vice President Parker
- Treasurer Aldaco
- Director Layton
- Director Coker

- Director Gulmahamad
- Director Sonnenberg

STAFF ORAL REPORTS

- General Manager/Secretary Report
- Legal Counsel Report

CLOSED SESSION

Legal Counsel shall provide a briefing on the item listed for Closed Session as follows:

16. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
KAISER FOUNDATION HEALTH PLAN, INC., et al. vs. CHINO BASIN WATER CONSERVATION DISTRICT; and DOES 1 through 10, inclusive
San Bernardino Superior Court Case No.: CIVDS 1933655

17. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6
Agency Designated Representative: Elizabeth Willis, General Manager
Unrepresented Employees

18. PUBLIC EMPLOYEE PERFORMANCE REVIEW

Government Code Section 54957
Title: General Manager

ADJOURNMENT

The Board of Directors will adjourn to the next **Regular Board Meeting of the Chino Basin Water Conservation District on Monday, June 10, 2024, at 2:00 p.m.**

I, Brandon Yoshida, Board Clerk of the Chino Basin Water Conservation District, do hereby certify that a copy of this agenda has been posted at the District Headquarters, located at 4594 San Bernardino Street, Montclair, CA 91763 and on the District's website by 2:00 p.m. on May 10, 2024.

Brandon Yoshida

Brandon Yoshida, Board Clerk



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CHINO BASIN

**Water
Conservation
District**

ITEM NO. 1

APPROVE MEETING MINUTES: REGULAR BOARD MEETING OF APRIL 8, 2024, FINANCE COMMITTEE MEETING OF APRIL 24, 2024, AND THE PERSONNEL COMMITTEE MEETING OF MAY 6, 2024.



**CHINO BASIN WATER CONSERVATION DISTRICT
REGULAR BOARD MEETING MINUTES**

MONDAY, APRIL 8, 2024, AT 2:00 P.M.

**BOARD ROOM
4594 SAN BERNARDINO STREET
MONTCLAIR, CA 91763**

OUR MISSION

Protecting and replenishing our regional groundwater supply since 1949.

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Gil Aldaco, Treasurer

Teri Layton, Director

Amanda Coker, Director

Hanif Gulmahamad, Director

Ryan Sonnenberg, Director

GENERAL MANAGER

Elizabeth Willis

LEGAL COUNSEL

Lee McElhaney

INVOCATION

President Ligtenberg led the invocation.

CALL TO ORDER AND FLAG SALUTE

President Ligtenberg called the meeting to order at 2:02 p.m. and led the flag salute.

ROLL CALL

President Mark Ligtenberg, Vice President Kati Parker, Treasurer Gilbert Aldaco, and Director Ryan Sonnenberg were present.

Directors Teri Layton, Amanda Coker, and Hanif Gulmahamad were absent.

General Manager Elizabeth Willis, Administrative Services Manager Alicia Fernandez, Board Clerk Brandon Yoshida, and Legal Counsel Lee McElhaney were present.

ADDITIONS OR CHANGES TO THE AGENDA

General Manager Willis confirmed there were no additions or changes to the agenda.

PUBLIC COMMUNICATIONS

President Ligtenberg opened the Public Comment Period. Board Clerk Yoshida confirmed there were no public comments.

Director Gulmahamad arrived at 2:04 p.m.

CONSENT CALENDAR

Motion by Vice President Parker, second by Treasurer Aldaco, carried 5-0, to approve the consent calendar. Director Layton and Director Coker were absent.

1. APPROVE MEETING MINUTES: REGULAR BOARD MEETING OF MARCH 11, 2024; AND PERSONNEL COMMITTEE MEETING OF MARCH 27, 2024

Recommendation: It is recommended that the Board of Directors:

1. Approve Meeting Minutes: Regular Board Meeting of March 11, 2024; and Personnel Committee Meeting of March 27, 2024.

2. APPROVE 1234 DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT

Recommendation: It is recommended that the Board of Directors:

1. Approve the Director Travel, Training, and Meeting Report, reflecting business-related expenses incurred by the District.

3. APPROVE 1234 DIRECTOR COMPENSATION & REIMBURSEMENT REPORT

Recommendation: It is recommended that the Board of Directors:

1. Approve the Compensation and Reimbursement Report.

4. FINANCIAL REPORTS FOR FEBRUARY 2024

Recommendation: It is recommended that the Board of Directors:

1. Approve the financial reports for February 2024.

5. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2024-01, AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT, ADOPTING A POLICY PROHIBITING CAMPING ON DISTRICT OWNED PROPERTIES

Recommendation: It is recommended that the Board of Directors:

1. Introduce and conduct first reading, by title only, Ordinance No. 2024-01, an Ordinance of the Board of Directors of the Chino Basin Water Conservation District, adopting a policy prohibiting camping on District owned properties.

DISCUSSION ITEMS

Director Gulmahamad left the Dias at 2:05 p.m.

6. APPROVE UPDATED DISTRICT POLICY NO. 48 – CELL PHONE USAGE AND STIPEND

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, and approve District Policy No. 48 – Cell Phone Usage and Stipend, effective April 8, 2024; and,
2. Direct staff to update the District's Policy and Procedures Manual.

General Manager Willis introduced Item 6, and Administrative Services Manager Fernandez provided the presentation. Ms. Fernandez provided a summary of the report and the purpose of the cell phone usage and stipend policy. She noted that the updates and changes to Policy No. 48 will bring the District up to date with best business practices.

Motion by Treasurer Aldaco, second by Director Sonnenberg, carried 4-0, to approve District Policy No. 48 – Cell Phone Usage and Stipend. Directors Layton, Coker, and Gulmahamad were absent.

Director Gulmahamad returned to the Dias at 2:07 p.m.

7. APPROVE UPDATED DISTRICT POLICY NOS. 30, 30-2 – 30-6, 38, AND 39

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, and approve District Policy Nos. 30, 30-2 – 30-6, 38, and 39, effective April 8, 2024; and,
2. Direct staff to update the District's Policy and Procedures Manual.

General Manager Willis introduced Item 7, and Administrative Services Manager Fernandez provided the presentation. Ms. Fernandez provided a summary of the report, outlining the notable changes to each policy within the staff report. She noted that many of the policies were initially combined into Policy No. 30-2, which was outdated. To enhance consistency, staff assigned each section its own policy number to facilitate organization and updates as necessary. Ms. Fernandez also highlighted that these policies were updated to align with best business practices.

Motion by Treasurer Aldaco, second by Director Sonnenberg, carried 5-0, to approve District Policy Nos. 30, 30-2 – 30-6, 38, and 39. Director Layton and Director Coker were absent.

8. APPROVE THE RETROACTIVE PAY TO ADMINISTRATIVE ASSISTANT II POSITION FOR DUTIES PERFORMED OUTSIDE OF CLASSIFICATION

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, and approve the retroactive pay "Option A" for the Administrative Assistant II position for duties performed outside of classification, effective April 8, 2024, as recommended by the Personnel Committee.

General Manager Willis presented Item 8. Ms. Willis provided a summary of the staff report and the results of the Personnel Committee meeting where the item was previously discussed.

Motion by Vice President Parker, second by Director Sonnenberg, carried 5-0, to approve the retroactive pay "Option A" for the Administrative Assistant II position for duties performed outside of classification. Director Layton and Director Coker were absent.

9. ELECTION MARKETING PLAN FOR THE NOVEMBER 2024 GENERAL ELECTION

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, and provide feedback on the election marketing plan for the November 2024 General Election.

Board Clerk Yoshida presented Item 9. Mr. Yoshida provided a summary of the staff report, outlining the purpose of the election marketing plan for the November 2024 General Election. Mr. Yoshida highlighted the target dates for initiating election advertising, the sample election flyer proposed for marketing, and reviewed election marketing plans from comparable special districts.

Vice President Parker voiced support for the necessity of an election marketing plan and emphasized the importance of advertising the District during the upcoming election. President Ligtenberg also expressed support for the election marketing plan, acknowledging the significance of advertising the forthcoming election while suggesting that the District should seek to minimize monetary costs associated with advertising.

Treasurer Aldaco recognized the necessity of advertising the election and concurred with the importance of controlling expenses related to election advertising. Director Sonnenberg echoed agreement with the necessity of advertising the election.

Director Gulmahamad stated the importance of impartial election advertising while emphasizing the need to minimize budgetary impact. Additionally, Gulmahamad suggested that constituents should take the initiative to seek election information independently. Director Gulmahamad inquired regarding the costs of physical newspaper advertisements. Board Clerk Yoshida provided estimated costs per newspaper advertisement, and General Manager Willis stressed the importance of advertising beyond the minimum requirement and in multiple newspapers. Director Gulmahamad agreed with the outlined election marketing plan but requested progress be brought back to the Board of Directors when all members are present. Ms. Willis indicated that staff would present a progress update on election advertising efforts at the Regular Board of Directors meeting in June.

10. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 2024-02 TO 19SIX ARCHITECTS IN THE AMOUNT OF \$124,900, FOR THE DESIGN AND ENGINEERING ENHACEMENTS TO THE DISTRICT OUTDOOR AMPHITHEATER

Recommendation: It is recommended that the Board of Directors:

1. Review, discuss, and approve the awarding of a professional services agreement to 19Six Architects in the amount of \$124,900, for the design and engineering enhancements to the District Outdoor Amphitheater.

General Manager Willis introduced Item 10, and Administrative Services Manager Fernandez provided the presentation. Ms. Fernandez offered a summary of the report, explaining why the District selected 19Six Architects as the most responsive bidder. She elaborated on the Request for Proposals (RFP) process, noting that 19Six Architects was the most responsive bidder, addressing every section of the bid proposal. Ms. Fernandez contrasted this with other bidders who partially responded to the RFP.

Director Gulmahamad raised concerns about the cost disparities between the interviewed bidders and questioned why 19Six Architects was chosen despite higher costs. Ms. Fernandez explained the RFP process and highlighted how 19Six Architects provided comprehensive responses to all sections, unlike other bidders. She noted how they also provide services such as construction management which would assist with reducing costs when the project does begin.

Vice President Parker inquired about the estimated construction costs of the project. Ms. Willis mentioned that construction costs may fall within the range of \$500,000. Ms. Parker suggested exploring grant funding opportunities to assist in funding the construction of the project. Ms. Willis noted that 19Six Architects could assist in securing grant funding for construction, with an amendment to the contract to include these services.

Vice President Parker also suggested reviewing the shade cover for the outdoor amphitheater to ensure adaptability to different weather conditions. General Manager Willis confirmed that staff would discuss this with 19Six Architects.

Treasurer Aldaco asked about safety measures during construction and identification of utility lines. General Manager Willis assured that safety measures and utility mapping would be reviewed before construction. Treasurer Aldaco also emphasized the need for futureproofing the structure for potential audio equipment installation. Ms. Willis agreed and noted the suggestion to be reviewed with 19Six Architects.

Motion by Treasurer Aldaco, seconded by Director Sonnenberg, carried 5-0, to approve awarding a professional services agreement to 19Six Architects in the amount of \$124,900 for designing and engineering enhancements to the District's Outdoor Amphitheater. Directors Layton and Director Coker were absent.

INFORMATIONAL ITEMS

11. STATE WATER ALLOCATION INFORMATIONAL UPDATES

There was no report on Item 11.

DIRECTOR ORAL REPORTS:

President Ligtenberg, Vice President Parker, Treasurer Aldaco, Director Gulmahamad, and Director Sonnenberg all gave brief reports regarding their meetings attended in the month of March.

STAFF ORAL REPORTS

General Manager Willis provided a brief report regarding the District's past and upcoming events.

CLOSED SESSION

President Ligtenberg recessed the Regular Board of Directors Meeting into Closed Session at 3:23 p.m.

12. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
KAISER FOUNDATION HEALTH PLAN, INC., et al. vs. CHINO BASIN WATER CONSERVATION DISTRICT; and DOES 1 through 10, inclusive
San Bernardino Superior Court Case No.: CIVDS 1933655

13. PUBLIC EMPLOYEE PERFORMANCE REVIEW

Government Code Section 54957
Title: General Manager

14. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Government Code Section 54956.9(d)(1)
Significant Exposure to Litigation
Number of Cases: 1

President Ligtenberg reconvened the Regular Board of Directors Meeting at 4:13 p.m. Legal Counsel stated no reportable action from Closed Session.

ADJOURNMENT

President Ligtenberg adjourned the Regular Board of Directors Meeting at 4:13 p.m. to the next Regular Board of Directors Meeting of the Chino Basin Water Conservation District, scheduled for Monday, May 13, 2024, at 2:00 p.m.

APPROVED AND ADOPTED THIS 13TH DAY OF MAY 2024.

Elizabeth Willis, General Manager

ATTEST:

Brandon Yoshida, Board Clerk



**CHINO BASIN WATER CONSERVATION DISTRICT
FINANCE COMMITTEE MEETING MINUTES**

WEDNESDAY, APRIL 24, 2024, AT 11:00 A.M.

**CONFERENCE ROOM
4594 SAN BERNARDINO STREET
MONTCLAIR, CA 91763**

COMMITTEE MEMBERS

**Gil Aldaco, Director
Mark Ligtenberg, Director
Hanif Gulmahamad, Director**

GENERAL MANAGER

Elizabeth Willis

LEGAL COUNSEL

Lee McElhaney

CALL TO ORDER

Committee Chair Aldaco called the meeting to order at 11:00 a.m.

ROLL CALL

Committee Chair/Treasurer Gilbert Aldaco, President Mark Ligtenberg, and Director Hanif Gulmahamad were present.

General Manager Elizabeth Willis (Virtual), Administrative Services Manager Alicia Fernandez, Board Clerk Brandon Yoshida, and Kristi Even (Virtual) with Eide Bailly were present.

ADDITIONS OR CHANGES TO THE AGENDA

General Manager Willis noted for the record that an updated Classification & Compensation schedule was provided to the Committee and will be attached to the staff report when the item goes before the Board of Directors.

PUBLIC COMMUNICATIONS

No public comments.

DISCUSSION ITEMS

1. FISCAL YEAR 2024 – 2025 COST OF LIVING ADJUSTMENT (COLA)

Recommendation: It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend for Board of Directors approval the implementation of a COLA for all permanent personnel, effective January 1, 2025.

General Manager Willis presented Item 1. Ms. Willis provided a brief overview of the Cost of Living Adjustment to be implemented into the fiscal year 2024 – 2025 budget. Administrative Services Manager Alicia Fernandez noted the updated classification and compensation schedule for the record and to provide clarity on the updates.

Motion by President Ligtenberg, second by Director Gulmahamad, carried 3-0, to recommend for Board of Directors approval on the implementation of a COLA for all permanent personnel, effective January 1, 2025.

2. FISCAL YEAR 2024 – 2025 PRELIMINARY BUDGET

Recommendation: It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend for Board of Directors approval on the Fiscal Year 2024 – 2025 Preliminary Budget, Classification and Compensation Schedule, and Master Salary Chart.

General Manager Willis presented Item 2. Ms. Willis provided an overview of the fiscal year 2024 – 2025 preliminary budget and highlighted specific areas where the budget increased or decreased. Ms. Willis also provided clarification on several line items within the budget, giving greater transparency on the costs associated with projects happening within the 2024 – 2025 fiscal year. Ms. Willis and Kristi Even, Finance Consultant with Eide Bailly, also stated that the full classification and compensation study was accidentally omitted in the preliminary budget and recommended to the Finance Committee that the recommendation be amended to include the study, with the budgeted amounts to be included in the staff report when the item goes before the Board of Directors.

Motion by Director Gulmahamad, second by President Ligtenberg, carried 3-0, to recommend for Board of Directors approval on the fiscal year 2024 – 2025 preliminary budget, classification and compensation schedule, and master salary chart, with the amendment to include the classification and compensation study within the preliminary budget.

Director Gulmahamad left the Conference Room at 11:40 a.m.

ADJOURNMENT

Committee Chair/Treasurer Aldaco adjourned the Finance Committee Meeting at 11:42 a.m. to the next Regular Board Meeting of the Chino Basin Water Conservation District on Monday, May 13, 2024, at 2:00 p.m.



**CHINO BASIN WATER CONSERVATION DISTRICT
PERSONNEL COMMITTEE MEETING MINUTES**

MONDAY, MAY 6, 2024, AT 11:00 A.M.

**CONFERENCE ROOM
4594 SAN BERNARDINO STREET
MONTCLAIR, CA 91763**

COMMITTEE MEMBERS

**Ryan Sonnenberg, Director
Kati Parker, Director
Gil Aldaco, Director**

GENERAL MANAGER

Elizabeth Willis

LEGAL COUNSEL

Lee McElhaney

CALL TO ORDER

Committee Chair Sonnenberg called the meeting to order at 11:03 a.m.

ROLL CALL

Committee Chair/Director Ryan Sonnenberg and Treasurer Gilbert Aldaco were present. Vice President Kati Parker was absent.

General Manager Elizabeth Willis, Administrative Services Manager Alicia Fernandez, and Board Clerk Brandon Yoshida were present.

ADDITIONS OR CHANGES TO THE AGENDA

General Manager Willis confirmed there were no additions or changes to the agenda.

PUBLIC COMMUNICATIONS

Committee Chair Sonnenberg opened the Public Comment Period. No comments were given.

DISCUSSION ITEMS

1. FISCAL YEAR 2024 – 2025 COST OF LIVING ADJUSTMENT (COLA)

Recommendation: It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend the Board of Directors approve the implementation of a COLA for all permanent personnel, effective January 1, 2025.

General Manager Willis presented Item 1. Ms. Willis provided a summary of the staff report and the method by which the proposed COLA is calculated.

Motion by Treasurer Aldaco, second by Director Sonnenberg, carried 2-0-1 (Vice President Parker absent), to recommend the Board of Directors approve the implementation of a COLA for all permanent personnel, effective January 1, 2025.

2. FISCAL YEAR 2024 – 2025 CLASSIFICATION AND COMPENSATION SCHEDULE AND MASTER SALARY CHART

Recommendation: It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend the Board of Directors approve the Fiscal Year 2024 – 2025 Classification and Compensation Schedule and Master Salary Chart.

General Manager Willis presented Item 2. Ms. Willis provided a summary of the staff report, the details regarding staffing levels for Fiscal Year 2024 – 2025, and the updated salary charts.

Motion by Treasurer Aldaco, second by Director Sonnenberg, carried 2-0-1 (Vice President Parker absent), to recommend the Board of Directors approve the Fiscal Year 2024 – 2025 Classification and Compensation Schedule and Master Salary Chart.

3. REVIEW UPDATES TO THE DISTRICT’S POLICY AND PROCEDURES MANUAL RELATED TO POLICY NOS. 13, 22, 25-1, 29, 47, AND PROPOSED POLICY NO. 63

Recommendation: It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend the Board of Directors approve the proposed updates to the District’s Policy and Procedures Manual, effective May 13, 2024.

General Manager Willis introduced Item 3 and Administrative Services Director Fernandez provided a summary of the staff report. Ms. Fernandez provided an overview of the proposed policy changes, including the newly proposed Policy No. 63.

Treasurer Aldaco recommended various administrative corrections to Item 13. Treasurer Aldaco also questioned the necessity of the proposed stipend for the Facilities & Operations Manager found in Item 13. Mr. Aldaco noted that tracking mileage is a routine task among numerous government agencies and suggested simplifying it using a fillable form such as a trip tracker or mileage tracker sheet. Mr. Aldaco expressed his desire for the District to avoid providing a stipend to one manager while neglecting others.

The Personnel Committee supported the 15% - 20% gratuity or tips rate for services, such as car shuttling, dinners, and entertainment expenses. The Committee also suggested reducing the expense reimbursement reporting period from 30 days to 10 days.

Regarding Item 22, Treasurer Aldaco recommended various administrative corrections and emphasized the need for the policy to incorporate procedures for routine daily inspections on District vehicles.

Treasurer Aldaco raised questions about Policy No. 25-1 and its definition of "at-will." The Personnel Committee voiced concerns about due process for District employees and requested Legal Counsel to review Policy No. 25-1 and present it at a future Personnel Committee Meeting. General Manager Willis concurred with the request.

Motion by Treasurer Aldaco, second by Director Sonnenberg, carried 2-0-1 (Vice President Parker absent), to recommend the Board of Directors approve the updates to the District's Policy and Procedures Manual related to Policy Nos. 13, 22, 29, 47, and Proposed Policy No. 63, as amended to include the various changes from the Personnel Committee, and to bring Policy 25-1 back at a future Personnel Committee meeting for further review and discussion.

Ms. Fernandez inquired whether to strike the stipend for the Facilities & Operations Manager or leave it in the policy for the Board of Directors to discuss and decide. The Personnel Committee confirmed that the Board of Directors can decide whether to remove the Facilities & Operations Manager stipend from the policy or retain the language.

ORAL REPORTS

Director Sonnenberg left the Conference Room at 12:10 p.m.

Director Sonnenberg returned to the Conference Room at 12:11 p.m.

Committee Chair Sonnenberg asked for any oral reports. There were no oral reports and no suggestions in the Board of Directors suggestion box.

ADJOURNMENT

Committee Chair Sonnenberg adjourned the Personnel Committee Meeting at 12:12 p.m. to the next Regular Board Meeting of the Chino Basin Water Conservation District on Monday, May 13, 2024, at 2:00 p.m.

APPROVED AND ADOPTED THIS 13TH DAY OF MAY 2024.

Elizabeth Willis, General Manager

ATTEST:

Brandon Yoshida, Board Clerk



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STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: May 13, 2024
FROM: Elizabeth Willis, General Manager
BY: Alicia Fernandez, Administrative Services Manager
SUBJECT: **AB 1234 – DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT**

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Director Travel, Training, and Meeting Report, reflecting business-related expenses incurred by the District.

BACKGROUND

In accordance with Assembly Bill 1234 (AB 1234), effective January 1, 2006, members of the Board of Directors are required to provide a brief report on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

DISCUSSION/ANALYSIS

In response to AB 1234, a Board of Director Travel, Training, and Meeting Report has been created and is placed on the Board Agenda Consent Calendar monthly. It provides the required brief report on meetings that Board members attended for the month.

DATE	EVENT	BOARD MEMBER
4/8/2024	Regular Board of Directors Meeting	President Ligtenberg, Vice President Parker, Treasurer Aldaco, Directors Sonnenberg, & Gulmahamad
4/24/2024	CBWCD Finance Committee Meeting	President Ligtenberg, Treasurer Aldaco, & Director Gulmahamad

FISCAL IMPACT

None. Anticipated Director attendance and associated expenses are included in the Fiscal Year Budget.

ATTACHMENT(S):

None

STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: May 13, 2024

FROM: Elizabeth Willis, General Manager

BY: Alicia Fernandez, Administrative Services Manager

SUBJECT: AB 1234 – DIRECTOR COMPENSATION AND REIMBURSEMENT REPORT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Compensation and Reimbursement Report.

BACKGROUND

Per Policy 47, dated November 9, 2020, “Board Member Compensation, Reimbursement, and Ethics Training”, Exhibit A, Category C reflects the following:

CATEGORY C – Meetings at Partner Organizations

At the beginning of each Fiscal Year, Board Members will vote on assignments for attendance at meetings of each organization listed below to ensure broad, diverse, and consistent District representation at such events. A primary and alternate will be chosen. If the primary and alternate members designated are both unable to attend, another member may be later designated for this purpose. At events considered to be of particular importance, multiple directors may be authorized to attend. Compensation and reimbursement for attendance at Category C meetings may be approved post-attendance on the Board’s consent calendar.

- a. Association of California Water Agencies (ACWA)
- b. Association of San Bernardino County Special Districts (ASBCSD)
- c. California Groundwater Coalition (CGD)
- d. California Special Districts Association (CSDA)
- e. Cal Trust
- f. Chino Basin Watermaster
- g. Cucamonga Valley Water District (CVWD)
- h. Groundwater Recharge Coordinating Committee (GRCC)
- i. Inland Empire Utilities Agency (IEUA)
- j. Joint Powers Authority (JPIA)

BOARD OF DIRECTORS REGULAR MEETING: MAY 13, 2024

Page 2 of 2

- k. LAIF
- l. Local Agency Formation Commission (LAFCO)
- m. Metropolitan Water District (MWD)
- n. Monte Vista Water District
- o. Southern California Water Committee (SCWC)
- p. Southern California Storm Water Taskforce
- q. Southern California Recycled Water Taskforce
- r. Urban Water Institute (UWI)
- s. Water Education Foundation (WEF)

Please refer to Policy No. 47 for further information.

DISCUSSION/ANALYSIS

Below is a list of events attended by specified Board Members:

DATE	EVENT	BOARD MEMBER
4/12/2024	ACWA Region 9 IEUA Tour	Treasurer Aldaco & Director Gulmahamad
4/15/2024	ASBCSD Monthly Meeting	Vice President Parker & Treasurer Aldaco
4/18/2024	Ontario Museum Accreditation Celebration	Director Coker
4/19/2024	SCWC April Luncheon	Vice President Parker & Treasurer Aldaco
4/25/2024	SCWC Stormwater Taskforce Meeting	Treasurer Aldaco

FISCAL IMPACT

None. Anticipated Director attendance and associated expenses are included in the Fiscal Year 2023-2024 budget.

ATTACHMENT(S):

None



ITEM NO. 4

FINANCIAL REPORTS FOR MARCH 2024

CHINO BASIN WATER CONSERVATION DISTRICT

FINANCIAL REPORTS

March 2024

- 1. Income & Expense Report**
- 2. Balance Sheet**
- 3. General Checking & Petty Cash Checking**
- 4. Credit Expense Checks Breakdown (Cal Card)**
- 5. Payroll Reports**
- 6. Expense Reimbursement Reports**

Chino Basin Water Conservation District Income & Expense Report July 2023 through March 2024

	Jul '23 - Mar 24	Budget	% of Budget
Income			
46000 · Gain/Loss - Pension Trust	3,282.00		
40000 · Property Tax & Assessment Rev			
40100 · Current Yr Tax Revenue	1,976,570.78	2,722,000.00	72.6%
40200 · Current Yr Supplemental Tax Rev	41,378.54	54,000.00	76.6%
40300 · Prior Yr Tax Revenue	52,440.73	70,000.00	74.9%
40400 · Homeowner's Prop Tax Relief	8,892.40	19,000.00	46.8%
40500 · RDA Pass-Thru from Cities	918,920.38	1,300,000.00	70.7%
Total 40000 · Property Tax & Assessment Rev	2,998,202.83	4,165,000.00	72.0%
41000 · Interest Income	294,848.01	351,200.00	84.0%
42000 · Contributions/Sponsorships	4,500.00	4,500.00	100.0%
44000 · Grant Income			
44200 · Non-Govt Grant Income	640.00	700.00	91.4%
Total 44000 · Grant Income	640.00	700.00	91.4%
45000 · Capital Gain/Loss			
45100 · CalTRUST Investment Earnings	48,819.10	48,800.00	100.0%
45110 · CalTRUST unrealized gain/loss	9,735.18		
Total 45000 · Capital Gain/Loss	58,554.28	48,800.00	120.0%
48000 · FMV Investment Accounts			
48200 · CLASS FMV Investment	-1,455.86		
48100 · LAIF FMV Investment	112,742.03		
Total 48000 · FMV Investment Accounts	111,286.17		
49000 · Miscellaneous Income			
49100 · Agreement Income	1,724.00	3,000.00	57.5%
49200 · Cal Card Incentive	2,081.94	2,500.00	83.3%
49500 · Lease Revenue	9,000.00	12,000.00	75.0%
49900 · Misc Income	2,494.45	2,000.00	124.7%
Total 49000 · Miscellaneous Income	15,300.39	19,500.00	78.5%
Total Income	3,486,613.68	4,589,700.00	76.0%
Gross Profit	3,486,613.68	4,589,700.00	76.0%

Chino Basin Water Conservation District Income & Expense Report July 2023 through March 2024

Expense	Jul '23 - Mar 24	Budget	% of Budget
50000 · Payroll Expenses			
50100 · Wages			
50110 · Directors Wages	43,175.00	56,000.00	77.1%
50120 · Salary Employee Wages	488,691.77	645,300.00	75.7%
50130 · Hourly Employee Wages	591,022.51	859,900.00	68.7%
50140 · Intern Wages	42,836.06	72,000.00	59.5%
Total 50100 · Wages	1,165,725.34	1,633,200.00	71.4%
50200 · Payroll taxes	90,883.15	127,700.00	71.2%
50300 · Employee Benefits			
50310 · Med/Dent/Vision/Life/Dis. Ins	213,573.34	277,500.00	77.0%
50311 · Employee Paid Premiums	-3,986.50	-4,900.00	81.4%
50312 · Emp Benefits - Healthy Living	374.39	600.00	62.4%
50313 · EAP - Employee Assist. Program	324.88	600.00	54.1%
50321 · Classic - ER Paid Member Contr.	9,992.43	13,200.00	75.7%
50322 · Classic-Employer Contribution	15,312.18	20,100.00	76.2%
50325 · PEPPRA-Employer Contribution	67,268.41	97,300.00	69.1%
50326 · CalPERS Pension Reserve Trust	0.00	0.00	0.0%
50328 · Unfunded PERS payment	41,286.00	41,300.00	100.0%
Total 50300 · Employee Benefits	344,145.13	445,700.00	77.2%
50400 · Payroll processing fees	9,240.00	14,100.00	65.5%
Total 50000 · Payroll Expenses	1,609,993.62	2,220,700.00	72.5%
51000 · Administration Expenses			
51100 · Accounting Fees	75,132.15	90,000.00	83.5%
51125 · Administrative Support	13,793.24	10,000.00	137.9%
51150 · Banking Fees	270.00	400.00	67.5%
51200 · Board of Director's Expenses			
51210 · Conference & Tour Fees	6,328.20	6,000.00	105.5%
51220 · Election Expenses	0.00	0.00	0.0%
51230 · Legal Notices/Director Related	0.00	2,000.00	0.0%
51240 · Meals	2,542.22	3,000.00	84.7%
51250 · Medical & Life Insurance	7,697.20	21,600.00	35.6%
51260 · Mileage	2,585.35	2,500.00	103.4%
51270 · Miscellaneous	1,487.54	5,000.00	29.8%
51280 · Travel & Lodging	3,731.07	6,000.00	62.2%
Total 51200 · Board of Director's Expenses	24,371.58	46,100.00	52.9%
51300 · Consulting Fees	54,110.38	112,500.00	48.1%
51400 · Dues & Subscriptions	21,484.25	43,600.00	49.3%
51500 · Engineering Fees	34,169.16	30,000.00	113.9%
51600 · Legal Fees	60,101.50	90,000.00	66.8%

Chino Basin Water Conservation District Income & Expense Report July 2023 through March 2024

	Jul '23 - Mar 24	Budget	% of Budget
51700 · Office Expenses			
51710 · Office Equipment & Repairs	7,345.20	10,200.00	72.0%
51720 · Computer/Printer Supplies	1,535.89	2,500.00	61.4%
51730 · Maintenance/Janitorial	9,517.10	17,300.00	55.0%
51740 · Miscellaneous	904.99	1,000.00	90.5%
51750 · Postage	537.53	1,300.00	41.3%
51760 · Supplies	5,067.58	7,100.00	71.4%
51765 · Computer/IT Support	40,333.80	47,200.00	85.5%
51770 · Telecommunications	18,602.85	27,500.00	67.6%
51780 · Utilities	24,452.62	39,500.00	61.9%
51785 · Agenda Management Software	0.00	7,000.00	0.0%
Total 51700 · Office Expenses	108,297.56	160,600.00	67.4%
51800 · Meeting Refreshments			
51900 · Staff Expenses	1,919.01	3,000.00	64.0%
51910 · Education	6,618.82	10,000.00	66.2%
51920 · Conference & Tour Fees	5,143.55	10,700.00	48.1%
51930 · Meals	1,978.85	6,600.00	30.0%
51940 · Mileage	1,717.53	4,300.00	39.9%
51950 · Miscellaneous	2,838.50	5,000.00	56.8%
51955 · Recruitment	2,079.78	5,000.00	41.6%
51960 · Travel & Lodging	2,773.64	11,500.00	24.1%
51970 · Uniform Expense	5,910.94	10,700.00	55.2%
Total 51900 · Staff Expenses	29,061.61	63,800.00	45.6%
51990 · Tax Collections Fees	5,081.98	8,200.00	62.0%
Total 51000 · Administration Expenses	427,792.42	658,200.00	65.0%
51999 · Non-Operating General Expenses			
51999-1 · Facilities	355.88	10,000.00	3.6%
51999-2 · Furniture & Equipment	24,111.28	28,000.00	86.1%
Total 51999 · Non-Operating General Expenses	24,467.16	38,000.00	64.4%
53000 · Insurance Expenses			
53100 · Bonding	1,425.00	2,000.00	71.3%
53200 · General Liability	29,182.85	46,400.00	62.9%
53300 · Property	5,080.26	9,600.00	52.9%
53400 · Workers' Comp	17,642.39	36,200.00	48.7%
Total 53000 · Insurance Expenses	53,330.50	94,200.00	56.6%

Chino Basin Water Conservation District Income & Expense Report July 2023 through March 2024

	Jul '23 - Mar 24	Budget	% of Budget
54000 · Operation Expenses			
54150 · Equipment & Vehicles	666.99	3,000.00	22.2%
54160 · Equipment	5,386.95	10,200.00	52.8%
54170 · Fuel	6,894.78	15,000.00	46.0%
54180 · Repairs, Maint & Supplies			
Total 54150 · Equipment & Vehicles	12,948.72	28,200.00	45.9%
54200 · Fence Expenses			
54250 · Hardscape Expenses	5,298.04	45,000.00	11.8%
54300 · Irrigation Expenses	5,064.21	17,200.00	29.4%
54350 · Landscape Maint & Supplies	7,164.39	14,600.00	49.1%
54400 · Miscellaneous	9,065.25	53,000.00	17.1%
54400 · Miscellaneous	409.00	1,500.00	27.3%
54450 · Basin Percolation Maintenance	16,680.00	56,000.00	29.8%
54500 · Pest Control	8,870.55	11,000.00	80.6%
54550 · Signage	9,652.37	4,500.00	214.5%
54600 · Small Tools & Supplies	7,006.78	6,000.00	116.8%
54650 · Structural Maintenance	65,620.25	75,800.00	86.6%
54750 · Trash Cleanup & Disposal	5,848.44	10,000.00	58.5%
54800 · Utilities	5,241.46	12,000.00	43.7%
54850 · Weed Abatement	1,017.19	15,200.00	6.7%
Total 54000 · Operation Expenses	159,886.65	350,000.00	45.7%
55000 · Permits & Fees			
56000 · Public Education/Relations	0.00	500.00	0.0%
56100 · Advertising & Strategic Comm.	22,040.86	64,000.00	34.4%
56200 · Critter Expenses	934.64	3,000.00	31.2%
56300 · District Events			
56330 · Outreach Events	15,881.17	10,500.00	151.2%
56340 · Water Fair	15,824.25	16,000.00	98.9%
56350 · Poster Art Contest	9,074.93	14,200.00	63.9%
56360 · Youth Program Supplies	1,471.75	2,500.00	58.9%
56370 · School Tours	8,938.50	40,000.00	22.3%
56380 · Public Ed/Workshops	8,196.39	16,800.00	48.8%
Total 56300 · District Events	59,386.99	100,000.00	59.4%
56400 · Community Events/Sponsorships			
56500 · Informational Materials	3,136.08	4,600.00	68.2%
56700 · Web Design/Maintenance	9,732.64	25,700.00	37.9%
56400 · Community Events/Sponsorships - Other	2,500.00	2,500.00	100.0%
Total 56400 · Community Events/Sponsorships	15,368.72	32,800.00	46.9%
56600 · Supplies - Give Aways	8,100.65	10,000.00	81.0%
56750 · Lobby Display Rotation - noncap	2,550.13	3,500.00	72.9%
Total 56000 · Public Education/Relations	108,381.99	213,300.00	50.8%

Chino Basin Water Conservation District
Income & Expense Report
 July 2023 through March 2024

	Jul '23 - Mar 24	Budget	% of Budget
57500 · Expense Reimbursables Clearing	-12,007.80		
58000 · Capital Expenses			
58002 · Basin Expenses	23,322.25		
58003 · Lobby Displays	7,119.12		
58000 · Capital Expenses - Other	80,602.51	535,600.00	15.0%
Total 58000 · Capital Expenses	111,043.88	535,600.00	20.7%
Total Expense	2,482,888.42	4,110,500.00	60.4%
Net Income	1,003,725.26	479,200.00	209.5%

Chino Basin Water Conservation District Balance Sheet As of March 31, 2024

Mar 31, 24

ASSETS		
Current Assets		
Checking/Savings		
10000 · Cash Accounts	201,644.13	
10100 · General Checking	1,001.25	
10200 · Petty Cash	7,469,366.80	
10300 · LAIF Investment	-50,829.35	
10310 · LAIF FMV	6,651,140.32	
10320 · CLASS	-1,455.86	
10330 · CLASS FMV	76,911.00	
10600 · Pension Trust		
Total 10000 · Cash Accounts	14,347,778.29	
Total Checking/Savings	14,347,778.29	
Accounts Receivable		
11000 · Accounts Receivable	17,557.73	
Total Accounts Receivable	17,557.73	
Other Current Assets		
13000 · Inventory	563.27	
13100 · Herbicides	969.18	
13200 · Blue Dye		
Total 13000 · Inventory	1,532.45	
14000 · Prepaid Expenses		
14200 · Miscellaneous	80,460.90	
Total 14000 · Prepaid Expenses	80,460.90	
14600 · Deferred Outflows - DOR		
14601 · DOR - Pension Contributions	132,647.00	
14602 · DOR - Pension Related	1,030,355.00	
Total 14600 · Deferred Outflows - DOR	1,163,002.00	
Total Other Current Assets	1,244,995.35	
Total Current Assets	15,610,331.37	
Fixed Assets		
12000 · Construction in Process	16,708.09	

Chino Basin Water Conservation District Balance Sheet As of March 31, 2024

	Mar 31, 24
15000 · Buildings & Fixtures - Net Val	
15100 · Buildings and Fixtures	10,561,571.85
15200 · A/D - Buildings & Fixtures	-2,767,323.67
Total 15000 · Buildings & Fixtures - Net Val	7,794,248.18
16000 · Land Assets	
16000-1 · Land	1,486,121.26
16000-3 · Land - Confluence Project	4,500,000.00
Total 16000 · Land Assets	5,986,121.26
17000 · Office Furn. & Equip. - Net Val	
17100 · Office Furniture & Equipment	158,242.46
17200 · A/D - Office Furniture & Equipm	-52,546.02
Total 17000 · Office Furn. & Equip. - Net Val	105,696.44
18000 · Vehicles & Implements - Net Val	
18100 · Vehicles and Implements	214,767.87
18200 · A/D - Vehicles & Implements	-127,381.91
Total 18000 · Vehicles & Implements - Net Val	87,385.96
19000 · Garden & Hardscape - Net Val	
19100 · Garden & Hardscape	1,546,393.75
19200 · A/D - Garden & Hardscape	-1,241,257.22
Total 19000 · Garden & Hardscape - Net Val	305,136.53
Total Fixed Assets	14,295,296.46
Other Assets	
13500 · Right to Use Assets	
13511 · Lease of Equipment	29,136.17
13512 · Accum. Amortization - Equipment	-3,035.00
Total 13500 · Right to Use Assets	26,101.17
Total Other Assets	26,101.17
TOTAL ASSETS	29,931,729.00
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · General Accounts Payable	20,415.37
Total Accounts Payable	20,415.37

Chino Basin Water Conservation District

Balance Sheet

As of March 31, 2024

Mar 31, 24

Credit Cards		
20600 · CalCard		
20649 · CalCard-B Yoshida	3,652.00	
20648 · CalCard-K Lopez	1,140.56	
20609 · CalCard - J Salcido	649.88	
20610 · CalCard - J Taylor	861.50	
20613 · CalCard - R Sotomayor	648.58	
20619 · CalCard - B Burgess	342.47	
20620 · CalCard - S Kleintrock	933.16	
20626 · CalCard - M Curriel	231.12	
20630 · CalCard - M Dean	3,410.87	
20631 · CalCard - W Mercado	47.91	
20632 · CalCard - E Willis	3,950.83	
20634 · CalCard - D Moreno	206.70	
20637 · CalCard - G Jimenez	115.17	
20642 · CalCard - D Schroeder	1,154.91	
20644 · CalCard - L Holguin	160.87	
20645 · CalCard- J Jones	197.63	
20647 · CalCard- A Quinones	2,422.86	
Total 20600 · CalCard	20,127.02	
Total Credit Cards		20,127.02
Other Current Liabilities		
21000 · Payroll Liabilities		
21500 · Accrued Employee Benefits		
21510 · Vacation Payable	67,774.14	
Total 21500 · Accrued Employee Benefits	67,774.14	
21600 · Accrued Wages	62,525.47	
Total 21000 · Payroll Liabilities	130,299.61	
22000 · Customer Deposits		
22100 · Rental Property - Rent Deposit	1,400.00	
Total 22000 · Customer Deposits	1,400.00	
Total Other Current Liabilities	131,699.61	
Total Current Liabilities	172,242.00	

Chino Basin Water Conservation District Balance Sheet As of March 31, 2024

	Mar 31, 24
Long Term Liabilities	
23500 · Lease Liabilities	6,894.80
23510 · Lease Liability - Equipment(ST)	18,797.91
23511 · Lease Liability - Equipment(LT)	
Total 23500 · Lease Liabilities	25,692.71
29000 · Deferred Inflows- DIR	
29002 · DIR - Pension Related	1,034,252.00
Total 29000 · Deferred Inflows- DIR	1,034,252.00
29001 · Net Pension Liability	819,854.00
Total Long Term Liabilities	1,879,798.71
Total Liabilities	2,052,040.71
Equity	
30001 · Non-Spendable Net Position	
30003 · Prepaids & Inventory	50,249.51
30090 · Investment in Capital Assets	14,295,296.92
Total 30001 · Non-Spendable Net Position	14,345,546.43
30020 · Assigned Net Position	
30012 · Major Structural Failures Resrv	2,350,000.00
30022 · Recharge Improvements Reserve	2,350,000.00
30023 · Pension Liability Reserve	819,854.00
30025 · Compensated Absences Reserve	67,774.14
Total 30020 · Assigned Net Position	5,587,628.14
30026 · Operating Reserves	1,808,150.00
30027 · District Facilities Reserve	300,000.00
31000 · Unassigned Net Position	4,834,638.46
Net Income	1,003,725.26
Total Equity	27,879,688.29
TOTAL LIABILITIES & EQUITY	29,931,729.00

Chino Basin Water Conservation District Monthly General Checking Disbursements

As of March 31, 2024

Type	Date	Num	Name	Memo	Amount
10000 - Cash Accounts					
10100 - General Checking					
Check	03/04/2024			Service Charge	-15.00
Bill Pmt -Check	03/07/2024	21267	ACWA JPJA	Med/Dental/Vision/Life Ins-April	-24,180.60
Bill Pmt -Check	03/07/2024	21268	Animal Pest Management Services, I...	ground squirrel control @ basins	-935.00
Bill Pmt -Check	03/07/2024	21269	Beneficial Ag Services	Green Waste Recycling	-124.32
Bill Pmt -Check	03/07/2024	21270	Brunick, McElhaney & Kennedy	Legal Svcs: Email review - Jan	-200.00
Bill Pmt -Check	03/07/2024	21271	Burrtec Waste Industries, Inc.	trash & green waste srvc-March	-395.36
Bill Pmt -Check	03/07/2024	21272	Cal Card (US Bank)	Statement Ending 02/22/24	-18,774.04
Bill Pmt -Check	03/07/2024	21273	Central Blueprint Service	Visit us flyers for Montclair Place display	-247.83
Bill Pmt -Check	03/07/2024	21274	Cintas Corporation #150		-194.36
Bill Pmt -Check	03/07/2024	21275	CivicPlus (Payment only)	Agenda Management Software Annual Renewal Fee: 2/28/24-2/27/25	-6,477.00
Bill Pmt -Check	03/07/2024	21276	Computer Village	Microsoft 365: Monthly	-596.30
Bill Pmt -Check	03/07/2024	21277	Eide Bailly LLP	215752	-11,086.60
Bill Pmt -Check	03/07/2024	21278	Eide Bailly, LLC Payroll Services		-2,040.00
Bill Pmt -Check	03/07/2024	21279	Frontier	909-293-7578-071118-5	-474.49
Bill Pmt -Check	03/07/2024	21280	McFadden-Dale Ind Hardware	Measuring cups for chemicals	-26.86
Bill Pmt -Check	03/07/2024	21281	Montclair Chamber of Commerce	Feb. Networking Breakfast - Liz Willis	-15.00
Bill Pmt -Check	03/07/2024	21282	Monte Vista Water District	Recycled Garden Irrigation	-129.14
Bill Pmt -Check	03/07/2024	21283	Omone Abu	March Social Media Svcs	-550.00
Bill Pmt -Check	03/07/2024	21284	OMSD - Bussing	Bus Reimbursement: Central Language Academy for FT on 2-15-24	-233.50
Bill Pmt -Check	03/07/2024	21285	Parker, Kati	Spring ACWA Conference Flight Reimbursement - Dir KP	-195.95
Bill Pmt -Check	03/07/2024	21286	SiteOne Landscape Supply Holding, ...		-601.67
Bill Pmt -Check	03/07/2024	21287	Smith Pipe & Supply Inc.	Turf Marker Dye	-969.18
Bill Pmt -Check	03/07/2024	21288	Square Signs LLC dba Front Signs	Remaining Balance - Pin Lettering for ED Bldg	-1,172.55
Bill Pmt -Check	03/07/2024	21289	Uline	Eye saline wash	-101.14
Bill Pmt -Check	03/07/2024	21290	Vanguard Cleaning Systems	Monthly Janitorial Srvc-March	-690.00
Bill Pmt -Check	03/07/2024	21291	Wagner & Bonsignore, CCE		-14,678.21
General Journal	03/09/2024	KE 3.14.24		PPE 3/09/24	-42,610.67
General Journal	03/09/2024	KE 3.14.24		PPE 3/09/24- SDI	-677.06
General Journal	03/09/2024	KE 3.14.24		PPE 3/09/24- ETT	-3.19
General Journal	03/09/2024	KE 3.14.24		PPE 3/09/24- SUI	-47.72
General Journal	03/09/2024	KE 3.14.24		PPE 3/09/24 - FIT	-15,169.11
General Journal	03/09/2024	KE 3.14.24		PPE 3/09/24 - SIT	-2,411.92
General Journal	03/09/2024	KE 3.14.24	CalPERS (Payroll)	CalPERS - PPE 3/09/24	-8,947.53
General Journal	03/09/2024	KE 3.14.24	CalPERS (Payroll)	CalPERS - PPE 3/09/24	-2,169.15
Bill Pmt -Check	03/15/2024	21292	AM-TEC Security	Qrtrly Monitoring-Security,Cameras,Fire 4/1/24-6/30/24	-625.20
Bill Pmt -Check	03/15/2024	21293	ASBCSD	Feb. 26 Membership Mtg - Dir. HG	-42.00
Bill Pmt -Check	03/15/2024	21294	Central Blueprint Service		-1,486.95
Bill Pmt -Check	03/15/2024	21295	Chino Valley Chamber of Commerce	Annual Membership + Contribution	-475.00
Bill Pmt -Check	03/15/2024	21296	Cintas Corporation #150	Uniform Service	-97.18
Bill Pmt -Check	03/15/2024	21297	Fire Point Extinguisher Co., Inc.		-273.66
Bill Pmt -Check	03/15/2024	21298	Montclair Chamber of Commerce	March Networking Breakfast - Liz Willis	-15.00
Bill Pmt -Check	03/15/2024	21299	Monte Vista Water District		-1,033.33
Bill Pmt -Check	03/15/2024	21300	OMSD - Bussing	VOID:	0.00
Bill Pmt -Check	03/15/2024	21301	Theodore Payne Foundation		-6,000.00
Bill Pmt -Check	03/15/2024	21302	Wagner & Bonsignore, CCE		-6,773.65
Bill Pmt -Check	03/15/2024	21303	OMSD - Bussing		-709.95
Bill Pmt -Check	03/18/2024	21304	SCE (Utlilty Payments Only)		-2,175.30
General Journal	03/23/2024	KE 3.28.24		PPE 3/23/24	-51,324.12
General Journal	03/23/2024	KE 3.28.24		PPE 3/23/24	-684.59
General Journal	03/23/2024	KE 3.28.24		PPE 3/23/24	-3.48
General Journal	03/23/2024	KE 3.28.24		PPE 3/23/24	-52.33
General Journal	03/23/2024	KE 3.28.24		PPE 3/23/24	-17,455.60
General Journal	03/23/2024	KE 3.28.24		PPE 3/23/24	-2,531.93
General Journal	03/23/2024	KE 3.28.24	CalPERS (Payroll)	CalPERS - PPE 3/23/24	-9,010.85
General Journal	03/23/2024	KE 3.28.24	CalPERS (Payroll)	CalPERS - PPE 3/23/24	-2,573.31
Bill Pmt -Check	03/28/2024	21305	Beneficial Ag Services	Palm Recycling	-56.00
Bill Pmt -Check	03/28/2024	21306	Billingsley, Sadie	Poster Contest Winner	-100.00
Bill Pmt -Check	03/28/2024	21307	Cintas Corporation #150		-224.60
Bill Pmt -Check	03/28/2024	21308	City of Ontario		-98.41
Bill Pmt -Check	03/28/2024	21309	Computer Village		-2,385.24
Bill Pmt -Check	03/28/2024	21310	Espinoza, Bertha Lizette	Poster Contest Winner	-100.00
Bill Pmt -Check	03/28/2024	21311	Frontier	909-293-7578-071118-5	-515.47
Bill Pmt -Check	03/28/2024	21312	Great America Financial Services C...	Copier Lease - Monthly	-687.73
Bill Pmt -Check	03/28/2024	21313	La Verne Power Equipment, Inc.	Chain Loop	-50.69
Bill Pmt -Check	03/28/2024	21314	Maravilla, Samantha	Poster Contest Winner	-100.00
Bill Pmt -Check	03/28/2024	21315	MJA Electric Co.	Troubleshooting Garden Lights / Replacing Lobby Lights	-1,655.00
Bill Pmt -Check	03/28/2024	21316	Morton, Roberta	Poster Contest Winner	-100.00
Bill Pmt -Check	03/28/2024	21317	Omone Abu	April Social Media Svcs	-250.00
Bill Pmt -Check	03/28/2024	21318	OMSD - Bussing		-428.80
Bill Pmt -Check	03/28/2024	21319	Pible, Maria	Poster Contest Winner	-100.00
Bill Pmt -Check	03/28/2024	21320	Smith Pipe & Supply Inc.	Drip Irrig Parts	-1.17
Bill Pmt -Check	03/28/2024	21321	Standard Insurance Company, Inc.	Policy #006492990083/STD/LTD from March Payroll	-839.69
Bill Pmt -Check	03/28/2024	21322	TPX Communications	39053	-831.45
Bill Pmt -Check	03/28/2024	21323	Verizon Wireless	wireless push to talk srvc 3/10-4/9	-645.23
Bill Pmt -Check	03/28/2024	21324	Wang, Feizhe	Poster Contest Winner	-100.00
Bill Pmt -Check	03/28/2024	21325	Xu, Daiqun	Poster Contest Winner	-100.00
Total 10100 - General Checking					-269,853.36
Total 10000 - Cash Accounts					-269,853.36
TOTAL					-269,853.36

Chino Basin Water Conservation District
Monthly Petty Cash Checking Disbursements
 As of March 31, 2024

Type	Date	Num	Name	Memo	Amount	Balance	
10000 · Cash Accounts						1,001.24	
10200 · Petty Cash						1,001.24	
Deposit	03/31/2024			Interest	0.01	1,001.25	
Total 10200 · Petty Cash						0.01	1,001.25
Total 10000 · Cash Accounts						0.01	1,001.25
TOTAL					0.01	1,001.25	

Chino Basin Water Conservation District CalCard Monthly Detail

As of March 31, 2024

Type	Date	Name	Memo	Amount	Balance
20600 - CalCard					7,088.89
20649 - CalCard-B Yoshida					3,057.24
Credit Card Charge	03/04/2024	ASBCSD	March Dinner Mtg-A. Coker	40.88	3,098.12
Credit Card Charge	03/04/2024	ASBCSD	March Dinner Mtg-G. Aldaco	40.88	3,139.00
Credit Card Charge	03/05/2024	ASBCSD	March Dinner Mtg-K. Parker	40.88	3,179.88
Credit Card Charge	03/06/2024	ASBCSD	March Dinner Mtg-H. Gulmahamad	40.88	3,220.76
Credit Card Charge	03/08/2024	ASBCSD	March 8th Dinner Mtg-EW	40.88	3,261.64
Credit Card Charge	03/08/2024	Microsoft	Windows upgrade - new Laptop (Conf Rm)	99.00	3,360.64
Credit Card Charge	03/13/2024	Services - Misc	Ontario State of the City Conference - March 27 GA	50.00	3,410.64
Credit Card Charge	03/14/2024	Services - Misc	Ontario State of the City Conference - March 27 HG and AC	100.00	3,510.64
Credit Card Charge	03/20/2024	ASBCSD	ASBCSD April Dinner Mtg-Dir. Parker	47.12	3,557.76
Credit Card Charge	03/20/2024	ASBCSD	ASBCSD April Dinner Mtg-EW	47.12	3,604.88
Credit Card Charge	03/20/2024	ASBCSD	ASBCSD Dinner Mtg-Dir. Coker	47.12	3,652.00
Total 20649 - CalCard-B Yoshida				594.76	3,652.00
20648 - CalCard-K Lopez					317.46
Credit Card Charge	03/11/2024	Amazon-Cal Card	Copy Paper and Toilet Paper	74.34	391.80
Credit Card Charge	03/11/2024	Amazon-Cal Card	Coffee Creamer	21.98	413.78
Credit Card Charge	03/11/2024	Amazon-Cal Card	Coffee Cups	20.92	434.70
Credit Card Charge	03/13/2024	Amazon-Cal Card	A/P Double Window Envelopes	32.69	467.39
Credit Card Charge	03/18/2024	Supplies - Misc	Table for printer in GM office	108.09	575.48
Credit Card Charge	03/18/2024	Amazon-Cal Card	Napkin Pattern 1 of 3 for Vase Decoupage - ASBCSD Centerpieces	7.62	583.10
Credit Card Charge	03/18/2024	Amazon-Cal Card	Napkin Pattern 2 of 3 for Vase Decoupage - ASBCSD Centerpieces	16.87	599.97
Credit Card Charge	03/18/2024	Amazon-Cal Card	Napkin Pattern 3 of 3 for Vase Decoupage - ASBCSD Centerpieces	15.20	615.17
Credit Card Charge	03/20/2024	Amazon-Cal Card	soap refills for WCC restrooms	121.40	736.57
Credit Card Charge	03/21/2024	Food - CalCard	Lunch EW, AF, DS - RFP 2023-02 Interview Deliberation	60.30	796.87
Credit Card Charge	03/25/2024	Amazon-Cal Card	Summer BBQ Activity	69.75	866.62
Credit Card Charge	03/25/2024	Supplies - Misc	Summer BBQ Sashes	52.19	918.81
Credit Card Charge	03/25/2024	Supplies - Misc	Summer BBQ Trophy	36.15	954.96
Credit Card Charge	03/27/2024	Costco-Cal Card	Mtg snacks, scotch tape, stamps	185.60	1,140.56
Total 20648 - CalCard-K Lopez				823.10	1,140.56
20609 - CalCard - J Salcido					201.93
Credit Card Charge	03/04/2024	Costco-Cal Card	Fuel for 2018 Chevy	130.76	332.69
Credit Card Charge	03/04/2024	Low's-Cal Card	Chainlink Fence	139.00	471.69
Credit Card Charge	03/06/2024	Low's-Cal Card	Command strips	43.01	514.70
Credit Card Charge	03/11/2024	Stater Bros - CalCard	Tortoise and Cat Food	41.47	556.17
Credit Card Charge	03/25/2024	Stater Bros - CalCard	Tortoise Food	17.42	573.59
Credit Card Charge	03/29/2024	Costco-Cal Card	Summer BBQ Game	76.29	649.88
Total 20609 - CalCard - J Salcido				447.95	649.88
20610 - CalCard - J Taylor					22.43
Credit Card Charge	03/01/2024	MOO Inc	business cards-EW	220.99	243.42
Credit Card Charge	03/01/2024	Amazon-Cal Card	dog treats for lobby visitors	12.51	255.93
Credit Card Charge	03/01/2024	Services - Misc	framing of LA Times article	284.70	540.63
Credit Card Charge	03/05/2024	Amazon-Cal Card	Cart. holders for CNPLC grads	-43.59	584.22
Credit Card Charge	03/06/2024	Amazon-Cal Card	standing desk comfort mat	30.40	614.62
Credit Card Charge	03/07/2024	Amazon-Cal Card	Employee file folder labels	13.06	627.68
Credit Card Charge	03/07/2024	Amazon-Cal Card	label maker tape	16.34	644.02
Credit Card Charge	03/11/2024	Restaurant-Cal Card	lunch mtg to CHTs basin w/Lee,Dave,Liz	52.94	696.96
Credit Card Charge	03/14/2024	Stater Bros - CalCard	Ashley BDay Treat - Fruit and Tajin	13.48	710.44
Credit Card Charge	03/14/2024	Amazon-Cal Card	gift bags for raffle @ ASBCSD dinner in June	64.74	775.18
Credit Card Charge	03/20/2024	Supplies - Misc	centerpiece vases-hosting ASBCSD dinner	30.41	805.59
Credit Card Charge	03/20/2024	Supplies - Misc	Vase	14.00	819.59
Credit Card Credit	03/20/2024	Supplies - Misc	Vase	-14.00	805.59
Credit Card Charge	03/20/2024	Amazon-Cal Card	craft supply for raffle prizes/ASBCSD	12.21	817.80
Credit Card Charge	03/25/2024	Supplies - Misc	Get Well Flowers - Dir. Layton	27.33	845.13
Credit Card Charge	03/29/2024	Hobby Lobby	supplies to embellish raffle bottles-ASBCSD	32.49	877.62
Credit Card Credit	03/29/2024	Hobby Lobby	return of supplies/raffle project-ASBCSD	-16.12	861.50
Total 20610 - CalCard - J Taylor				839.07	861.50
20613 - CalCard - R Sotomayor					30.18
Credit Card Charge	03/07/2024	Amazon-Cal Card	Hand sanitizer for trucks	32.42	62.60
Credit Card Charge	03/15/2024	Costco-Cal Card	Fuel for 2023 Chevy	124.24	186.84
Credit Card Charge	03/26/2024	Low's-Cal Card	Tools for 2023 Chevy - Bungie cords, bolt cutters, cable ties, reflective gear, towels	309.43	496.27
Credit Card Charge	03/26/2024	Supplies - Misc	Tire for dump trailer	152.31	648.58
Total 20613 - CalCard - R Sotomayor				618.40	648.58
20619 - CalCard - B Burgess					0.00
Credit Card Charge	03/06/2024	Amazon-Cal Card	Ear Plugs (PPE) and Audio to iPhone Adapter	41.36	41.36
Credit Card Charge	03/14/2024	Eventbrite-Cal Card	Monthly Pro 100: 3/14/24-4/14/24	29.00	70.36
Credit Card Charge	03/14/2024	Zoom	Zoom One Pro & Webinar 1000: 3/14/24 - 4/13/24	162.06	232.42
Credit Card Charge	03/19/2024	Amazon-Cal Card	Webcam & Mic for Zoom Mtgs	57.75	290.17
Credit Card Charge	03/25/2024	Amazon-Cal Card	First Aid Kit for Ford & Golfcart	52.30	342.47
Total 20619 - CalCard - B Burgess				342.47	342.47
20620 - CalCard - S Kleinrock					271.10
Credit Card Charge	03/01/2024	California Botanic Garden	Plants	106.22	377.32
Credit Card Charge	03/01/2024	SendGrid	Contact List Storage 3/1-3/31/24	19.95	397.27
Credit Card Charge	03/02/2024	Amazon-Cal Card	Microphone cable and adapter for Audio Recording	25.20	422.47
Credit Card Charge	03/02/2024	Amazon-Cal Card	Fish & Pond Fertilizer	80.60	503.07
Credit Card Charge	03/06/2024	Amazon-Cal Card	Watering Cans (2)	38.34	541.41
Credit Card Charge	03/06/2024	Amazon-Cal Card	USB Hub Replacement	43.59	585.00
Credit Card Charge	03/07/2024	Armstrong Garden Center	Plants for Garden	42.70	627.70
Credit Card Charge	03/13/2024	Supplies - Misc	Seeds for Giveaway (American Meadows)	191.08	818.78
Credit Card Charge	03/16/2024	Amazon-Cal Card	Sharps Container	28.32	847.10
Credit Card Charge	03/16/2024	Supplies - Misc	Sharps disposal container	13.07	860.17
Credit Card Charge	03/18/2024	Services - Misc	Apple iCloud Storage	9.99	870.16
Credit Card Charge	03/22/2024	Services - Misc	waterwisegardenplanner.org-hosting	63.00	933.16
Total 20620 - CalCard - S Kleinrock				662.06	933.16
20626 - CalCard - M Curriel					0.00
Credit Card Charge	03/05/2024	Supplies - Misc	Tables for interactive lobby display	231.49	231.49
Credit Card Charge	03/07/2024	Amazon-Cal Card	Cough drops for teaching team	4.87	236.36
Credit Card Credit	03/07/2024	Supplies - Misc	Refund - Web of Life Game from Oriental Trading	-14.80	221.56
Credit Card Charge	03/20/2024	Amazon-Cal Card	Felt pads for lobby furniture	9.56	231.12
Total 20626 - CalCard - M Curriel				231.12	231.12
20630 - CalCard - M Dean					112.51
Credit Card Charge	03/01/2024	Amazon-Cal Card	Open House Refreshments	47.85	160.36
Credit Card Charge	03/04/2024	Supplies - Misc	Raffle Sign for Montclair Place	387.15	547.51
Credit Card Charge	03/05/2024	Calif Assoc for Envir & Outdo...	Conference for Isabella Garcia on 3/5/24	180.00	727.51
Credit Card Charge	03/08/2024	Google	Google One Monthly Subscription (100 GB)	1.99	729.50
Credit Card Charge	03/11/2024	Amazon-Cal Card	Flyer holders for Montclair Place Display	23.97	753.47
Credit Card Charge	03/11/2024	Services - Misc	Social Media Mgmt Software	79.00	832.47
Credit Card Charge	03/11/2024	Services - Misc	Special Event Liability Ins for Open House	231.00	1,063.47

Chino Basin Water Conservation District CalCard Monthly Detail

As of March 31, 2024

Type	Date	Name	Memo	Amount	Balance
Credit Card Charge	03/18/2024	Supplies - Misc	New Hour Decals for Front Lobby Doors	194.34	1,257.81
Credit Card Charge	03/19/2024	Services - Misc	Newsletter Software	88.35	1,346.16
Credit Card Charge	03/19/2024	4imprint, Inc.	tabling giveaways	1,907.62	3,253.78
Credit Card Charge	03/20/2024	Smart & Final-Cal Card	Open House refreshments	107.94	3,361.72
Credit Card Charge	03/21/2024	Costco-Cal Card	Pizza - Open House Staff Pre-Event Mtg	32.54	3,394.26
Credit Card Charge	03/30/2024	Zoom	Zoom One Pro Monthly: 3/30/24-4/29/24	16.61	3,410.87
Total 20630 · CalCard - M Dean				3,298.36	3,410.87
20631 · CalCard - W Mercado					47.91
Total 20631 · CalCard - W Mercado					47.91
20632 · CalCard - E Willis					2,068.99
Credit Card Charge	03/04/2024	Food - CalCard	Lazy Dog lunch with EW and Bob Bowcock - discussed Watermaster issues and land availability	70.24	2,139.23
Credit Card Charge	03/06/2024	Services - Misc	Santa Claus for Cookies & Cocoa Event - Gig Salad	635.00	2,774.23
Credit Card Charge	03/06/2024	California Newspapers Partne...	Daily Bulletin Monthly Digital Subscription-EW	14.00	2,788.23
Credit Card Charge	03/15/2024	Food - CalCard	Lunch Mtg - EW and Dir Coker	54.99	2,843.22
Credit Card Charge	03/19/2024	Los Angeles News Group	LA Times Monthly Digital Subscription-EW	16.00	2,859.22
Credit Card Charge	03/23/2024	Zoom	Zoom One Pro Monthly: 3/23/24-4/22/24	16.61	2,875.83
Credit Card Charge	03/25/2024	California Special Districts As...	CSDA 2024 GM Leadership Summit: 6/23-6/25 (EW)	1,060.00	3,935.83
Credit Card Charge	03/29/2024	Food - CalCard	Luck's Coffee Roasters - Meeting with EW and Dir. AC	15.00	3,950.83
Total 20632 · CalCard - E Willis				1,881.84	3,950.83
20634 · CalCard - D Moreno					44.58
Credit Card Charge	03/12/2024	Supplies - Misc	Shovel for Audit Program	20.69	65.27
Credit Card Charge	03/15/2024	Target-Cal Card	Vases for Workshops	17.97	83.24
Credit Card Charge	03/26/2024	Fuel - Misc	Fuel for F150 - ODM 68,998	86.47	169.71
Credit Card Charge	03/28/2024	Services - Misc	Soft Touch Car Wash - F150	36.99	206.70
Total 20634 · CalCard - D Moreno				162.12	206.70
20637 · CalCard - G Jimenez					0.00
Credit Card Charge	03/02/2024	Home Depot - CalCard	TSA lock and Velcro Mounts for Pedestrian Counter Enclosures	25.22	25.22
Credit Card Charge	03/04/2024	Lowe's-Cal Card	Locks for Pedestrian Counter Enclosures	17.97	43.19
Credit Card Credit	03/04/2024	Home Depot - CalCard	Returned TSA lock	-21.48	21.71
Credit Card Charge	03/16/2024	Amazon-Cal Card	Temp Boundary Marker Hooks	47.94	69.65
Credit Card Charge	03/18/2024	Armstrong Garden Center	Plants for Garden	45.52	115.17
Total 20637 · CalCard - G Jimenez				115.17	115.17
20642 · CalCard - D Schroeder					120.00
Credit Card Charge	03/05/2024	Supplies - Misc	Botany Arborists Book - Western Chapter ISA - Inv 31276	55.12	175.12
Credit Card Charge	03/14/2024	Zello Inc	Cell Push-to-Talk App: 3/14/24-4/13/24	88.00	263.12
Credit Card Charge	03/22/2024	Exotic Motorworks	Exotic Motorworks - Step rails for 2023 Chevy Truck	879.55	1,142.67
Credit Card Charge	03/28/2024	Lowe's-Cal Card	Miracle Ties	12.24	1,154.91
Total 20642 · CalCard - D Schroeder				1,034.91	1,154.91
20644 · CalCard - L Holguin					0.00
Credit Card Charge	03/25/2024	Costco-Cal Card	Fuel for 2018 Chevy - ODM 29,145	117.81	117.81
Credit Card Charge	03/26/2024	Lowe's-Cal Card	Laundry Detergent for Uniforms	43.06	160.87
Total 20644 · CalCard - L Holguin				160.87	160.87
20645 · CalCard - J Jones					197.63
Total 20645 · CalCard - J Jones					197.63
20647 · CalCard - A Quinones					596.93
Credit Card Charge	03/08/2024	Supplies - Misc	Teacher giftcards-Poster Contest	1,225.00	1,821.93
Credit Card Charge	03/14/2024	Target-Cal Card	Double-Sided Tape	7.93	1,829.86
Credit Card Charge	03/20/2024	Services - Misc	Open House photographer-final Inv	385.00	2,214.86
Credit Card Charge	03/26/2024	Services - Misc	Fieldtrip Bkg Platform - Monthly Subscription	199.00	2,413.86
Credit Card Charge	03/28/2024	Wishpond	poster contest voting platform - monthly pause fee	9.00	2,422.86
Total 20647 · CalCard - A Quinones				1,825.93	2,422.86
Total 20600 · CalCard				13,038.13	20,127.02
TOTAL				13,038.13	20,127.02

CHINO BASIN WATER CONSERVATION DISTRICT
PAYROLL SUMMARY
Mar-24

	PPE
	3/9/2024
Total Checks & Direct Deposits	\$ 42,610.67
Total Taxes Paid	\$ 18,309.00
Total Payroll	\$ 60,919.67

**Check date 3/14/2024*

	PPE
	3/23/2024
Total Checks & Direct Deposits	\$ 51,324.12
Total Taxes Paid	\$ 20,727.93
Total Payroll	\$ 72,052.05

**Check date 3/28/2024*

CHINO BASIN WATER CONSERVATION DISTRICT
PAYROLL SUMMARY
Mar-24

Pay Period Beg.	Pay Period End	Gross Wages	Notes
6/18/2023	7/1/2023	\$ 54,009.58	
7/2/2023	7/15/2023	\$ 57,916.88	
7/16/2023	7/29/2023	\$ 52,833.17	
7/30/2023	8/12/2023	\$ 55,622.73	
8/13/2023	8/26/2023	\$ 59,212.92	
8/27/2023	9/9/2023	\$ 54,669.62	
9/10/2023	9/23/2023	\$ 61,235.64	
9/24/2023	10/7/2023	\$ 53,496.92	
10/8/2023	10/21/2023	\$ 55,879.77	
10/22/2023	- 11/4/2023	\$ 52,929.72	
11/5/2023	- 11/18/2023	\$ 61,429.59	
11/19/2023	- 12/2/2023	\$ 54,039.81	
12/3/2023	- 12/16/2023	\$ 61,314.44	
12/17/2023	- 12/30/2023	\$ 52,522.02	
12/31/2023	- 1/13/2024	\$ 60,593.00	
1/14/2024	- 1/27/2024	\$ 58,562.99	
1/28/2024	- 2/10/2024	\$ 61,716.56	
2/11/2024	- 2/24/2024	\$ 66,874.92	
2/25/2024	- 3/9/2024	\$ 61,798.93	
3/10/2024	- 3/23/2024	\$ 72,490.59	
Total Payroll		\$ 1,169,149.80	

Ohio Basin Water Conservation District
 Director and Staff Expense Reimbursements

Payroll Date 05/09/24
 Check Date 3/14/2024

Emp #	Name	Board of Director Expenses										Staff Expenses														
		Medical Insurance 51250	Medical Insurance explanation	Mileage 51260	Mileage explanation	Director Conference & Tours 51210	Director Conference & Tours explanation	Employee Mileage 51840	Employee Mileage explanation	Outreach Events 50330	Outreach Events explanation	EE Health Exp 40112	EE Health Exp explanation	Recording 51855	Recording explanation	Employee Appreciation Team 51950	Employee Appreciation Team explanation	Office Supplies 51760	Office Supplies explanation	Meeting Refreshments 51800	Meeting Refreshments explanation	Uniforms 51970	Uniforms explanation			
111	Guilabanda, Neil		monthly rems.		reimb at .655 per mile																					
113	Lightsberg, Mark		monthly rems.		reimb at .655 per mile																					
114	Aldaco, Gilbert		monthly rems.		reimb at .655 per mile		Conference M885 & 116																			
115	Sonnenberg, Ryan		monthly rems.		reimb at .655 per mile																					
116	Parker, Katherine		monthly rems.		reimb at .655 per mile																					
117	Layton, Theresa		N/A at this time		reimb at .655 per mile																					
118	Coker, Amanda		N/A at this time		reimb at .655 per mile																					
279	Alleno, Ashley																									
240	Burgess, Brandon																									
249	Curti, Monica																									
278	Denberger, Kaylee																									
276	Ferreiro, Alicia																									
281	Garcia, Isabella																									
270	Holgan, Luis																									
260	Jimenez, George																									
287	Jones, Jacob																									
280	Lopez, Alexandra																									
283	Martinez, Karla																									
256	Mercado, William																									
257	Moreno, Daniel																									
277	Quintana, Arcenia																									
230	Sabido, James																									
214	Stotomayer, Roberto																									
220	Taylor, Judith																									
254	Bojlad-Olea, Maa																									
239	Klenrock, Scott																									
202	Schroeder, David W																									
269		0																								
253	Wills, Elizabeth																									
282	Yuchida, Brandon																									
Totals:		\$								\$	208.54														\$	399.39



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CHINO BASIN

**Water
Conservation
District**

ITEM NO. 5

APPROVE FISCAL YEAR 23-24 3RD QUARTER (Q3) FINANCIAL REPORT



CBWCD

Statement of Financial Status

March 31, 2024

The following preliminary, unaudited reports have been prepared as of the close of the third quarter of the fiscal year ended March 31, 2024:

- 1 Cash and Investments as of March 31, 2024
- 2 Balance Sheet as of March 31, 2024
- 3 Budget to Actual Comparison for the third quarter of Fiscal Year 2023/24
- 4 District Capital Project Expenses for the third quarter of Fiscal Year 2023/24

Based on the review and analysis of the above reports, it is anticipated that the District will have sufficient funds on hand to meet expenditure requirements over the next 6 months.

Elizabeth Willis, General Manager



CBWCD
Cash & Investments (Unaudited)
As of March 31, 2024

	Type	Rate	Cost	Market	% Total C&I
District Cash & Investments					
Unrestricted					
Wells Fargo (General)	Checking	N/A	\$ 201,644	\$ 201,644	1.40%
Wells Fargo (Petty Cash)	Checking	N/A	1,001	1,001	0.01%
Local Agency Investment Fund (LAIF)	Investment	4.232%	7,469,367	7,425,979	51.73%
CLASS	Investment	5.421%	6,651,140	6,650,246	46.32%
Total Unrestricted			14,323,153	14,278,871	99.46%
Restricted					
Pension Trust	Trust	N/A	77,691	77,691	0.54%
Total Restricted			77,691	77,691	0.54%
Total District Cash & Investments			\$ 14,400,844	\$ 14,356,562	100.00%

**No investments were made pursuant to the State of California Government Code Sections 53600 et.seq. (Government Code 53601 itemizes prohibited investments). All investments were made pursuant to the District's Investment Policy and Investment Guidelines and Restrictions.*



CBWCD
Balance Sheet (Unaudited)
As of March 31, 2024

1	ASSETS		
2	Cash and Investments		
3	Checking Accounts	\$	202,645
4	California Cooperative Liquid Assets Securities System (CLASS)		6,651,140
5	Local Agency Investment Fund (LAIF)		7,469,367
6	Pension Trust		77,691
7	Fair Market Value Adjustments		(44,282)
8	Total Cash and Investments		<u>14,356,562</u>
9	Other Current Assets		
10	Prepaid Expenses		60,334
11	Accounts Receivable		17,558
12	Interest Receivable		82,571
13	Total Other Current Assets		<u>160,462</u>
14	Fixed Assets		
15	Buildings and Fixtures		10,561,572
16	Land		5,986,121
17	Garden and Hardscape		1,546,394
18	Vehicles and Implements		214,768
19	Office Furniture and Equipment		158,242
20	Construction in Process		16,708
21	Accumulated Depreciation		(4,188,509)
22	Total Fixed Assets (Net)		<u>14,295,296</u>
23	Right-to-Use Assets		26,101
24	Deferred Outflows of Resources (DOR)		1,163,002
25	TOTAL ASSETS	\$	<u><u>30,001,424</u></u>
26	LIABILITIES		
27	Current Liabilities		
28	Accounts Payable and Accrued Expenses	\$	57,364
29	Vacation Payable		67,774
30	Payroll and Retirement Liabilities		62,525
31	Miscellaneous Deposits		1,400
32	Total Current Liabilities		<u>189,064</u>
33	Lease Liabilities		25,693
34	Deferred Inflows of Resources - DIR		1,034,252
35	Net Pension Liability		819,854
36	TOTAL LIABILITIES		<u>2,068,863</u>
37	FUND BALANCE		
38	Non-Spendable		14,345,546
39	Assigned		7,695,778
40	Unassigned		5,891,236
41	TOTAL FUND BALANCE		<u>27,932,561</u>
42	TOTAL LIABILITIES AND FUND BALANCE	\$	<u><u>30,001,424</u></u>

No assurance provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the U.S. not included.



CBWCD

Budget to Actual (Unaudited)

For the Period July 1, 2023 through March 31, 2024

	Q3 YTD	Adopted Budget	(Under) / Over Budget	75%
1 REVENUE				
2 Property Tax & Assessment Revenue	\$ 2,079,282	\$ 2,865,000	\$ (785,718)	73%
3 Redevelopment Agency ABX 126	918,920	1,300,000	(381,080)	71%
4 Interest Returns, Net of Fair Value	559,324	400,000	159,324	140%
5 Miscellaneous Income	37,320	24,700	12,620	151%
6 TOTAL REVENUE	\$ 3,594,847	\$ 4,589,700	\$ (994,853)	78%
7 EXPENDITURES				
8 Salaries and Benefits				
9 Employee Wages - Salary	488,692	645,300	(156,608)	76%
10 Employee Wages - Hourly	591,023	859,900	(268,877)	69%
11 Employee Wages - Interns	42,836	72,000	(29,164)	59%
12 Health (Medical/Dental/Vision/Life/Disability)	210,286	273,800	(63,514)	77%
13 Payroll Taxes	90,883	127,700	(36,817)	71%
14 CalPERS Retirement	92,573	130,600	(38,027)	71%
15 CalPERS Unfunded Actuarial Liability Payment	41,286	41,300	(14)	100%
16 Education, Training & Travel	21,235	48,100	(26,865)	44%
17 Total Salaries and Benefits	1,578,814	2,198,700	(619,886)	72%
18 General and Administrative				
19 Legal	60,102	90,000	(29,899)	67%
20 Engineering	34,169	30,000	4,169	114%
21 Audit & Accounting	81,721	90,000	(8,279)	91%
22 Administrative Support	13,793	10,000	3,793	N/A
23 General Consulting	54,560	112,500	(57,940)	48%
24 Insurance	77,955	94,200	(16,245)	83%
25 Board of Directors	69,522	105,100	(35,578)	66%
26 Dues & Subscriptions	28,550	43,600	(15,050)	65%
27 Office Utilities	30,018	39,500	(9,482)	76%
28 Agenda Management Software	540	7,000	(6,460)	8%
29 Computer/Information Technology Support	44,339	47,200	(2,861)	94%
30 Office Equipment & Supplies	39,495	50,100	(10,605)	79%
31 Telecommunications	18,603	27,500	(8,897)	68%
32 Maintenance/Janitorial	9,517	17,300	(7,783)	55%
33 Banking, Payroll & Collection Fees	14,592	22,700	(8,108)	64%
34 Recruitment	1,915	5,000	(3,085)	38%
35 Total General and Administrative	579,392	791,700	(212,308)	73%
36 Facilities and Operations				
37 Basin Percolation Maintenance	16,879	56,000	(39,121)	30%
38 Landscape & Irrigation	28,061	73,600	(45,539)	38%
39 Fencing	5,298	45,000	(39,702)	12%

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CBWCD
Budget to Actual (Unaudited)
For the Period July 1, 2023 through March 31, 2024

	Q3 YTD	Adopted Budget	(Under) / Over Budget	75%
40 Structural Maintenance	65,620	75,800	(10,180)	87%
41 Signage	9,652	4,500	5,152	214%
42 Hardscape	5,064	17,200	(12,136)	29%
43 Facilities	356	10,000	(9,644)	4%
44 Equipment and Vehicles	9,799	28,200	(18,401)	35%
45 Uniforms	5,911	10,700	(4,789)	55%
46 Weed Abatement & Pest/Critter Control	12,355	29,200	(16,845)	42%
47 Trash Cleanup & Disposal	5,848	10,000	(4,152)	58%
48 Utilities, Permits, Fees & Miscellaneous	3,235	14,000	(10,765)	23%
49 Total Facilities and Operations	168,079	374,200	(206,121)	45%
50 Public Relations/Education				
51 District Events	40,925	40,700	225	101%
52 School Tours	8,939	40,000	(31,062)	22%
53 Advertising & Strategic Communications	20,884	64,000	(43,116)	33%
54 Web Design and Maintenance	4,363	25,700	(21,337)	17%
55 Public Education/Workshops	10,602	20,300	(9,698)	52%
56 Community Sponsorships	2,500	2,500	-	100%
57 Youth Program Supplies	1,472	2,500	(1,028)	59%
58 Informational Materials	3,136	4,600	(1,464)	68%
59 Supplies/Giveaways	8,101	10,000	(1,899)	81%
60 Total Public Relations/Education	100,921	210,300	(109,379)	48%
61 Total Capital Expenditures	111,044	535,600	(424,556)	21%
62 TOTAL EXPENDITURES	\$ 2,538,249	\$ 4,110,500	\$ (1,572,251)	62%
63 NET REVENUE / (EXPENDITURES)	\$ 1,056,598	\$ 479,200	\$ 577,398	

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CBWCD
Capital Projects (Unaudited)
For the Period July 1, 2023 through March 31, 2024

	Q3 YTD	Adopted Budget	(Under) / Over Budget	75%
1 DISTRICT CAPITAL PROJECTS				
2 Permanent Signage - Interpretive and Other	\$ 2,451	\$ 15,000	\$ (12,549)	16%
3 Truck	66,082	65,000	1,082	102%
4 Ely Basin No. 3 - Asphalt Driveway	-	20,000	(20,000)	0%
5 Amphitheatre Roof and Upgrades	19	60,000	(59,981)	0%
6 College Heights - Iron Fencing	-	15,000	(15,000)	0%
7 Waterwise Community Center Lobby Displays	7,119	7,200	(81)	99%
8 Brooks Basin Fence	23,322	300,000	(276,678)	8%
9 Montclair Basin No. 4 Fence	7,850	-	7,850	N/A
10 Drinking Fountain	4,200	4,200	-	100%
11 Contingency Funding (10% of Capital Projects)	-	49,200	(49,200)	0%
12 CAPITAL EXPENDITURES TOTAL	\$ 111,044	\$ 535,600	\$ (424,556)	21%

No assurance provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the U.S. not included.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

April 03, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CHINO BASIN WATER CONSERVATION DISTRICT

SECRETARY/MANAGER
4594 SAN BERNARDINO STREET
MONTCLAIR, CA 91763

[Tran Type Definitions](#)



Account Number: 90-36-028

March 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/4/2024	3/4/2024	RW	1748683	N/A	ELIZABETH SKRZAT	-250,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	7,719,366.80
Total Withdrawal:	-250,000.00	Ending Balance:	7,469,366.80



PMIA/LAIF Performance Report as of 4/17/24



Quarterly Performance Quarter Ended 03/31/24

LAIF Apportionment Rate ⁽²⁾ :	4.30
LAIF Earnings Ratio ⁽²⁾ :	0.00011755619077389
LAIF Administrative Cost ^{(1)*} :	0.27
LAIF Fair Value Factor ⁽¹⁾ :	0.994191267
PMIA Daily ⁽¹⁾ :	4.22
PMIA Quarter to Date ⁽¹⁾ :	4.12
PMIA Average Life ⁽¹⁾ :	226

PMIA Average Monthly Effective Yields⁽¹⁾

March	4.232
February	4.122
January	4.012
December	3.929
November	3.843
October	3.670

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 3/31/24 \$156.5 billion

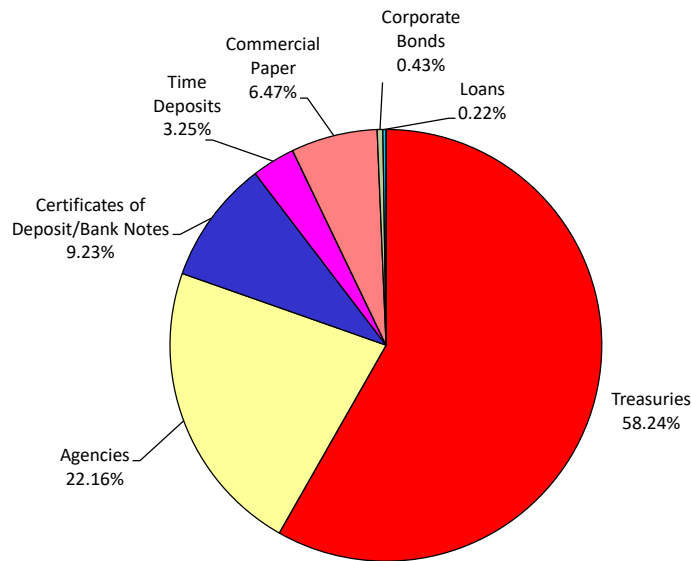


Chart does not include \$2,005,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



Summary Statement

March 31, 2024

Page 1 of 3

Investor ID: CA-01-0122

0000113-0000441.PDFT 633405

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

California CLASS

California CLASS		Average Monthly Yield: 5.4210%					
	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0122-0001	6,620,740.05	0.00	0.00	30,400.27	89,369.93	6,624,662.67	6,651,140.32
TOTAL	6,620,740.05	0.00	0.00	30,400.27	89,369.93	6,624,662.67	6,651,140.32

Tel: (877) 930-5213

www.californiaclass.com



Account Statement

March 31, 2024

Page 2 of 3

Account Number: CA-01-0122-0001

General Fund

Account Summary

Average Monthly Yield: 5.4210%

California CLASS	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
	6,620,740.05	0.00	0.00	30,400.27	89,369.93	6,624,662.67	6,651,140.32

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
03/01/2024	Beginning Balance			6,620,740.05	
03/31/2024	Income Dividend Reinvestment	30,400.27			
03/31/2024	Ending Balance			6,651,140.32	



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
03/01/2024	0.000444378	5.4205%
03/02/2024	0.000000000	5.4205%
03/03/2024	0.000000000	5.4205%
03/04/2024	0.000147959	5.4153%
03/05/2024	0.000148078	5.4197%
03/06/2024	0.000148193	5.4239%
03/07/2024	0.000148169	5.4230%
03/08/2024	0.000444372	5.4214%
03/09/2024	0.000000000	5.4214%
03/10/2024	0.000000000	5.4214%
03/11/2024	0.000148114	5.4210%
03/12/2024	0.000148002	5.4169%
03/13/2024	0.000148175	5.4232%
03/14/2024	0.000148087	5.4200%
03/15/2024	0.000443682	5.4129%
03/16/2024	0.000000000	5.4129%
03/17/2024	0.000000000	5.4129%
03/18/2024	0.000148029	5.4179%
03/19/2024	0.000148058	5.4189%
03/20/2024	0.000147904	5.4133%
03/21/2024	0.000147958	5.4153%
03/22/2024	0.000444009	5.4169%
03/23/2024	0.000000000	5.4169%
03/24/2024	0.000000000	5.4169%
03/25/2024	0.000148154	5.4224%
03/26/2024	0.000148198	5.4240%
03/27/2024	0.000148382	5.4308%
03/28/2024	0.000593772	5.4330%
03/29/2024	0.000000000	5.4330%
03/30/2024	0.000000000	5.4330%
03/31/2024	0.000000000	5.4330%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Historical Rates

PRIME

Filter the yields by month:

Select Month ▾

or select a date range:

March 1, 2024

March 31, 2024

Submit

PRIME

May 2024

Date	Daily Yield (%)	YTD Yield (%)	7-Day Yield (%)	30-Day Yield (%)	WAM Days to Reset	WAM Days to Final	Daily Dividend	Net Asset Value (NAV)
03/31	5.4330	5.4531	5.4299	5.4211	21	79	0.000148443	0.99986555
03/30	5.4330	5.4534	5.4276	5.4207	22	80	0.000148443	0.99990616
03/29	5.4330	5.4536	5.4253	5.4208	22	81	0.000148443	0.99994676
03/28	5.4330	5.4538	5.4230	5.4210	23	82	0.000148443	0.99998737
03/27	5.4308	5.4541	5.4205	5.4210	22	81	0.000148382	0.99998888
03/26	5.4240	5.4543	5.4180	5.4211	23	80	0.000148198	0.99999476
03/25	5.4224	5.4547	5.4172	5.4213	23	80	0.000148154	0.99999922

Date	Daily Yield (%)	YTD Yield (%)	7-Day Yield (%)	30-Day Yield (%)	WAM Days to Reset	WAM Days to Final	Daily Dividend	Net Asset Value (NAV)
03/24	5.4169	5.4551	5.4166	5.4215	23	78	0.000148003	0.99991864
03/23	5.4169	5.4555	5.4160	5.4219	24	79	0.000148003	0.99995866
03/22	5.4169	5.4560	5.4155	5.4224	24	80	0.000148003	0.99999869
03/21	5.4153	5.4565	5.4149	5.4230	24	79	0.000147958	1.00000902
03/20	5.4133	5.4570	5.4156	5.4236	23	77	0.000147904	1.00000895
03/19	5.4189	5.4576	5.4170	5.4244	23	78	0.000148058	1.00001103
03/18	5.4179	5.4581	5.4167	5.4251	24	78	0.000148029	1.00001369
03/17	5.4129	5.4586	5.4171	5.4258	24	78	0.000147894	0.99994169
03/16	5.4129	5.4592	5.4183	5.4267	24	79	0.000147894	0.99998105
03/15	5.4129	5.4598	5.4195	5.4272	25	80	0.000147894	1.00002041
03/14	5.4200	5.4604	5.4207	5.4279	25	77	0.000148087	1.00002100
03/13	5.4232	5.4610	5.4212	5.4286	26	79	0.000148175	1.00002587
03/12	5.4169	5.4615	5.4213	5.4292	25	78	0.000148002	1.00002939
03/11	5.4210	5.4621	5.4217	5.4301	26	79	0.000148114	1.00005876
03/10	5.4214	5.4627	5.4208	5.4308	26	78	0.000148124	0.99998499
03/09	5.4214	5.4633	5.4207	5.4314	27	79	0.000148124	1.00002711
03/08	5.4214	5.4639	5.4206	5.4320	27	80	0.000148124	1.00006924
03/07	5.4230	5.4646	5.4205	5.4328	27	79	0.000148169	1.00005701
03/06	5.4239	5.4652	5.4226	5.4336	27	78	0.000148193	1.00005118
03/05	5.4197	5.4659	5.4245	5.4345	27	77	0.000148078	1.00005529
03/04	5.4153	5.4666	5.4266	5.4356	27	75	0.000147959	1.00005902
03/03	5.4205	5.4674	5.4293	5.4368	28	75	0.000148101	0.99997907
03/02	5.4205	5.4681	5.4304	5.4378	28	76	0.000148101	1.00002193
03/01	5.4205	5.4689	5.4316	5.4388	29	77	0.000148101	1.00006479

Performance

Annualized as of March 31, 2024

Time Period	California CLASS Prime
Inception Date	7/5/2022
1 year	5.5266%
3 years	N/A
5 years	N/A
10 years	N/A
Since Inception	4.6751%

Benchmark(s)	1 year	3 year	5 year	10 year
ICE BofA US 3-Month Treasury Index	5.2428%	N/A	N/A	N/A

Data unaudited. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the California CLASS Prime Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please review the California CLASS Information Statement(s) located in the Document Center before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

CEPPT Account Update Summary

Chino Basin Water Conservation District

as of March 31, 2024

CEPPT Account Summary

As of March 31, 2024	Strategy 1	Strategy 2	Total
Initial contribution (07/26/2021)	\$0	\$19,815	\$19,815
Additional contributions	\$0	\$59,446	\$59,446
Disbursements	\$0	\$0	\$0
CEPPT expenses	\$0	(\$390)	(\$390)
Investment earnings	\$0	(\$1,180)	(\$1,180)
Total assets (07/26/2021-03/31/2024 = 2.68 years)	\$0	\$77,691	\$77,691

CEPPT/CERBT Investment Returns Outperform Benchmarks

Periods Ended February 29, 2024

Fund	Assets	1 Month	3 Months	FYTD	1 Year	3 Years	5 Years	10 Years	ITD
CERBT Strategy 1 (Inception June 1, 2007)	\$17,205,007,186	1.61 %	6.71%	7.28%	11.70%	2.17%	6.56%	5.81%	5.20%
Benchmark		1.58%	6.66%	7.15%	11.44%	1.97%	6.33%	5.47%	4.81%
CERBT Strategy 2 (Inception October 1, 2011)	\$1,942,474,401	0.75%	5.63%	5.33%	8.82%	0.46%	4.94%	4.68%	6.17%
Benchmark		0.70%	5.57%	5.26%	8.66%	0.33%	4.79%	4.40%	5.91%
CERBT Strategy 3 (Inception January 1, 2012)	\$784,150,125	0.08%	4.77%	3.97%	6.81%	-0.34%	3.81%	3.79%	4.61%
Benchmark		0.06%	4.71%	3.90%	6.68%	-0.43%	3.70%	3.54%	4.35%
CERBT Total	\$19,931,631,712								
CEPPT Strategy 1 (Inception October 1, 2019)	\$164,899,849	0.83%	5.35%	5.85%	9.64%	0.97%	-	-	4.06%
Benchmark		0.80%	5.32%	5.74%	9.44%	0.76%	-	-	3.94%
CEPPT Strategy 2 (Inception January 1, 2020)	\$50,021,441	-0.12%	3.95%	4.05%	6.83%	-0.75%	-	-	1.25%
Benchmark		-0.13%	3.92%	3.95%	6.70%	-0.84%	-	-	1.14%
CEPPT Total	\$214,921,290								

CEPPT Portfolios

2022 Capital Market Assumptions	CEPPT Strategy 1	CEPPT Strategy 2
Expected Return	4.5%	3.5%
Risk	8.8%	6.1%

CEPPT Portfolio Details

Asset Classification	Benchmark	CEPPT Strategy 1	CEPPT Strategy 2
Global Equity	MSCI All Country World Index IMI (Net)	37% ±5%	21% ±5%
Fixed Income	Bloomberg U.S. Aggregate Bond Index	44% ±5%	61% ±5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Liquid Index (Net)	14% ±5%	9% ±5%
Treasury Inflation Protected Securities (TIPS)	Bloomberg US TIPS Index, Series L	5% ±3%	9% ±3%
Cash	91-Day Treasury Bill	0% +2%	0% +2%

Total Participation Cost Fee Rate

- Total all-inclusive cost of participation
 - Combines administrative, custodial, and investment fees
 - Separate trust funds
 - Self-funded, fee rate may change in the future
 - Fee is applied daily to assets under management
 - 10 basis points - CERBT
 - 25 basis points - CEPPT

629 Prefunding Program Employers

604 CERBT and 94 CEPPT

- State of California
- 157 Cities or Towns
- 10 Counties
- 83 School Employers
- 32 Courts
- 347 Special Districts and other Public Agencies
 - (103 Water, 37 Sanitation, 34 Fire, 27 Transportation)

Questions? Where to Get Trust Fund Information?

Name	Title	E-mail	Desk	Mobile
Darren Lathrop	Outreach & Support Manager	Darren.Lathrop@calpers.ca.gov	(916) 795-0751	(916) 291-0391
Lee Lo	Outreach & Support Analyst	Lee.Lo@calpers.ca.gov	(916) 795-4034	(916) 612-4128
Therese Luo	Outreach & Support Analyst	Therese.Luo@calpers.ca.gov	(916) 795-2983	(916) 213-2879
Danny Kaufman	Outreach & Support Analyst	Daniel.Kaufman@calpers.ca.gov	(916) 795-8278	(916) 440-3821
Colleen Cain-Herrback	Administration & Reporting Program Manager	Colleen.Cain-Herrback@calpers.ca.gov	(916) 795-2474	(916) 505-2506
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Program E-mail Addresses	Prefunding Programs Webpages
CEPPT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CEPPT
CERBT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CERBT
CERBTACCOUNT@calpers.ca.gov – Online Record Keeping System	www.your-fundaccount.com/calpers

**STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING**

DATE: May 13, 2024

FROM: Elizabeth Willis, General Manager

BY: Alicia Fernandez, Administrative Services Manager

SUBJECT: **WAIVE SECOND READING AND ADOPTION OF ORDINANCE NO. 2024-01, AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT, ADOPTING A POLICY PROHIBITING CAMPING ON DISTRICT OWNED PROPERTIES**

RECOMMENDATION

It is recommended that the Board of Directors:

1. Waive further reading and adopt Ordinance No. 2024-01, an Ordinance of the Board of Directors of the Chino Basin Water Conservation District, adopting a policy prohibiting camping on District owned properties.

BACKGROUND

To address problems experienced in the past with unauthorized camping on District owned properties, the Administrative Services Department produced the proposed Ordinance to address and remedy such problems.

On April 8, 2024, at the Regular Board of Directors Meeting, the Board approved the first reading of Ordinance No. 2024-01, an Ordinance of the Board of Directors of the Chino Basin Water Conservation District, adopting a policy prohibiting camping on District owned properties.

DISCUSSION/ANALYSIS

Currently, the District has no formal policy prohibiting unauthorized camping on District owned properties. By adopting and implementing this proposed Ordinance, the District will specifically address and authorize remedial measures to be taken in response to unauthorized camping on District owned property.

The proposed Ordinance will prohibit camping in or on Chino Basin Water Conservation District owned properties and facilities, without express written authorization, and identifies the types of prohibited camps and camping facilities.

FISCAL IMPACT

There is no fiscal impact associated with the staff recommendation.

ATTACHMENT(S)

Attachment 1: Ordinance No. 2024-01, An Ordinance of the Board of Directors of the Chino Basin water Conservation District, Adopting a Policy Prohibiting Camping on District Owned Properties

ORDINANCE NO. 2024-01**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT, ADOPTING A POLICY PROHIBITING CAMPING ON DISTRICT OWNED PROPERTIES**

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT DOES ORDAIN AS FOLLOWS:

SECTION 1. Purpose and Authority. The purpose of this Ordinance is to establish a District policy prohibiting the establishment or erection of a camp or camping facility, as defined herein, or camping on Chino Basin Water Conservation District (District) owned properties or facilities.

SECTION 2. Prohibition of Camping. The following definitions, provisions and statement are hereby ordained by the Board of Directors:

- A. Camp or camping facility.** Camp or camping facility means tents, huts, other physical shelters (whether of natural or synthetic material), cots, beds, bedding material, hammocks, bedrolls, or fire pits.
- B. Camping prohibited.** No person shall erect, maintain, or occupy a camp or camping facility of any kind on any area owned or operated by the Chino Basin Water Conservation District, unless specifically authorized by the District in writing prior to erection of the camp or camping facility.
- C. Enforcement.** Any person or persons violating this Ordinance will be requested to promptly dismantle and remove from District property the camp or camping facility. Alternatively, local law enforcement or code enforcement services may be contacted and requested to arrange for the removal of any camp or camping facility, and for the removal of any person who does not have written authorization from the District to be on District owned property.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The Board of Directors hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held to be unconstitutional or unlawful.

SECTION 4. Effective Date. This Ordinance shall become effective and be in full force and operation from and after thirty-one (31) days after its final passage and adoption.

SECTION 5. Publication. The Board Secretary shall certify the adoption of the Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED this 13th day of May 2024.

Mark Ligtenberg, Board President

ATTEST: _____
Elizabeth Willis, Board Secretary

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular board meeting on the 8th day of April 2024 and was adopted by the Board of Directors of the Chino Basin Water Conservation District at the meeting held on the 13th day of May 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elizabeth Willis, Board Secretary



STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: May 13, 2024

FROM: Elizabeth Willis, General Manager

BY: Elizabeth Willis, General Manager

SUBJECT: **APPROVE DIRECTOR ATTENDANCE AT THE CALIFORNIA SPECIAL DISTRICT ASSOCIATION (CSDA) ANNUAL CONFERENCE, LEADERSHIP ACADEMY, AND ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) ANNUAL CONFERENCE**

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Director attendance for the CSDA Annual Conference, Leadership Academy, and the ACWA Annual Conference.

BACKGROUND

On an annual basis, the Board of Directors review and approve a list of upcoming events which require travel and/or overnight stays. Staff has identified three upcoming events which would require pre-approval from the Board of Directors.

DISCUSSION/ANALYSIS

CSDA Annual Conference – September 9, 2024 – September 12, 2024 – Indian Wells, California.

CSDA Leadership Academy – November 3, 2024 – November 6, 2024 – San Rafael, California.

ACWA Annual Conference – December 3, 2024 – December 5, 2024 – Palm Desert, California.

FISCAL IMPACT

There is no fiscal impact as Director attendance at conferences are already budgeted for in Account No. 51210.

ATTACHMENT(S)

None.



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STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: May 13, 2024

FROM: Elizabeth Willis, General Manager

BY: Elizabeth Willis, General Manager

SUBJECT: FISCAL YEAR 2024–2025 PRELIMINARY BUDGET, CLASSIFICATION AND COMPENSATION SCHEDULE, MASTER SALARY CHART, AND CHANGES TO THE CONSERVATION SPECIALIST II JOB DESCRIPTION

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review, discuss, provide, and feedback on the Fiscal Year 2024–2025 Preliminary Budget, Classification and Compensation Schedule, and Master Salary Chart, and approve the updated job descriptions for Conservation Specialist I/II, effective July 1, 2024.

BACKGROUND

The proposed budget reflects the District’s mission to sustain a regional water supply through public stewardship by engaging the public through demonstration, education, and percolation strategies to ensure our region’s water needs are efficiently met. The budgeting process was a collaborative process, in which all the managers of each department met with the General Manager and the District’s accountant from Eide Bailly to set forth priorities and develop programs.

The FY 24-25 budget includes \$858,000 for capital projects, including basin restoration projects and the construction of the outdoor amphitheater. The budget does not include a line item for purchasing water, as staff seeks direction from the Board on that matter.

On April 24, 2024, the Finance Committee met to discuss the FY 24-25 preliminary budget and recommended amending the preliminary budget to include the classification and compensation study previously approved by the Board on March 11, 2024.

DISCUSSION/ANALYSIS

Fiscal Year 2024-2025 Revenues

District revenues are primarily supported by property taxes which are collected by the County of San Bernardino. The FY 24-25 budget is built with a 2% increase to projected FY 23-24 revenues and totals **\$4,682,000**. This projected 2% increase excludes the RDA Pass-Thru assessment revenues, which are conservatively budgeted at the projected year-end revenues for FY 23-24. It is important to note that over the past 20 years, the average rate of increase of property taxes has been approximately 7%. However, staff strongly supports the fiscally conservative practice of budgeting at a 2% increase as it is difficult, if not impossible, to know how tax revenues will behave in any specific year.

The District is enrolled in the Teeter Program, which enables full collection of property tax revenues allocated to CBWCD each year regardless of delinquency and penalty payments. The county government then collects and keeps the delinquency and penalty payments, but the District is protected against non-payment of property taxes. However, the Teeter Program is not available for RDA Pass-Thru funds.

Fiscal Year 2024-2025 Expenditures

District Wages considers full staffing for the full 12 months, as well as medical benefits and retirement expenses. Staff proposes allocating \$2,416,300 in wages, taxes, and benefits, which is \$255,300, or approximately 11.8% higher than the FY 23-24 budget for total compensation as adopted by the Board in June 2023, which was \$2,161,000.

The total expenditures proposed under this budget at **\$5,222,000**, which includes planned expenditures of \$540,000 of District Reserves. Reserve fund expenditures include \$345,000 from Recharge Improvement Reserve, \$100,000 from District Facilities Reserve, and \$95,000 from Unassigned Reserve.

Classification and Compensation Schedule and Master Salary Chart

The updated Classification and Compensation Schedule listing the job titles, labor grades, and numbers per title that staff suggests will be filled during the upcoming fiscal year is attached herein as Attachment 4. In addition, and Master Salary Chart which lays out the compensation for each of the twelve steps for each labor grade at the District is attached here in as Attachment 5. This salary chart includes a proposed 3% cost of living increase, which, with Board approval, would become effective on January 1, 2025.

Staff is also recommending filling the long-vacant position of Conservation Specialist II with the current Conservation Specialist I. This move would allow the existing staff person to tackle a wider and more complex job functions, including:

- Taking over as the primary point of contact for conservation staff serving water retail agencies in the Chino Basin,
- Representing the District at assigned interagency meetings,
- Representing the District at water and landscape industry conferences and events, and
- Tracking new and ongoing state, local, and federal policy related to urban water conservation and landscape water use efficiency while providing information and presentations about policies to local agencies, stakeholders, and landscape and irrigation contractors, who generally do not understand how these regulations will impact their businesses or how to address them.

These new functions will allow the District to deepen its bench of experts speaking on water use efficiency to the outside world. On March 27, 2024, the Personnel Committee met to review the updated job descriptions and recommended bringing them before the Board for approval.

In addition, after further review of the budget, staff discovered that \$50,000 for the retail nursery was inadvertently left out of the FY 24-25 as planned. Those funds have been included under capital costs in the Five-Year Capital Plan.

FISCAL IMPACT

The Proposed Fiscal Year 24-25 Budget totals **\$5,222,000** and is supported by \$4,682,000 in property tax revenues and the use of \$540,000 of reserve funds. Of the reserve funds, \$345,000 was strategically placed in Recharge Improvement Reserves in the FY 23-24 Budget Modification for recharge improvement projects in FY 24-25 and \$100,000 is proposed to come from the District Facilities Reserve Fund. An additional \$95,000 is proposed to be drawn from the Unassigned Reserve.

ATTACHMENT(S)

Attachment 1: Proposed FY 2024-2025 Budget

Attachment 2: FY 2024-2025 Budget Narrative

Attachment 3: Classification and Compensation Schedule effective June 10, 2025

Attachment 4: Classification and Compensation Schedule effective January 1, 2025

Attachment 5: Master Salary Chart, effective January 1, 2024

Attachment 6: Master Salary Chart, including proposed 3% increase effective January 1, 2025

Attachment 7: Conservation Specialist I – Updated Job Description

Attachment 8: Conservation Specialist II – Updated Job Description



**General Fund
Proposed Budget
Fiscal Year 2024/25**

	A	B	C
	FY 2023/24 Adopted Budget	FY 2023/24 Projected Ending	FY 2024/25 Proposed Budget
1 Revenue			
2 Property Tax & Assessment Revenue	\$ 2,865,000	2,865,000	2,922,800
3 Redevelopment Agency ABx1 26	1,300,000	1,300,000	1,300,000
4 Interest Income	400,000	433,200	433,200
5 Miscellaneous Income	24,700	24,800	26,000
6 Total Revenue	4,589,700	4,623,000	4,682,000
7 Expenditures			
8 Salaries and Benefits			
9 Employee Wages - Salaried	645,300	645,000	686,800
10 Employee Wages - Hourly	859,900	859,000	935,500
11 Employee Wages - Interns	72,000	56,900	82,000
12 Health Benefits	273,800	280,300	319,900
13 Payroll Taxes	127,700	122,400	135,100
14 CalPERS Retirement Normal Costs	130,600	130,600	144,400
15 CalPERS Retirement UAL (Required)	41,300	41,300	53,800
16 Education, Training & Travel	48,100	48,100	58,800
17 Total Salaries and Benefits	2,198,700	2,183,600	2,416,300
18 General and Administrative			
19 Legal	90,000	90,200	100,000
20 Engineering	30,000	30,000	50,000
21 Audit & Accounting	90,000	95,000	95,000
22 General Consulting	112,500	112,500	180,000
23 Administrative Support	10,000	13,800	-
24 Insurance	94,200	93,600	104,000
25 Board of Directors	105,100	92,200	97,600
26 Election Expenses	-	-	45,000
27 Dues & Subscriptions	43,600	43,600	42,300
28 Office Utilities	39,500	31,700	34,500
29 Agenda Management Software	7,000	-	-
30 Computer / Information Technology Software and	47,200	47,200	60,700
31 Office Equipment & Supplies	50,100	55,900	53,400
32 Telecommunications	27,500	27,500	23,800
33 Maintenance/Janitorial	17,300	17,300	15,700
34 Banking, Payroll & Collection Fees	22,700	21,000	21,900
35 Recruitment	5,000	5,000	5,000
36 Total General and Administrative	\$ 791,700	\$ 776,500	\$ 928,900

General Fund Proposed Budget Fiscal Year 2024/25

	A	B	C
	FY 2023/24 Adopted Budget	FY 2023/24 Projected Ending	FY 2024/25 Proposed Budget
37 Facilities and Operations			
38 Basin Percolation Maintenance	56,000	\$ 56,000	\$ 421,000
39 Landscape and Irrigation	73,600	73,600	90,600
40 Fencing	45,000	45,000	32,000
41 Structural Maintenance	75,800	75,800	56,500
42 Signage	4,500	10,000	26,500
43 Hardscape	17,200	17,200	20,000
44 Facilities	10,000	400	10,000
45 Equipment & Vehicles	28,200	27,200	26,000
46 Uniforms	10,700	10,700	11,700
47 Weed Abatement and Pest / Critter Control	29,200	30,200	36,000
48 Trash Cleanup & Disposal	10,000	10,000	10,000
49 Utilities, Permits, Fees & Miscellaneous	14,000	8,200	10,000
50 Total Facilities and Operations	374,200	364,300	750,300
51 Public Relations/Education			
52 District Events	40,700	49,400	103,000
53 School Tours	40,000	40,000	40,000
54 Advertising & Strategic Communications	64,000	54,000	49,100
55 Web Design and Maintenance	25,700	25,700	25,400
56 Public Education/Workshops	16,800	16,800	21,000
57 Community Sponsorships	2,500	2,500	5,000
58 Youth Program Supplies	2,500	3,000	2,000
59 Informational Materials	4,600	4,600	6,000
60 Supplies/Giveaways	10,000	11,700	11,000
61 Lobby Display Rotation	3,500	3,500	6,000
62 Total Public Relations/Education	210,300	211,200	268,500
63 Total Capital Expenditures	535,600	437,400	858,000
64 Total Expenditures	4,110,500	3,973,000	5,222,000
65 Net Revenue / (Expenditures)	479,200	650,000	(540,000)
66 Use of (Addition to) Recharge Improvements Reserve	(300,000)	(300,000)	345,000
67 Use of (Addition to) District Facilities Reserve	-	-	100,000
68 Use of (Addition to) Unassigned Reserve	(179,200)	(350,000)	95,000
69 Net Balance	\$ -	\$ -	\$ -

District Reserves Fiscal Year 2024/25

	A	B	C
	FY 2023/24 Beginning Balance	FY 2023/24 Projected Balance	FY 2024/25 Projected Balance
Reserves			
Major Structural Failures	\$ 2,350,000	\$ 2,350,000	\$ 2,350,000
Recharge Improvements	2,350,000	2,650,000	2,305,000
District Facilities	300,000	300,000	200,000
Pension Liability	819,854	819,854	819,854
Compensated Absences	67,774	67,774	67,774
Operations	1,808,150	1,808,150	2,182,000
Unassigned	4,834,638	5,184,638	4,715,788
Total Reserves	\$ 12,530,417	\$ 13,180,417	\$ 12,640,417



5-Year Capital Plan Proposed Budget Fiscal Year 2024/25

	A	B	C	D	E	F
	FY 2023/24 Adopted Budget	FY 2023/24 Projected Ending	FY 2024/25 Proposed Budget	FY 2025/26 Projected Budget	FY 2026/27 Projected Budget	FY 2027/28 Projected Budget
1 Capital Expenditures						
2 Permanent Signage - Interpretive and Other	15,000	-	15,000	15,000	100,000	50,000
3 Truck	65,000	66,100	-	80,000		
4 Ely Basin No. 3 - Asphalt Driveway	20,000	-	-	40,000		
5 Amphitheatre Roof and Upgrades	60,000	60,000	500,000	100,000		
6 College Heights - Iron Fencing	15,000	-	-			
7 Waterwise Community Center Lobby Displays	7,200	7,100	-			
8 Brooks Basin Fencing	300,000	300,000	-			
9 Drinking Fountain	4,200	4,200	-			
10 Parking Lot	-	-	40,000			
11 HVAC - Conservation Office	-	-	35,000			
12 Natural Playground	-	-	50,000	250,000	400,000	
13 Retail Nursery	-	-	50,000			
14 Security Upgrades	-	-	-		200,000	
15 Bus Shelter	-	-	-			150,000
16 Montclair Basin No.4 Overflow Enhancement	-	-	-			30,000
17 Major Structural Failures	-	-	90,000	90,000	90,000	200,000
18 Contingency - 10% of Total	49,200	-	78,000	57,500	79,000	43,000
19 Total Capital Expenditures	\$ 535,600	\$ 437,400	\$ 858,000	\$ 632,500	\$ 869,000	\$ 473,000
District Funded	535,600	437,400	413,000	632,500	719,000	473,000
Reserve Funded	-	-	445,000	-	150,000	-

Chino Basin Water Conservation District

FY 25 Proposed Budget

General Fund Revenue and Expenditures

Revenue

Line 2 - Property Tax & Assessment Revenue includes Ad Valorem tax revenue levied by San Bernardino County. [Increase 2% over FY 24 projected actual revenue.](#)

Line 3 - Redevelopment Agency ABx126 includes collections remitted by the successor agency of the former Redevelopment Agency (RDA) in compliance with ABX 126 and AB 1484. [No increase for FY 25.](#)

Line 4 - Interest Income includes earnings from cash and investments held with Wells Fargo Bank, CalTrust, and Local Agency Investment Fund (LAIF). [No increase for FY 25.](#)

Line 5 - Miscellaneous Income includes the Inland Empire utility agreement revenue, land lease revenue, credit card incentives, and other unpredictable sources of revenue. [Increase 5% over FY 24 projected actual revenue.](#)

Line 6 - Total Revenue includes annual recurring revenue. [Net increase of 1% over FY 24 projected actual revenue.](#)

Expenditures

Line 9 - Employee Wages - Salaried includes employee wages for salaried employees. [Increase 6% for merit/step increases and 3% cost of living increases.](#)

Line 10 - Employee Wages - Hourly includes employee wages for hourly employees. [Increase 9% for merit/step increases, 3% cost of living increases, employee reclassifications, and the movement of an employee from part-time to full-time.](#)

Line 11 - Employee Wages - Interns includes wages budgeted for four internship positions. [Increase 44% for merit/step increases, 3% cost of living increases, and the addition of an intern in the facilities department.](#)

Line 12 - Health Benefits include the District's contribution toward health, dental, vision, life, and disability insurance benefits for employees. [Increase 14% for rate increases and the movement of an employee from part-time to full-time.](#)

Line 13 - Payroll Taxes includes the District's portion of Federal and State taxes. [Increase 10% for employee wage increases in lines 10-12.](#)

Line 14 - CalPERS Retirement Normal Costs includes the District's portion of employee retirement benefits. [Increase 11% for employee wage increases in lines 10-12.](#)

Line 15 - CalPERS Unfunded Accrued Liability Payment is the annual payment required to pay down the unfunded accrued liability. [Increase 30% based on the CalPERS valuation report.](#)

Chino Basin Water Conservation District

FY 25 Proposed Budget

Line 16 - Education, Training & Travel includes expenses for tuition reimbursements, staff education, various conferences, mileage, food per diem and hotels for travel. [Increase 22% for additional staff participation in training and educational events.](#)

Line 19 - Legal includes various legal expenses. [Increase 11% for anticipated legal services.](#)

Line 20 - Engineering includes general engineering changes to the basin, inspections, and improvement recommendations. [Maintain consistent budget year to year.](#)

Line 21 - Audit and Accounting includes external audit and accounting services. [No increase for FY 25.](#)

Line 22 - General Consulting includes contracts for graphic design, grant writing, human resource consulting, communication consulting, and other miscellaneous services, including planning for 75th Anniversary events. [Increase 60% for additional 75th anniversary expenses and a classification and compensation study.](#)

Line 23 - Administrative Support includes contract services for administrative staff vacancies. [No expenses are budgeted for FY 25.](#)

Line 24 - Insurance includes property, liability, and worker's compensation insurance. [Increase 11% for rate increases.](#)

Line 25 - Board of Directors includes meeting stipends, meals, conferences, health and life insurance, mileage, travel, and miscellaneous expenses. [Increase 6% for additional conference and event attendance.](#)

Line 26 - Election Expenses includes Board member election expenses every other year. [Budget \\$45,000 for anticipated expenses.](#)

Line 27 - Dues & Subscriptions includes community and professional organization dues and subscriptions. [Decrease 3% for shared electronic subscriptions.](#)

Line 28 - Office Utilities includes gas, electricity, and water charges for the District. [Increase 9% for higher rates.](#)

Line 29 - Agenda Management Software includes annual maintenance for software used to structure, organize, and distribute meeting agendas. [Budget line is included in Computer / Information Technology Support for FY 25.](#)

Line 30 - Computer/Information Technology Support includes computer software, maintenance, and technology services. [Increase 29% for higher contract and subscription costs and the transfer of agenda management software from line 29.](#)

Line 31 - Office Equipment & Supplies includes copier lease and maintenance expenses, office furniture, computer and printer supplies, postage, and miscellaneous expenses. [Decrease 2% based on FY 24 projected actual expenses.](#)

Chino Basin Water Conservation District

FY 25 Proposed Budget

Line 32 – Telecommunications includes phone, wireless, and internet services. Decrease 13% for a change in service provider.

Line 33 – Maintenance/Janitorial includes routine facility maintenance, cleaning services, and supplies. Decrease 9% based on FY 24 projected actual expenses.

Line 34 – Banking, Payroll, & Collection Fees includes payroll processing, banking, and County tax collection fees. Increase 4% for increased rates.

Line 35 – Recruitment includes costs of recruiting for vacant employment position. No increase for FY 25.

Line 38 – Basin Percolation Maintenance includes ripping the floor of the basins, tract walking, and other activities designed to increase percolations rates. Increase for basin restoration. Funding includes use of the Recharge Improvements Reserve.

Line 39 – Landscape and Irrigation includes grounds maintenance, landscaping services, irrigation expenses, small tool purchases, and supplies. Increase 23% for replacement plants, tree trimming, new irrigation installation, and backflow testing.

Line 40 – Fencing includes maintenance and repairs for various District fences. Decrease 29% for the deferral of fencing projects to the following fiscal year.

Line 41 – Structural Maintenance includes HVAC maintenance, security maintenance, painting, parking lot resurfacing, and other various projects. Decrease 25% for the transfer of various maintenance projects to replacement/capital projects.

Line 42 – Signage includes non-capitalized building and garden signage. Increase for vertical signage and banners at basins.

Line 43 – Hardscape includes concrete work, stucco repair and road repair. Increase 16% for various projects.

Line 44 – Facilities includes miscellaneous facility repairs. Maintain a consistent budget year to year. Budget indicates increase over FY 24 projected actual expenses because of fluctuating and unanticipated activity.

Line 45 – Equipment & Vehicles includes vehicles, repair and maintenance, and fuel. Decrease 4% based on FY 24 projected actual expenses.

Line 46 – Uniforms include employee uniforms. Increase 9% for staff and Board attire at community events.

Line 47 – Weed Abatement and Pest/Critter Control includes services required for weed abatement and pest control. Increase 19% for additional weed abatement at the basins.

Line 48 – Trash Cleanup & Disposal includes trash and green waste services, street cleanup, and miscellaneous disposal services. No increase for FY 25.

Chino Basin Water Conservation District

FY 25 Proposed Budget

Line 49 – Utilities, Permits, Fees & Miscellaneous includes miscellaneous permits and fees and operating utilities. [Increase 22% for higher utility rates.](#)

Line 52 – District Events includes various outreach events, the water fair, and the poster art contest. [Increase for 75th anniversary enhancements.](#)

Line 53 – School Tours includes bus expenses for school tours. [No increase for FY 25.](#)

Line 54 – Advertising & Strategic Communications includes mailers, printing, and various promotional pieces to promote the 75th Anniversary. [Decrease 9% based on FY 24 projected actual expenses.](#)

Line 55 – Web Design and Maintenance includes service agreements to maintain and upgrade the District's website. [Decrease 1% for projected expenses.](#)

Line 56 – Public Education/Workshops includes educational workshops for the public. [Increase 25% for additional workshops.](#)

Line 57 – Community Sponsorships includes miscellaneous community sponsorships. [Increase for additional community sponsorships.](#)

Line 58 – Youth Program Supplies includes miscellaneous supplies for youth programming. [Decrease 33% for projected expenses.](#)

Line 59 – Informational Materials includes educational workshop brochures and handouts. [Increase 30% for election flyers.](#)

Line 60 – Supplies/Giveaways include giveaways for public events and workshops. [Decrease 6% for projected actual expenses.](#)

Line 61 – Lobby Display Rotation includes various educational displays in the Waterwise Community Center. [Increase for additional displays.](#)

Line 63 – Total Capital Expenditures include capital projects detailed in the 5-year capital plan / proposed budget for FY 25.

Line 65 – Net Revenue/(Expenditures) includes budgeted revenue over expenditures. [The FY 25 Budget projects expenditures greater than revenue of \\$540,000. The Recharge Improvements Reserve, District Facilities Reserve, and Unassigned Reserve will be utilized to balance the budget.](#)

Chino Basin Water Conservation District

FY 25 Proposed Budget

Capital Expenditures

Line 2 - Permanent Signage – Interpretive and Other includes the design and installation of district-wide signage. Basin structural poles are budgeted for FY 25.

Line 3 – Truck includes the purchase of a new truck. The truck was purchased in FY 24 and there is no budget for FY 25.

Line 4 – Ely Basin No. 3 – Asphalt Driveway includes multiple driveways at the Ely Basin. The driveways will be replaced, rather than repaired in FY 25.

Line 5 - Amphitheatre Roof & Upgrades includes construction and installation of a roof over the amphitheater and upgrades to the amphitheater. Planning costs were incurred in FY 24 and the projected is anticipated to take place in FY 25 and FY 26.

Line 6 – College Heights – Iron Fencing includes new fencing at the College Heights location. The project has been removed from the Capital Plan.

Line 7 – Waterwise Community Center Lobby Displays include permanent displays in the Waterwise Community Center. The displays are anticipated to be completed in FY 24 and there is no budget for FY 25.

Line 8 – Brooks Basin Fencing includes the replacement of the Brooks Basin fence. The replacement is anticipated to be completed in FY 24 and there is no budget for FY 25

Line 9 – Drinking Fountain includes the purchase of a drinking fountain for the District. The project was completed in FY 24 and there is no budget for FY 25.

Line 10 – Parking Lot includes replacement of multiple areas of the District parking lot. The projected is anticipated to be completed in FY 25.

Line 11 - HVAC – Conservation Office includes the potential replacement of a portion of the HVAC system. The project is in the assessment stage and is anticipated to be completed in FY 25.

Line 12 – Natural Playground includes the conceptual planning, design, and construction of a natural playground. Planning and design will begin in FY 25 with anticipated construction in FY 26 and FY 27.

Line 13 – Retail Nursery includes the planning and development of an on-site retail nursery. Planning and construction are anticipated to be completed in FY 25.

Line 14 - Security Upgrades includes various upgrades for the District. Implementation is anticipated for FY 27.

Chino Basin Water Conservation District

FY 25 Proposed Budget

Line 15 – Bus Shelter includes construction of a bus shelter. Planning and construction are anticipated for FY 28.

Line 16 – Montclair Basin No. 4 Overflow Enhancement includes overflow enhancements. Planning and construction are anticipated for FY 28.

Line 17 – Major Structural Failures includes unanticipated structural expenses. There are no projected actual expenses for FY 24. The line is budgeted each year.

Line 18 - Contingency includes unanticipated capital expenses and costs higher than budgeted for approved projects. The Contingency budget for FY 25 is 10% of total budgeted projects.

Line 19 – Total Capital Expenditures includes the amount budgeted for the use of District general funds and reserves. Total capital expenditures are budgeted for \$858,000, \$413,000 from the General Fund, \$345,000 from the Recharge Improvements Fund, and \$100,000 from the District Facilities Reserve Fund.

The 5-year Capital Plan has been revised and projected through FY 2027/28. The following projects were removed from the Capital Plan and replaced with other District priorities:

1. Dump Trailer
2. Watering Tank Trailer
3. Waterwise Community Center Lobby Remodel

**CHINO BASIN WATER CONSERVATION DISTRICT
CLASSIFICATION AND COMPENSATION SCHEDULE**

EFFECTIVE: June 10, 2024

Board Approval Date: 03/11/2024 06/10/24 subject to Board approval (last revised ~~10/9/23~~ 03/11/24)

	FY 23/24	FY 24/25		DAY OF SERVICE		*MAX WITH COLA
ELECTED OFFICIALS						
Board Members	7	7		\$ 200	\$ 200	N/A
<i>*Per Ordinance No. 23-01 - \$200 per event, up to 10 events per calendar month</i>						
MANAGEMENT CLASSIFICATION (EXEMPT)			RANGE	ANNUAL SALARY RANGE		*MAX WITH COLA
Conservation Programs Manager	1	1	249	\$ 102,517	\$ 134,511	\$ 138,578
Community Programs Manager	1	1	249	\$ 102,517	\$ 134,511	\$ 138,578
Facilities & Operations Manager	1	1	249	\$ 102,517	\$ 134,511	\$ 138,578
Administrative Services Manager	1	1	250	\$ 105,080	\$ 137,874	\$ 142,042
General Manager	1	1	N/A	No Range		
HOURLY CLASSIFICATIONS (NON-EXEMPT)			RANGE	HOURLY RANGE		*MAX WITH COLA
Administration						
Administrative Services Intern	0	0	106	\$ 17.06	\$ 22.37	\$ 23.04
Administrative Assistant I	0	0	125	\$ 27.25	\$ 35.75	\$ 36.83
Administrative Assistant II	1	1	128	\$ 29.34	\$ 38.50	\$ 39.67
Administrative Analyst	1	1	132	\$ 32.39	\$ 42.50	\$ 43.78
Board Clerk	1	1	138	\$ 37.56	\$ 49.29	\$ 50.78
Community Programs						
Youth Programs Teaching Assistant	0.5 (2)	0.5 (2)	106	\$ 17.06	\$ 22.37	\$ 23.04
Outreach & Public Affairs Intern	0	0	106	\$ 17.06	\$ 22.37	\$ 23.04
Community Programs Assistant	0	0	113	\$ 20.26	\$ 26.58	\$ 27.39
Community Programs Educator I	0	0	115	\$ 21.29	\$ 27.93	\$ 28.78
Community Programs Educator II	3	3	125	\$ 27.25	\$ 35.75	\$ 36.83
Community Outreach Specialist	0	0	131	\$ 31.60	\$ 41.46	\$ 42.72
Community Programs Specialist	0	0	131	\$ 31.60	\$ 41.46	\$ 42.72
Conservation Programs						
Conservation Programs Intern	1	0.5 (2)	106	\$ 17.06	\$ 22.37	\$ 23.04
Receptionist	0.5	0.5	110	\$ 18.81	\$ 24.69	\$ 25.43
Conservation Landscape Worker I	1	1	110	\$ 18.81	\$ 24.69	\$ 25.43
Conservation Landscape Worker II	0	0	114	\$ 20.77	\$ 27.25	\$ 28.07
Conservation Technician I	0	0	115	\$ 21.29	\$ 27.93	\$ 28.78
Conservation Technician II	2	2	125	\$ 27.25	\$ 35.75	\$ 36.83
Conservation Specialist I	1	0	131	\$ 31.60	\$ 41.46	\$ 42.72
Conservation Specialist II	0	1	134	\$ 34.03	\$ 44.65	\$ 46.00
Facilities & Operations						
Facilities & Operations Trades Intern	0	1	106	\$ 17.06	\$ 22.37	\$ 23.04
Landscape / Maintenance Worker I	1	1	110	\$ 18.81	\$ 24.69	\$ 25.43
Landscape / Maintenance Worker II	0	0	114	\$ 20.77	\$ 27.25	\$ 28.07
Landscape Maintenance Worker III	1	1	125	\$ 27.25	\$ 35.75	\$ 36.83
Facilities & Basins Technician	1	1	131	\$ 31.60	\$ 41.46	\$ 42.72

Total of 18 full-time equivalent (FTEs) positions were approved by the Board on 6/10/2023

*** A COLA of 3% will be effective January 1, 2025**

**CHINO BASIN WATER CONSERVATION DISTRICT
CLASSIFICATION AND COMPENSATION SCHEDULE**

EFFECTIVE: January 1, 2025

Board Approval Date: 03/11/2024 06/10/24 subject to Board approval (last revised 10/9/23- 03/11/24)

	FY 23/24	FY 24/25		approved 6/10	
ELECTED OFFICIALS				DAY OF SERVICE	
Board Members	7	7		\$ 200	\$ 200
<i>*Per Ordinance No. 23-01 - \$200 per event, up to 10 events per calendar month</i>					
MANAGEMENT CLASSIFICATION (EXEMPT)			RANGE	ANNUAL SALARY RANGE	
Conservation Programs Manager	1	1	249	\$ 105,616	\$ 138,578
Community Programs Manager	1	1	249	\$ 105,616	\$ 138,578
Facilities & Operations Manager	1	1	249	\$ 105,616	\$ 138,578
Administrative Services Manager	1	1	250	\$ 108,257	\$ 142,042
General Manager	1	1	N/A	No Range	
HOURLY CLASSIFICATIONS (NON-EXEMPT)			RANGE	HOURLY RANGE	
Administration					
Administrative Services Intern	0	0	106	\$ 17.57	\$ 23.04
Administrative Assistant I	0	0	125	\$ 28.07	\$ 36.83
Administrative Assistant II	1	1	128	\$ 30.23	\$ 39.67
Administrative Analyst	1	1	132	\$ 33.37	\$ 43.78
Board Clerk	1	1	138	\$ 38.70	\$ 50.78
Community Programs					
Youth Programs Teaching Assistant	0.5 (2)	0.5 (2)	106	\$ 17.57	\$ 23.04
Outreach & Public Affairs Intern	0	0	106	\$ 17.57	\$ 23.04
Community Programs Assistant	0	0	113	\$ 20.87	\$ 27.39
Community Programs Educator I	0	0	115	\$ 21.93	\$ 28.78
Community Programs Educator II	3	3	125	\$ 28.07	\$ 36.83
Community Outreach Specialist	0	0	131	\$ 32.56	\$ 42.72
Community Programs Specialist	0	0	131	\$ 32.56	\$ 42.72
Conservation Programs					
Conservation Programs Intern	1	0.5 (2)	106	\$ 17.57	\$ 23.04
Receptionist	0.5	0.5	110	\$ 19.38	\$ 25.43
Conservation Landscape Worker I	1	1	110	\$ 19.38	\$ 25.43
Conservation Landscape Worker II	0	0	114	\$ 21.40	\$ 28.07
Conservation Technician I	0	0	115	\$ 21.93	\$ 28.78
Conservation Technician II	2	2	125	\$ 28.07	\$ 36.83
Conservation Specialist I	1	0	131	\$ 32.56	\$ 42.72
Conservation Specialist II	0	1	134	\$ 35.06	\$ 46.00
Facilities & Operations					
Facilities & Operations Trades Intern	0	0.5 (1)	106	\$ 17.57	\$ 23.04
Landscape / Maintenance Worker I	1	1	110	\$ 19.38	\$ 25.43
Landscape / Maintenance Worker II	0	0	114	\$ 21.40	\$ 28.07
Landscape Maintenance Worker III	1	1	125	\$ 28.07	\$ 36.83
Facilities & Basins Technician	1	1	131	\$ 32.56	\$ 42.72

Total of 18 full-time equivalent (FTEs) positions were approved by the Board on 6/10/2023 4

***A COLA of 3% was incorporated effective January 1, 2025**



POSITION	Conservation Specialist I
SALARY GRADE	131
CLASSIFICATION	Full-Time, 40 hours per week, Non-exempt under the Fair Labor Standards Act (FLSA)
DATE	July 16, 2018 May 13, 2024 (subject to Board approval)

ABOUT THE DISTRICT

Chino Basin Water Conservation District (District) is recognized throughout the state as an innovative, energetic, and effective water conservation organization. The District is dedicated to the protection of the Chino Groundwater Basin to ensure that the current and future water needs of the region will be met. Its core business is two-pronged: (1) increase water supply through groundwater percolation; and (2) decrease water demand through conservation education, workforce training, and services. The District provides programs, services, and resources to audiences of all ages and backgrounds to cultivate a community-wide conservation ethic and build regional capacity for water resilience.

ABOUT THE DEPARTMENT

The Conservation Programs Department provides:

- Landscape audits and retrofits.
- Landscape design and horticultural consultations.
- Irrigation audits and training.
- Professional development courses and certification programs for landscape professionals
- Green infrastructure and low impact development programs that promote water conservation.
- Classes and workshops for residents related to water conservation, landscape transformations and water efficiency.
- Administration of grants and contracts to develop and deliver audit, landscape transformation, efficient irrigation and onsite water percolation services and programs.

ABOUT THE POSITION

The Conservation Specialist I leads and coordinates assigned programs within the Conservation Programs Department, working in coordination with and under supervision of the Conservation Programs Manager and performs a wide variety of tasks in support of the District's mission. **The Conservation Specialist I position differs from the Conservation Specialist II in that it requires a minimum of 3-4 years of intermediate level experience in the field.**

SUMMARY/OBJECTIVE

The Conservation Specialist I is responsible for conservation program development, implementation, and assessment; development, delivery, and assessment of water conservation and landscape related classes to the public and landscape professionals; development, delivery, and assessment of assistance programs; and other duties listed below.

ESSENTIAL FUNCTIONS

Primary duties include, but are not limited to:

- Providing day-to-day operations of district conservation programs as assigned.
- Developing and implementing program integrated follow-up processes for identifying areas of customer comment and improving district performance for administered programs.
- Data collection, analysis, and reporting on the effectiveness of relevant District programs to District management, Board of Directors, or other agencies, as required.
- Contributing to the development of new and improvement of existing District programs.
- Developing, delivering, and program coordination of training and classes for community members on low water use garden design, irrigation systems, landscape conversion and water conservation.
- Participating in the management, content development, administration, and delivery of professional development programs for industries related to water conservation.
- Developing outreach strategies to ensure high levels of participation in District programs.
- Executing outreach strategies including promoting programs through direct communication, flyers, newsletters, and press releases, in coordination with Conservation Programs Manager and other District staff.
- Working with Conservation and Community Programs teams to develop quality research and informational events, workshops and materials on timely water conservation issues.
- Supporting and actively participating in various water conservation programs and technical information programs such as Water Awareness Month activities, Earth Day events, and other programs.
- Supporting and assisting with the full range of water conservation duties and programming performed by the District, as assigned.
- Representing the District with the public, community organizations, local businesses and institutions, and representatives of other agencies as assigned.
- Developing program and project budgets and schedules.
- Can be called upon to participate in maintenance or planning related to District landscapes.
- Consulting and assisting with district irrigation systems and water management.
- Performing special projects and related duties as assigned.

COMPETENCIES

Knowledge and experience, skills, and abilities that the employee must possess to effectively perform job and succeed in position.

Knowledge and Experience

- Knowledge of water use efficiency principles and irrigation system and landscape best practices.
- Knowledge of efficient plants best suited for Inland Valley gardens.
- A demonstration passion for water efficient landscaping.
- A track record in working well with coworkers, professional landscapers, contractors, clients, and the public.
- Significant knowledge of sustainable landscapes, horticulture, and water conservation.
- Experience developing and delivering classes and presentations related to water conservation or landscaping.

Skills

- Proficiency with Microsoft Office Suite.
- Possess strong organization, project management, contract accounting, and report writing skills.
- Design, installation and repair of efficient irrigation systems including spray and drip.
- Troubleshooting, programming, and installation of irrigation controllers including smart controllers.
- Preparing water budgets and irrigation schedules.
- Planning, installation, and maintenance of drought tolerant landscapes.

Abilities

- Prepare and deliver clear, concise, well-organized and interesting presentations to a wide variety of audiences having varying levels of technical knowledge.
- Deal tactfully and courteously with internal and external contacts.
- Carry out direction and effectively communicate orally and in writing.
- Work independently as necessary.
- Initiate, observe and maintain effective safety practices.
- Work in fast-paced environment and ensure that Division projects and programs are undertaken and completed successfully in a timely manner.
- Think creatively about new projects and programs.
- Work well in teams, with a focus on results.
- Communicate effectively, orally and in writing, in English with District Board members, co-workers, and the public in face-to-face, one-on-one and group settings.

SUPERVISION

Receives direct supervision from the Conservation Programs Manager. **The incumbent in this position does not routinely exercise supervision.**

POSITION TYPE AND EXPECTED HOURS OF WORK

- **Full-Time, Non-Exempt, Hourly.**
- **The standard work schedule is from 8:00 a.m. to 5:00 p.m., five days each week.**
- **This position requires occasional evenings and weekend work.**

EDUCATION AND EXPERIENCE

- **Minimum High School Diploma or GED is required.**
- ~~Bachelor's degree with~~ Major course work in areas of environmental studies, ecology, horticulture, landscape irrigation science, landscape architecture, urban planning or directly related fields, **OR a minimum of 3-4 years of intermediate** equivalent work experience **is preferred.**
- Candidate will have significant work experience in a landscape business, public agency or non-profit organization with at least 3 years of progressively responsible experience in water conservation, irrigation auditing, horticulture and/or landscaping.

WORK ENVIRONMENT

Indoor and outdoor work, year-round, in all weather conditions. Must be able to work outdoors in heat, direct sun, wind, rain, and cold. Must be able to work indoors seated for extended periods of time.

PHYSICAL DEMANDS

- Bending, sitting, lifting, and driving.
- Travel regularly by company vehicle to field sites.
- Use office equipment such as telephones, computers, printers, and copiers.
- Use field equipment and tools such as soil probes and shovels.
- Walk and work on uneven terrain.
- Sit for extended time periods.
- Hearing and vision within normal range.
- Safely lift and carry up to 50 lbs.

ADDITIONAL ELIGIBILITY QUALIFICATIONS

- Must possess, or obtain within one year of hire, two professional certifications including: Qualified Water Efficient Landscaper Certification (QWEL), Irrigation Association Certified Landscape Irrigation Auditor (CLIA), or other related certification at the Conservation Program Manager's discretion. CBWCD will help employees obtain necessary certifications.
- Valid driver's license and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years duration.

OTHER DUTIES

This job description is not a comprehensive listing of activities, duties or responsibilities that are required of the employee. Other duties, responsibilities and activities may change or be assigned at any time with or without notice.

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POSITION	Conservation Specialist II
SALARY GRADE	134
CLASSIFICATION	Full-Time, 40 hours a week, Exempt Non-exempt under the Fair Labor Standards Act (FLSA)
DATE	July 16, 2018 May 13, 2024 (subject to Board approval)

ABOUT THE DISTRICT

Chino Basin Water Conservation District (District) is recognized throughout the state as an innovative, energetic, and effective water conservation organization. The District is dedicated to the protection of the Chino Groundwater Basin to ensure that the current and future water needs of the region will be met. Its core business is two-pronged: (1) increase water supply through groundwater percolation; and (2) decrease water demand through conservation education, workforce training, and services. The District provides programs, services, and resources to audiences of all ages and backgrounds to cultivate a community-wide conservation ethic and build regional capacity for water resilience.

ABOUT THE DEPARTMENT

The Conservation Programs Department provides:

- Landscape audits and retrofits.
- Landscape design and horticultural consultations.
- Irrigation audits and training.
- Professional development courses and certification programs for landscape professionals
- Green infrastructure and low impact development programs that promote water conservation.
- Classes and workshops for residents related to water conservation, landscape transformations and water efficiency.
- Administration of grants and contracts to develop and deliver audit, landscape transformation, efficient irrigation and onsite water percolation services and programs.

ABOUT THE POSITION

The Conservation Specialist II leads and coordinates assigned programs within the Conservation Programs Department, working in coordination with and under supervision of the Conservation Programs Manager and performs a wide variety of tasks in support of the District's mission. The Conservation Specialist II position is a senior position to the Conservation Specialist I position and requires ~~a wider scope~~ **5 or more years** of advanced knowledge and additional responsibilities related to agency projects, project management, and safety.

SUMMARY/OBJECTIVE

The Conservation Specialist II performs a wide variety of responsible tasks in support of the District's water conservation mission. The Conservation Specialist II is responsible for conservation program development, implementation, and assessment; development, delivery, and assessment of water conservation and landscape related classes to the public and landscape professionals; ~~development, delivery, and assessment of design assistance programs~~ **interfacing and collaborating with service-area water retail and wholesale agencies; Waterwise Community Center and Park irrigation management**; and other duties listed below.

ESSENTIAL FUNCTIONS

Primary duties include, but are not limited to:

- Providing day-to-day operations of district conservation programs as assigned.
- Developing and implementing program integrated follow-up processes for identifying areas of customer comment and improving district performance for administered programs.
- Data collection, analysis, and reporting on the effectiveness of relevant District programs to District management, Board of Directors, or other agencies, as required.
- Contributing to the development of new and improvement of existing District programs.
- Developing, delivering, and program coordination of training and classes for community members on low water use garden design, irrigation systems, landscape conversion and water conservation.
- Participating in the management, content development, administration, and delivery of professional development programs for industries related to water conservation.
- Developing outreach strategies to ensure high levels of participation in District programs.
- Executing outreach strategies including promoting programs through direct communication, flyers, newsletters, and press releases, in coordination with Conservation Programs Manager and other District staff.
- Working with Conservation and Community Programs teams to develop quality research and informational events, workshops and materials on timely water conservation issues.
- Supporting and actively participating in various water conservation programs and technical information programs such as Water Awareness Month activities, Earth Day events, and other programs.
- Supporting and assisting with the full range of water conservation duties and programming performed by the District, as assigned.
- Representing the District with the public, community organizations, local businesses and institutions, and representatives of other agencies as assigned.
- Developing program and project budgets and schedules.
- **Functioning as the primary point of contact for conservation staff at sphere of influence water retail agencies for purposes including programs, inquiries, collaborations, and workshops.**
- **Representing the District at assigned interagency meetings and / or committees including the IEUA Water Use Efficiency work group.**

- Tracking new and ongoing state, local, and federal policy related to urban water conservation and landscape water use efficiency, providing information and presentations about policies to local agencies and stakeholders.
- Can be called upon to participate in maintenance or planning related to District landscapes.
- Consulting and assisting with district irrigation systems and water management.
- ~~Performing special projects and related duties as assigned.~~
- ~~Administering District IIPP and general safety training programs. Ensuring general staff training practices are up to date and compliant with regulations and best practices.~~
- Coordinating with and inspecting work of contractors as assigned.
- Scheduling, coordinating and hosting tours of District facilities with outside organizations as assigned, including ~~supporting school tours as assistance is required~~ providing tours to college and university classes.
- ~~In coordination with operations staff and Conservation Programs Manager, oversee district facilities tree maintenance and basic tree risk assessment, including collecting bids for and supervising the work of tree work contractors;~~
- ~~Consult or assist with district irrigation and water management as assigned;~~
- Leading Waterwise Community Center, Demonstration Garden, and Park irrigation and outdoor water management, consulting on irrigation systems repair and maintenance, in coordination with Conservation Programs Manager determining irrigation programming, responsible for checking irrigation systems, identifying issues, and explaining District irrigation practices at programs and trainings for landscape professionals.
- ~~Consult with or assist with percolation basin maintenance, improvement, and development projects as assigned including planning, contract administration, and contractor oversight; documentation; and reporting.~~
- Coordinating Conservation Programs Team safety training and related reporting and record keeping.
- Representing the District at water and landscape industry conferences and events.
- Performing special projects and related duties as assigned.

COMPETENCIES

Knowledge and experience, skills, and abilities that the employee must possess to effectively perform job and succeed in position.

Knowledge and Experience

- Learned or technical competencies such as federal and state laws and regulations regarding water conservation.
- Knowledge of landscape design principles.
- Knowledge of water use efficiency principles and irrigation system and landscape best practices.
- Knowledge of efficient plants best suited for Inland Valley gardens.
- A demonstration passion for water efficient landscaping.
- A track record in working well with coworkers, professional landscapers, contractors, clients, and the public.

- Significant knowledge of sustainable landscapes, horticulture, and water conservation.
- Experience developing and delivering classes and presentations related to water conservation or landscaping.

Skills

- Competency in applying technical knowledge and carrying out a learned activity; uses knowledge of a subject or area appropriately to achieve desired results; successful application of knowledge to carry out tasks; putting knowledge and technical skills to beneficial use in a unique, efficient, effective manner. For example, experience in applying principles of landscape design and knowledge of drought-tolerant plants to public spaces, applying knowledge of social media and analytics to develop outreach campaign, educator with classroom management skills, etc.
- Proficiency with Microsoft Office Suite and photo editing software. Proficiency with landscape design software preferred.
- Strong organization, project management, contract accounting, and report writing skills. Proficiency with Microsoft Word and Excel.
- Design, installation and repair of efficient irrigation systems including spray and drip.
- Troubleshooting, programming, and installation of irrigation controllers including smart controllers.
- Preparing water budgets and irrigation schedules.
- Planning, installation, and maintenance of drought tolerant landscapes.

Abilities

- Prepare and deliver clear, concise, well-organized and interesting presentations to a wide variety of audiences having varying levels of technical knowledge.
- Deal tactfully and courteously with internal and external contacts.
- Carry out direction and effectively communicate orally and in writing.
- Work independently as necessary.
- Initiate, observe and maintain effective safety practices.
- Work in fast-paced environment and ensure that Division projects and programs are undertaken and completed successfully in a timely manner.
- Think creatively about new projects and programs.
- Work well in teams, with a focus on results.
- Communicate effectively, orally and in writing, in English with District Board members, co-workers, and the public in face-to-face, one-on-one and group settings.
- Implement principles of landscape design, installation and maintenance of irrigation products.
- Learn design and drafting software.
- Oversee and quality control work of contractors.

SUPERVISION

Receives direct supervision from the Conservation Programs Manager. **The incumbent in this position does not routinely exercise supervision.**

POSITION TYPE AND EXPECTED HOURS OF WORK

- Full-Time, Non-Exempt, Hourly.
- The standard work schedule is from 8:00 a.m. to 5:00 p.m., five days each week.
- This position requires occasional evenings and weekend work.

EDUCATION AND EXPERIENCE

- Minimum High School Diploma or GED is required.
- ~~Bachelor's degree with~~ Major course work in areas of environmental studies, ecology, horticulture, landscape irrigation science, landscape architecture, urban planning or directly related fields, **OR** a minimum of 5 or more years of advanced equivalent work experience is preferred.
- Candidate will have significant work experience in a landscape business, public agency or non-profit organization with at least 3 years of progressively responsible experience in water conservation, irrigation auditing, horticulture and/or landscaping.

WORK ENVIRONMENT

Indoor and outdoor work, year-round, in all weather conditions. Must be able to work outdoors in heat, direct sun, wind, rain, and cold. Must be able to work indoors seated for extended periods of time.

PHYSICAL DEMANDS

- Bending, sitting, lifting, and driving.
- Travel regularly by company vehicle to field sites.
- Use office equipment such as telephones, computers, printers, and copiers.
- Use field equipment and tools such as soil probes and shovels.
- Walk and work on uneven terrain.
- Sit for extended time periods.
- Hearing and vision within normal range.
- Safely lift and carry up to 50 lbs.

ADDITIONAL ELIGIBILITY QUALIFICATIONS

- Must possess, or obtain within one year of hire, two professional certifications including: Qualified Water Efficient Landscaper Certification (QWEL), Irrigation Association Certified Landscape Irrigation Auditor (CLIA), or other related certification at the Conservation Program Manager's discretion. CBWCD will help employees obtain necessary certifications.
- Valid driver's license and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years duration.

OTHER DUTIES

This job description is not a comprehensive listing of activities, duties or responsibilities that are required of the employee. Other duties, responsibilities and activities may change or be assigned at any time with or without notice.

**STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING**

DATE: May 13, 2024

FROM: Elizabeth Willis, General Manager

BY: Alicia Fernandez, Administrative Services Manager

SUBJECT: **APPROVE UPDATED DISTRICT POLICY NOS. 13, 22, 29, 47, AND PROPOSED POLICY NO. 63**

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review, discuss, and approve updates to District Policy Nos. 13, 22, 29, 47, and proposed Policy No. 63, subject to legal review, to be effective May 13, 2024; and
2. Direct staff to update the District's Policy and Procedures Manual accordingly.

BACKGROUND

The District's Policy and Procedures Manual needs to be updated periodically to address changes in the law, best practices, and the District's operations. Staff has begun working on a comprehensive review of the manual and will be recommending proposed revisions as needed.

The objective of the Manual is to provide fair and equitable management of the District's personnel. The Manual is intended to ensure uniform and fair treatment for District employees and to define guidelines for all employees of the District.

On May 6, 2024, the Personnel Committee met to discuss the recommended updates to District Policy Nos. 13, 22, 25-1, 29, 47, and proposed Policy No. 63, and asked clarifying questions related to the policies. The Committee recommended the Board of Directors review and approve District Policy Nos. 13, 22, 29, 47, and 63 at the May 13, 2024, Board of Directors Meeting.

DISCUSSION/ANALYSIS

The major revisions are summarized below:

- **Policy No. 13 – Travel, Reimbursements, and Expense Report Procedures:** *This policy was renamed and updated to include clear guidelines and procedures for reimbursing employees*

and Board members for expenses incurred during official travel for conferences, training, seminars, meetings, or other travel on authorized District business.

- **Policy No. 22 – Vehicle Use:** *This policy was updated to include a monthly car allowance for the Facilities and Operations Manager. This allowance would be received in lieu of mileage reimbursement and/or a District provided vehicle. The Facilities and Operations manager is expected to drive at a moment's notice to any of the District's basins and keeping track of mileage can be onerous. Additional guidelines were added related to operating a District vehicle, vehicle maintenance, and driving records.*
- **Policy No. 29 – Introductory Employment Period:** *This policy was renamed and updated to include an objection, define the length of introductory employment periods for the various employee types, and add an "Expectations" section. It was also updated to remain consistent with recently updated Policy No. 36 – Sick Leave.*
- **Policy No. 47 – Board Member Compensation, Reimbursement, and Ethics Training:** *This policy was updated to remain consistent with Policy No. 13 – Travel, Reimbursement, and Expense Report Procedures. Policy No. 13 applies to both employees and directors; therefore, repeated language was removed from the policy.*
- **Policy No. 63 – Travel Pay:** *This is a new proposed policy that establishes guidelines and procedures for employees who travel for official business purposes. This policy ensures compliance with applicable laws and regulations while promotion cost-effective and responsible travel practices.*

Staff submitted the proposed policy changes to the District's legal counsel for review of state and federal law compliance and incorporated all feedback, while addressing the Personnel Committee's feedback. Pending adoption, staff will update and share the updated Policy and Procedures Manual with all employees.

FISCAL IMPACT

No fiscal impact.

ATTACHMENT(S)

Attachment 1: Policy No. 13 – Travel, Reimbursements, and Expense Report Procedures

Attachment 2: Policy No. 22 – Vehicle Use

Attachment 3: Policy No. 29 – Introductory Employment Period

Attachment 4: Policy No. 47 – Board Member Compensation, Reimbursement, and Ethics Training

Attachment 5: Policy No. 63 – Travel Pay

Policy No.: 13
Issue No.: 23
Effective Date: 09/11/065/13/23 (subject to Board approval)
Subject: Travel, Reimbursements, and Expense Report Procedures Payment or Reimbursement for Conferences, Seminars, Training, or Meetings

Policy No. 13 – Travel, Reimbursements, and Expense Report Procedures Payment or Reimbursement for Conferences, Seminars, Training, or Meetings

Purpose: To establish guidelines and procedures for ~~for attendance and expense payments or reimbursing ements~~ employees for expenses incurred during official travel for conferences, training, seminars, or meetings, or other travel on authorized District business, and to conform to Internal Revenue Service reporting requirements concerning record keeping. To record the five basic reporting requirements: 1) date; 2) cost; 3) place; 4) business purpose; and 5) for meals and entertainment, the names and business relationship of each person entertained. ***For reference, in this policy Directors will also fall under the category of employees but may also refer to Policy No. 47 – Board Member Compensation, Reimbursement, and Ethics Training.***

Policy/Procedure: Employees may pay all of their own business expenses and request reimbursement from the District by submitting an ~~on~~ expense reports, or expenses may be paid directly by the District, provided there is prior approval by the Board of Directors. Reimbursements for expenses are made only for those expenses which are individually itemized and explained. Employees will provide original and itemized receipts for all expenses whenever possible.

It is the policy of the District that where budget allocations permit, authorized officers and employees shall be reimbursed for reasonable out of pocket expenses incurred in the performance of official District business, when such expenditures are authorized in advance, and the employee's attendance is deemed to be directly beneficial to the District.

1. Authorization to Attend Approvals – District employees shall secure the approval of the appropriate level of management prior to attendance at conferences, training, seminars, or meetings.
 - a. Due to the limited pool of funds, approval for local seminars and training attendance shall be given highest priority.
 - b. Where possible, early application should be made to assure that adequate funds are available.
 - c. Non-budgeted travel must be preapproved by the General Manager.
 - d. Managers can travel out-of-state but employees require manager approval before traveling to events out of state.
2. Cost of Accommodations—Lodging – cost of overnight accommodations for conferences, training, seminars, or meetings may be reimbursed or paid directly by the District. In general, hotel accommodations should be for the standard room rate, government room rate, or conference attendee rate, whichever is less. Upgrades to accommodations are not covered.

Policy No.: 13

Issue No.: 23

Effective Date: 09/11/065/13/23 (subject to Board approval)

Subject: Travel, Reimbursements, and Expense Report Procedures ~~Payment or Reimbursement for Conferences, Seminars, Training, or Meetings~~

- a. The expense shall be limited to the reasonable cost of adequate accommodations as determined by the Manager and/or the Board of Directors.
 - b. Costs which are deemed to be unnecessary, unrelated or excessive may not be reimbursed or paid.
 - c. The cost of meals, entertainment, and lodging on a hotel billing shall be reported separately, according to the itemized receipt.
 - d. The District will pay for a single occupancy room (including taxes, parking, and other allowable expenses) for as many nights as is necessary based on the time and location of the event. Lodging will be provided to employees the night prior to the meeting or conference when flight schedules do not allow for arrival on the day of the event prior to the start. Lodging will be provided on the last day of the event if the event ends late in the day and no return flights are available.
3. Transportation – transportation to a conference, training, seminar, or meeting may be reimbursed or paid directly by the District, based upon the following considerations:-
- a. The employee making travel arrangements shall secure the most reasonable and appropriate method, taking into consideration distance, overtime, lost work time and total costs to the District after all expense items are tabulated.
 - b. To secure the most economical mode of transportation in keeping with availability, convenience, and propriety of the District, all meeting travel arrangements shall be made with the endorsement of the Manager.
 - c. If the employee wishes to drive rather than fly to a destination, the District will reimburse the lesser of the mileage rate to and from the site or the amount of the lowest cost airline coach fare within one week after the meeting or conference is booked plus the cost of transportation from the airport to the meeting or conference site for the time necessary for the business travel only.
 - d. When air travel is the most appropriate method of transportation, the most economical class, if available, ~~coach class~~ shall be utilized.
 - e. A private automobile may be used when necessary. Reimbursement for such use shall follow the guidelines in District policy involving the use of private vehicles on District business.
 - f. A rental car may be used when appropriate public transportation is unavailable or more expensive.
 - g. While traveling, the use of rental vehicles is discouraged. Shuttle services, buses, taxis, or car services (e.g. Uber/Lyft/Scheduled Taxi) between airports and meeting locations, including a 15% gratuity per fare, will be covered. Rental vehicles shall only be permitted when no other transportation is available, or when alternative transportation would be more expensive.
 - h. While traveling long distances and the employee's private automobile is considered unsafe for the conditions involved, the District will reimburse the employee up to the cost of a plane ticket booked within a week of the reservation, plus car service to and from the airport.

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4. Registration – registration and related fees may be reimbursed or paid by the District for all authorized attendance.

a. Employees must cancel any registration or reservation that will not be used.

4.5. Compensation for Conference/Meeting Attendance – employees shall receive their regular compensation for attendance at approved conferences, training, seminars, or meetings ~~that are held on their regularly scheduled workdays.~~

6. Mileage Allowance – the reimbursement paid to the employee for the use of their own personal vehicle during travel on official District business (see Policy No. 22 – Vehicle use). The mileage reimbursement rate will be the prevailing rate established by the Internal Revenue Service (IRS).

5.7. Other Meal Expenses – actual cost of meals while on business travel will be reimbursed when documented by appropriate receipts. The actual cost includes non-alcoholic beverages, taxes, and up to 20% percent tip. Other Meal eExpenses may be reimbursed or paid directly by the District.

•a. Except as otherwise provided, the guidelines for meal reimbursements, including tax and tip, shall be a maximum of a \$75.00 stipend total per day. If the guidelines are exceeded, written justification must be attached to the expense claim form. Alcohol consumption and entertainment expenses will not be reimbursed.

b. The employee shall submit the completed and signed Expense Report every month. Receipts are required, including those for meals and taxi or bus fares. All applicable receipts and/or invoices shall be attached. The employee shall forward this form to the Manager for approval.

c. Receipts must show the itemized meal and should have the employee's name and the nature of the business documented.

d. Reimbursement shall not exceed the daily meal limit amounts set above, regardless of the amount of receipts submitted.

If the employee is required to attend a lunch on behalf of the District for business purposes and/or business travel, the District will reimburse the employee for the actual cost of the meal and non-alcoholic beverage, taxes, and tip when documented by appropriate receipts.

•

— Entertainment Expense – e

8. eentertainment expense may be reimbursed or paid directly by the District for reasonable business entertainment expenses only when necessary to promote a specific public purpose of the District. All entertainment must be explained with the following details:

•a. Date

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- b. Cost
- c. Place (name and location)
- d. ~~B~~business purpose
- e. ~~T~~type of entertainment (e.g., lunch, dinner)
- f. ~~B~~business relationship of each person present: name, title, agency, company, etc.

Officers and employees entertain fellow officers and employees only when this is the most efficient way to accomplish a specific business purpose and only with prior approval of the Board of Directors or the Manager. In all cases, the officers and employees shall avoid excessive expenses. The employee of senior rank pays the expense.

District officers and employees do not entertain vendor representatives.

9. Travel Advances – if in the judgement of the General Manager, the estimated expense is too high to expect an employee to finance themselves and be reimbursed at the conclusion of the travel.
- a. The General Manager may authorize a cash advance of a minimum of one hundred dollars (\$100) up to a maximum of one thousand dollars (\$1,500) to the employee.
 - b. Approved cash advances shall be submitted to the Administrative Services Manager three weeks prior to departure schedule and the employee will be notified when the requested funds are available for pickup. Receipts of a cash advance for travel expenses do not constitute pre-approval for the expenditure of the entire amount so advanced, as all expenditures must be reasonable, justified, not exceed the allowed daily stipend, and approved.
 - c. If an employee has accepted a cash advance, a reconciliation of the advance payment must be made on the basis of actual expenses incurred as part of the expense report and submitted to the District within ten (10) calendar days –of returning from the conference or meeting.
 - d. If actual expenses exceed the amount of the advance, any approved additional expenses will be reimbursed.
 - e. If actual expenses do not exceed the amount of the advance received, the employee shall attach a personal check and/or a money order made payable to the District for the unused portion of the advance.
 - f. If reimbursement for unused or unsubstantiated expense has not been received within 10 calendar days of returning from the conference or meeting, or if no Expense Report form has been submitted, the amount advanced or unsubstantiated will be withheld from the employee's next paycheck.

10. Other Provisions

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- a. Spouses and guests are permitted to accompany the employee on District travel and at conferences, seminars, and meetings, except when such accompaniment would interfere with the conduct of District business. Any additional or other costs associated with participation of the spouse or other guests are the employee's responsibility.
- b. If internet access is necessary for District related business, the District will reimburse internet access connection and/or usage fees away from home for the necessary business travel period only. The rate must be listed as such on the invoice, so as not to be confused with other incidental costs.
- c. Baggage and valet handling fees of a generally accepted/reasonable amount (e.g., \$5-10), and gratuities of up to 15-20% will be reimbursed.

11. Unauthorized Expenses

- a. Items of personal nature are not reimbursable, including: movies; live shows and music entertainment shows; premium television services; alcoholic beverages; gift certificates; laundering or dry-cleaning; spas; gyms; barbers; magazines; shoeshine; travel insurance; purchase of clothing or toiletries; loss of tickets; fines or traffic violations; non-mileage personal automobile expenses, including repairs insurance or gasoline; personal losses incurred while on District business; excess baggage; spouse and/or guest accommodation; office equipment and other items of a personal nature.
- b. Spouses and guests are allowed to accompany the employee on District travel and at conferences, seminars, and meetings when using public or private transportation. Additional costs associated with the participation of the spouse or other guests are the employee's responsibility. This includes any increased hotel room rates due to double occupancy.
- c. Expenses for which employees receive reimbursement from another agency are not reimbursable.
- d. If unauthorized expenses have been paid by the District (i.e., via credit card or petty cash), the employee will be responsible for immediate reimbursement to the District. If expenses have not been reimbursed within ten (10) calendar days of discovery, expenses will be recovered through a payroll deduction on the employee's next paycheck.

12. Expense Report Form and Record Keeping

- a. Upon return from the event and/or any travel that requires employee reimbursement, including any other eligible employee reimbursement (e.g. supply purchase, medical reimbursement, etc.) the employee must submit an approved Expense Report form to the Administrative Services Manager.
 - This form shall itemize all expenses associated with the event, travel, or approved expenditure and is approved by the Department Manager. All original receipts/supporting documentation must be attached. This form is due to the Administration Services Manager within ten (10) working days, — of the

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- employees return, including reimbursement for mileage related to any business travel.
- All Expense Report forms received after 30 working days will not be reimbursed unless preapproved by the Administrative Services Manager.
 - All Expense Report forms for medical reimbursement must be submitted on a monthly basis, those received after 45 calendar days will not be reimbursed unless preapproved by the Administrative Services Manager.
- b. Expense Report forms must document that the expenses in question meet the requirements of this policy.
- c. If an employee has lost a receipt for a travel-related item, a memo is required. The memo must include the following:
- Explain the circumstances in detail, such as time, activity, and reason for losing the receipt.
 - Include all receipt information such as place of business, amount, date, description of item, copy of menu items upon availability, etc.
 - The employee must sign the form and the Department Manager must approve it.

13. Compliance – use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:
- a. Loss of reimbursement privileges;
 - b. Revocation of District Cal Card;
 - c. A demand for restitution to the District;
 - d. The District reporting the expenses as income to the employee to state and federal tax authorities;
 - e. Civil penalties up to the maximum allowable by law;
 - f. Prosecution for misuse of public resources; and
 - g. Other disciplinary measures as allowable under the District's policies.

Revision:

Issue No. 01:

Issue No. 02: 09/11/06, approved

Issue No. 03: 05/13/24, updated existing sections throughout and added #9-13

Policy No.: 22
Issue No.: 9
Effective Date: 05/13/24 (subject to Board approval)
Subject: Vehicle Use

Policy No. 22 – Vehicle Use (District or Personal)

Purpose: To identify the eligibility and reporting requirements of District employees provided car allowance and/or mileage reimbursement by District funds and to establish guidelines relative to the use of both employee vehicles and the vehicles and other mobile equipment used or owned by the District.

Policy/Procedure:

1. The General Manager shall receive a monthly car allowance at a rate specified in the General Manager employment agreement as approved by the Board. The monthly car allowance will be included on annual W2 reporting, in accordance with Internal Revenue Codes and guidelines.
2. The Facilities and Operation Manager shall receive a monthly car allowance of fifty-five dollars (\$55) in-lieu of receiving reimbursement for mileage and/or a District provided vehicle.
3. While operating any vehicle, combination vehicle, or other mobile equipment for District business, all employees shall possess a valid California driver's license, and shall comply with all requirements of the California Vehicle Code and local regulations. In addition, all employees shall maintain a driving record deemed acceptable by District management and District insurance carriers.
4. Except for the General Manager, the District's employees and Directors shall be reimbursed for the business use of personal vehicles at a rate equal to the mileage reimbursement rate allowed by the United States Internal Revenue Service. District staff will provide an "Expense Report" form for each Director to submit when that Director requests to be compensated for use of their personal vehicles to attend Board meetings and attend to authorized business for the CBWCD. District employees will be reimbursed for mileage with a starting and ending address of District headquarters or in accordance with the District Policy No. 63 - Travel Pay. Directors will be reimbursed for mileage with a starting and ending address of their homes. All Expense Report forms shall be submitted on a timely basis per District Policy No. 13 – Travel, Reimbursements, and Expense Report Procedures.
5. The employee's private vehicle insurance is the primary insurance on the employee's private vehicle, and the District shall not be responsible for the replacement or repair of any private vehicle, not otherwise owned, rented, or leased by the District, used to conduct District business, if said vehicle is damaged or destroyed during the course of such use.
6. Employees, while performing work for the District, are not, nor shall they be, required to operate their private vehicle off-highway, i.e. off-of-paved thoroughfares available for use by the general public.
7. Employees, while operating District owned, rented, or leased vehicles and other mobile equipment, shall not permit "non-employees" to ride thereon or therein unless such non-employees are conducting business for or on behalf of the District or unless a life-threatening medical emergency exists.
8. District owned, rental, or leased vehicles and other mobile equipment shall only be utilized to conduct District business and no personal business or activity shall be conducted therein or thereon. Trips with the sole purpose of securing personal meals is not District business.

Policy No.: 22
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Subject: Vehicle Use

9. Should a District owned, rental, or leased vehicle or other mobile equipment become significantly damaged an investigation shall be conducted to determine the facts, circumstances and cause of the incident. The General Manager and one other full-time employee shall conduct such investigation. In the event the General Manager was the operator of the damaged vehicle or equipment the investigation shall be conducted by two other full-time employees. In the event the operator is determined to be legally responsible for the damage to District owned, rented, or leased vehicles or other mobile equipment, then such operator may be disciplined.
10. Any employee operating a District vehicle must meet the following requirements:
 - a. Possess a valid California driver's license with a license class that permits operation of the District vehicle being used, and submit valid driver's license upon each expiration date.
 - b. No driver shall operate a vehicle under the influence of alcohol or drugs, including over the-counter or prescription medication known to impair one's ability to drive or operate machinery.
 - c. Maintain an acceptable driving record • Follow the guidelines stated in this policy at all times. From time to time an employee may have a need to carry business associates, Directors, stakeholders; however, transporting family, friends, or strangers is a violation of District policy.
11. District vehicles shall be parked and locked. The assigned District employee shall maintain possession of the vehicle keys at all times. When parked in public areas the vehicle shall be parked securely off street whenever possible.
12. Vehicle Maintenance - All District-provided vehicles are designated as "non-smoking" and "non-vaping" areas and employees are expected to keep the vehicles in clean, well-maintained condition. Neglecting to maintain a vehicle could result in costly repairs to the District. Unusual wear-and-tear above industry average or neglecting to properly maintain a District-provided vehicle may result in the loss of use of the vehicle and the employee may be subject to further disciplinary action.
13. Driving Record - drivers using a District vehicle and/or who regularly travel by car for work purposes shall maintain a driving record acceptable to the District and its automobile insurance provider. Written notification to the Driver's Department Manager is required within one (1) working day of receiving any of the major violations listed below:
 - a. Minor violations: Three (3) minor violations in a 12-month period or five (5) minor violations in a three-year period (e.g. failure to wear a seatbelt) will result in loss of District-provided vehicle use and loss of privilege of driving for District business. The driver may also be subject to disciplinary action.
 - b. Major violations: A major driving violation conviction (e.g. reckless driving, eluding a police officer, street racing, hit and run, driving under the influence, or driving with a suspended or revoked license) will result in loss of District-provided vehicle use and loss of the privilege of driving for District business. The driver may also be subject to disciplinary action.

Revision:

Issue No. 6: 08/13/03

Issue No. 7: 08/14/17, Update title of General Manager. Update car allowance per General Manager employment agreement.

Issue No. 8: 02/14/22, Clarify language pertaining to Items 3 and 6.

Policy No.: 22
Issue No.: 9
Effective Date: 05/13/24 (subject to Board approval)
Subject: Vehicle Use

Issue No. 9: 05/13/24, Updated item #3 and added Items 9-12.

Policy No.: 29
Issue No.: ~~4~~ 5
Effective Date: ~~04/13/20~~ 05/13/24
Subject: Introductory Employment **Period** and ~~Accrual of Sick Leave and Vacation Time~~

Policy No. 29 – Introductory Employment **Period and ~~Accrual of Sick Leave and Vacation Time~~**

Purpose: To establish an introductory period of employment during which the employee and the District can determine whether the employment is a good match and meets the needs of the District.

Policy/Procedure:

Objective:

The introductory period is designed to allow the employee and Department Manager an appropriate orientation, training, and evaluation period to determine if a satisfactory working relationship can be established between the employee and the District. Upon completion of the introductory period, the employees' performance will be reviewed. If it is determined that a satisfactory working relationship cannot be established, neither the employee nor the Department Manager are obligated to continue employment.

Length of Period:

1. All newly hired ~~or rehired permanent~~ employees ~~or rehired employees~~ will serve an introductory period of employment of one year ~~(2,080 hours)~~ **from the date of hire, without a break in service.**
2. All newly hired temporary employees, including interns, will serve an introductory period of employment of 30 days from the date of hire, without a break in service.
3. All employees promoting or transferring to a new position will serve an introductory period of employment of 3 months from the date of promotion or transfer. The introductory period will not affect vacation and sick time usage.

Restrictions:

1. Although employees accrue vacation and sick leave during the Introductory Period, accrued vacation time may not be used ~~during the first~~ **until the employee has completed** six (6) months of **continuous** employment (**See Policy No. 38**), and accrued sick leave time may not be used during the first ~~89~~ 30 days of employment (**See Policy No. 36**).
2. Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), an original probationary (Introductory Employment period) employee may elect, at his/her cost, to continue for up to eighteen (18) months, District-offered health insurance that is in effect at the time of his/her termination.

Expectations:

1. The Department Manager shall communicate expectations and job responsibilities, provide necessary training, evaluate the employee's competencies, and periodically meet with the employee for performance check-in discussions during the introductory period.

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Subject: Introductory Employment ~~Period~~ and ~~Accrual of Sick Leave and Vacation Time~~

2. Prior to the expiration of the introductory period, the Department Manager shall formally communicate whether or not the employee has successfully completed the introductory period.
3. At the discretion of the immediate Department Manager and approval of the General Manager, an employee's introductory employment period may be extended to give the employee the opportunity to improve their performance and/or meet their targets.
 - a. The introductory period may be extended between one (1) and three (3) months and the employee shall be notified prior to the expiration of the introductory employment period.
4. Employment during the introductory period is at-will, meaning that if at any time during the introductory period the Department Manager determines that the employee cannot meet the position requirements or that the individual's performance is unacceptable, the District may terminate employment with or without cause or advance notice. The Department Manager must consult with the General Manager and/or designee.

Revision:

Issue No. 01: 01/10/96, Original policy.

Issue No. 02: 09/14/15, Change length of introductory period & delete #3 entirely.

Issue No. 03: 06/30/16, Conform to Policy No. 36, AB 1522 Legal Update.

Issue No. 04: 04/13/20, Change length of vacation time use, add #3.

Issue No. 05: 03/11/24, Change length of sick time use to reflect updated Policy No. 36, added Objective section, and added #2-3 in Duration and #1-5 in Expectation sections.

Policy No.: 47
Issue No.: ~~67~~
Effective Date: ~~11/09/2005/13/24~~
Subject: Board Member Compensation, Reimbursement, and Ethics Training

Policy No. 47 – Board Member Compensation, Reimbursement, and Ethics Training

Purpose: To ensure compliance with AB1234 and to establish policies with respect to 1) Board member compensation, 2) Board member reimbursement, and 3) Board member ethics training.

Policy/Procedure:

Compensation:

1. Amount – the amount of Board member compensation by the District shall be determined in accordance with all applicable requirements to the California Water Code. The Board shall set the rate of such compensation for a day's service and shall set the maximum number of day's service for which a Board member may receive compensation each month from the District, by adoption of a separate ordinance.
2. Day's Service – the term "day's service" is defined as attendance or participation of a Board member, in person or via teleconference, at a meeting with one or more other parties for the performance of official duties on behalf of the District.
 - a. Meetings – a "meeting" is defined as any meeting listed on Exhibit A, Category A. Where the meeting is a District Committee meeting, only appointed committee meeting members shall qualify for compensation.
 - b. Daily Limitation – if a Board member attends or participates in multiple meetings in a single day, the Board member shall be eligible for compensation for only one meeting on that day.
3. Procedure – to receive compensation for attendance or participation at the meetings listed in Exhibit A, it is suggested that the Board member submit to the District's office staff a payment request on the General Manager-approved Board Expense Report Form on a calendar-month basis at the first Board meeting following the end of the calendar month being reported. If the meetings listed by the Board member on the Expense Report satisfy this policy for expenditure of public resources, then the District's General Manager is authorized to approve the payment request. If any of the meetings identified by the Board member on the Expense Report for the calendar month are not included in the list of pre-approved meetings listed in Exhibit A, or if the payment request fails to expressly comply with this policy, then the District's General Manager shall include the payment request on the agenda for the next regular meeting, at which time the Board will consider approval.
4. Report – Board members shall provide brief reports on all meetings for which they receive compensation from the District at the next regular meeting of the Board. Reports may be made orally, in writing, or by reference to any minutes included in the agenda materials.

Policy No.: 47
Issue No.: 67
Effective Date: 11/09/2005/13/24
Subject: Board Member Compensation, Reimbursement, and Ethics Training

Reimbursement:

1. Procedures – The District shall reimburse Board members for reasonable costs incurred related to attendance or participation at approved meetings. Directors may pay all of their own business expenses and request reimbursement from the District on expense reports. Expenses may be paid directly by the District per Policy No. 13 – Travel, Reimbursement, and Expense Report Procedures, provided there is prior approval by the Board of Directors.

Reimbursements for expenses are made only for those expenses which are individually itemized and explained. Receipts are required, including those for meals, ~~and taxi/car service~~, or bus fares. Directors will provide original receipts for all expenses whenever possible. Directors shall submit the completed and signed Expense Report every month and/or may be submitted with the next available payroll if prior approval is received. All applicable receipts and/or invoices shall be attached.

~~A. Eligible Expenses. Expenses eligible for reimbursement shall be limited to: 1) registration or tuition costs, or other charges for participation at the meeting; 2) transportation to and from the meeting, including airfare, car rental, or mileage for use of a Board member's own automobile, and other miscellaneous transportation costs (shuttle, taxi, parking, etc.); 3) lodging at the single room rate; and 4) reasonable costs of meals, not including alcohol. (See Section 2.D)~~

~~A. Rates:~~

- ~~• Registration, Tuition, and Meeting Charges. Registration and related fees may be reimbursed or paid by the District for all authorized attendance.~~
- ~~• Transportation
 - Transportation to a conference, training, seminar, or meeting may be reimbursed or paid directly by the District.
 - To secure the most economical mode of transportation in keeping with availability, convenience, and propriety of the District, all meeting travel arrangements shall be made with the endorsement of the General Manager.
 - When air travel is the most appropriate method of transportation, coach class shall be utilized.
 - A private automobile may be used when necessary. Reimbursement for such use shall follow the guidelines in District policy involving the use of private vehicles on District business.
 - A rental car may be used when appropriate public transportation is unavailable or more expensive.~~

Commented [AF1]: Already addressed in Policy No. 13

~~C. Lodging. Cost of overnight accommodations for conferences, training, seminars, or meetings may be reimbursed or paid directly by the District. The expense shall be limited to the reasonable cost of adequate accommodations as determined by the General Manager and/or the Board of Directors. Costs which are deemed to be unnecessary, unrelated or excessive may not be reimbursed or paid. The cost of~~

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~~meals, entertainment, and lodging on a hotel billing shall be reported separately, according to the itemized receipt.~~

~~C. Meals. Except as otherwise provided, the guidelines for meal reimbursements, including tax and tip, shall be a maximum of \$75.00 per day. If the guidelines are exceeded, written justification must be attached to the expense claim form. Alcohol consumption will not be reimbursed.~~

~~D. Entertainment Expense. Entertainment Expense may be reimbursed or paid directly by the District for reasonable business entertainment expenses only when necessary to promote a specific public purpose of the District. All entertainment must be explained with the following details:~~

- ~~• date~~
- ~~• cost~~
- ~~• place (name and location)~~
- ~~• business purpose~~
- ~~• type of entertainment (e.g., lunch, dinner)~~
- ~~• business relationship of each person present: name, title, agency, company, etc.~~

~~Officers and employees entertain fellow officers and employees only when this is the most efficient way to accomplish a specific business purpose and only with prior approval of the Board of Directors or the General Manager. In all cases, the officers and employees avoid excessive expenses. The employee of senior rank pays the expense.~~

~~District officers and employees do not entertain vendor representatives.~~

~~E. Ineligible Expenses. Board members shall not be eligible for District reimbursement of any expenses incurred by any person traveling or attending a meeting as a guest of the Board member. No Board member shall be eligible for District reimbursement of any expense for personal services not related to District business.~~

2. Report – Board members shall provide brief reports on all meetings for which they receive compensation from the District at the next regular meeting of the Board. Reports may be made orally, in writing, or by reference to any minutes included in the agenda materials.

Ethics Training:

1. Requirement – Under Assembly Bill 1234, District officials must receive training in ethics laws no later than one year from the first day of service with the District. Thereafter, each District official must receive such training at least once every two years.

Commented [AF2]: Already address in Policy No. 13

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Subject: Board Member Compensation, Reimbursement, and Ethics Training

2. Application.

- a. District Official – the term “District official” means all Board members and all executive staff of the District.
- b. Ethics Laws – the phrase “ethics laws” includes, but is not limited to, the following:
 - Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws;
 - Laws relating to claiming prerequisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;
 - Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws; and
 - Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

3. Agency Responsibilities.

- a. Records – the Agency shall maintain records indicating the dates that the District officials satisfied the requirements of this policy and the entity that provided the training. The District shall maintain these records for at least five years after District officials receive the training. These records are public records subject to disclosure under the California Public Records Act.
- b. Notice – the District is required to provide information on training available to meet the requirements of this policy to its officials at least once every two years.

Review of Policy on Annual Basis - each year the Board shall review this Policy to determine its effectiveness and the necessity for its continued operation. The District’s General Manager shall report to the Board on the operation of this Policy, and make any recommendations deemed appropriate, including proposals to amend the Policy. Upon conclusion of its review, the Board may take any action it deems appropriate concerning this Policy. Nothing shall preclude the Board from taking action on the Policy at times other than upon conclusion of the annual review.

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Issue No.: ~~67~~
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Subject: Board Member Compensation, Reimbursement, and Ethics Training

EXHIBIT A

CATEGORY A – CBWCD Board Meetings and CBWCD Public Events

Category A includes meetings that are directly associated with CBWCD require no pre-approval and for which no additional reporting is required since minute action for these agency meetings meets the reporting requirement of AB 1234.

- CBWCD Board of Directors
- CBWCD Personnel Committee
- CBWCD ~~Education Programs~~ Committee
- CBWCD Finance Committee
- CBWCD ~~Chino-Basin~~-Recharge Committee
- Any Ad Hoc Committees formed by a vote of the Board of Directors
- Any District-sponsored and District-run events such as field trips, tours, Open House, Earth Day, etc.

CATEGORY B – Other Local Events

“Other Local Events” include events that do not require the purchase of a bus, plane, or train ticket to travel and/or overnight stays. They include, but are not limited to, events such as Council Meetings for cities within the District’s service area, community events hosted by cities or by local elected officials within the District’s service area, or meetings of local organizations such as Chambers of Commerce or service organizations, provided there is a reasonable expectation that a member’s attendance will directly advance or promote District goals or objectives.

A Director may be compensated and/or reimbursed for attending a local event provided the Director writes a 3-4 sentence justification for attendance, to be included in the “AB 1234 – Director Travel, Training, and Meeting Report” on the Consent Calendar. If any Director chooses to challenge compensation or reimbursement for attendance at a Category B meeting, the challenging Director may request the agenda item pertaining to that meeting be pulled from the Consent Calendar and voted on separately.

CATEGORY C – Meetings at Partner Organizations

At the beginning of each Fiscal Year, Board Members will vote on assignments for attendance at meetings of each organization listed below to ensure broad, diverse, and consistent District representation at such events. A primary and alternate will be chosen. If the primary and alternate members designated are both unable to attend, another member may be later designated for this purpose. At events considered to be of particular importance, multiple directors may be authorized to attend. Compensation and reimbursement for attendance at Category C meetings may be approved post-attendance on the Board’s consent calendar.

Policy No.: 47
Issue No.: ~~67~~
Effective Date: ~~11/09/2005/13/24~~
Subject: Board Member Compensation, Reimbursement, and Ethics Training

- a. Association of California Water Agencies (ACWA)
- b. Association of San Bernardino County Special Districts (ASBCSD)
- c. California Groundwater Coalition (CGD)
- d. California Special Districts Association (CSDA)
- e. Cal Trust
- f. Chino Basin Watermaster
- g. Cucamonga Valley Water District
- h. Groundwater Recharge Coordinating Committee (GRCC)
- i. Inland Empire Utilities Agency (IEUA)
- j. Joint Powers Authority (JPIA)
- k. LAIF
- l. Local Agency Formation Commission (LAFCO)
- m. Metropolitan Water District (MWD)
- n. Monte Vista Water District
- o. Southern California Water Committee (SCWC)
- p. Southern California Storm Water Taskforce
- q. Southern California Recycled Water Taskforce
- r. Urban Water Institute (UWI)
- s. Water Education Foundation (WEF)

CATEGORY D – Events Requiring Travel

“Events Requiring Travel” include events that require the purchase of a bus, plane, or train ticket to travel and/or overnight stays. This includes, but is not limited to, conferences, training events, or tours hosted by ACWA, CDSA, or other organizations that CBWCD works with in carrying out the business of the District.

At all Events Requiring Travel, to be eligible for compensation for Days of Service Attendance, and reimbursement for attendance fees and reasonable expenses incurred, Board approval of a member’s attendance must be obtained prior to registration and attendance.

Revision:

Issue No. 01: 01/10/96, Original policy.

Issue No. 02: 07/08/13, Annual Review, Added Three Committees to Category A.

Issue No. 03: 10/13/14, Annual Review, Major Revision.

Issue No. 04: 03/09/15, Add WEF Membership to Category B

Issue No. 05: 08/08/16, Annual review; Category A amended to reflect committee changes; change in title.

Issue No. 06: 11/09/20, Amend Exhibit A.

Issue No. 07: 05/13/24, Remove duplicate language already addressed in Policy No. 13

Policy No.: 63 **NEW PROPOSED POLICY**
Issue No.: 1
Effective Date: 05/13/24
Subject: Travel Pay

Policy No. 63 – Travel Pay

Purpose: The purpose of this Travel Policy is to establish guidelines and procedures for employees who travel for official business purposes. This policy ensures compliance with applicable laws and regulations while promoting cost-effective and responsible travel practices. This travel policy does not apply to the time spent by an employee while actually attending an event the employee is authorized or required to attend.

Policy/Procedures: Generally, the time employees spend commuting to and from work is not considered work time and is excluded from this policy. However, the District considers time spent traveling for work-related purposes during the workday as work time, and thus pays nonexempt employees travel pay, as described in this policy, for such time.

1. Eligibility – non-exempt employees who are required and/or authorized to travel for work-related purposes during the workday, including but not limited to conferences, meetings, training sessions, and client visits, are eligible for travel pay at their regular base rates of pay under this policy.
2. Timekeeping – employees are expected to record work-related travel time on their electronic timesheet pursuant to the District Policy No. 30 – Timekeeping and Payroll Administration policy.
3. Types of Travel Pay – travel pay will apply in the following circumstances:
 - a. ***From work to off-premises worksite(s).*** Once an employee reports to work, if he or she is required to travel to an off-premises worksite, all time spent from the time the employee leaves the work premises until the employee returns to his or her normal work location is counted as work time.
 - b. ***From home to off-premises worksite(s).*** If an employee is required to travel to and from an off-premises worksite directly from his or her home, all time spent for such travel, *less the employee's normal commute time and meal break, if applicable,* is counted as work time.
 - ***Example:*** you have a 20-minute roundtrip commute between your home and your regular work site (the office). You are asked to report for the day for a special assignment at another location, which is 60 minutes round trip from your home. In this case, you will report 40 minutes of work time (60 minutes traveling minus 20 minutes for your ordinary commute).
 - c. ***Extended Overnight travel.*** If an employee is required to travel out of town for work-related purposes, the time spent traveling to and from the out-of-town location, including all time spent as a passenger on an airplane, train, bus, taxicab or car, or other mode of transportation, and time spent waiting to purchase a ticket, check baggage, or get through security or on board the

Policy No.: 63 **NEW PROPOSED POLICY**
Issue No.: 1
Effective Date: 05/13/24
Subject: Travel Pay

- vehicle or plane is, under such circumstances, time spent carrying out the employer's directives is considered work time; however, any time the employee spends engaged in personal activities (such as sleeping, sightseeing, watching television, or engaging in purely personal pursuits not connected with traveling or making necessary travel connections such as spending an extra day in a city before the start or following conclusion of a conference to sightsee) will not count as work time.
4. Personal Vehicle Use – when using a personal vehicle for official travel, employees will be reimbursed at the IRS-approved mileage rate inclusive of fuel, maintenance, and insurance costs.
 - a. Expense Reports must be submitted for reimbursement no later than 1 month after the official travel is completed.
 5. Authorization and Approval – all travel plans must be authorized and approved in advance by the employee's Department Manager. Travel expenses incurred without proper authorization may not be reimbursed.
 - a. As detailed in District Policy No. 13 – Travel, Reimbursement, and Expense Report Procedures policy, employees will be reimbursed for all reasonable travel-related costs incurred.

Revision:

Issue No. 1 – 05/13/24, original policy (**Subject to Board Approval**)



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**STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING**

DATE: May 13, 2024

FROM: Elizabeth Willis, General Manager

BY: Alicia Fernandez, Administrative Services Manager

SUBJECT: **APPROVE ISSUING A REQUEST FOR PROPOSALS (RFP NO. 2024-01) FOR GRANT WRITING SERVICES**

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review, discuss, provide feedback, and approve issuing the Request for Proposals for Grant Writing Services (RFP No. 2024-01).

BACKGROUND

The District has prepared a Request for Proposals (RFP No. 2024-01) to solicit proposals from highly qualified and cost competitive consultants to provide grant writing services. The goal of RFP No. 2024-01 is to identify grants that may provide program funding, and partnership opportunities on grant opportunities.

DISCUSSION/ANALYSIS

The selected consultant will be responsible for the following detailed services:

1. **Funding Needs Analysis** – Work with District staff to facilitate meetings with District departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding including, but not limited to potential grant partnership opportunities including with other agencies and school districts, and what other grant opportunities may be available if the District formed a non-profit. A report shall be provided to the District within forty-five days of agreement approval.
2. **Grant Funding Research** – Conduct research to identify the availability of potential grant funding opportunities and/or grant resources through funding sources that include, but are not limited to, Federal, State, regional, local, foundation, agencies and organizations that support the District’s funding needs and priorities for exiting and desired but

unfunded District programs, projects, and initiatives (emphasizing grants which require no “matching” funds), including, but not limit to:

- a. Infrastructure development and maintenance.
 - b. Technology.
 - c. Parks and recreation projects and programs, including playgrounds.
 - d. Senior, family, and youth programs.
 - e. Energy efficiency and stability.
 - f. Environmental and watershed literacy.
 - g. Water conservation and education including Science, Technology, Engineering, and Math (STEM) and Science, Technology, Engineering, Arts, and Math (STEAM).
 - h. Landscape and water efficiency and drought tolerant landscapes.
3. ***On-Call Grant Research*** – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the direction of the agreement. The Scope of Work may also include researching grant opportunities identified by the District.
4. ***Grant Proposal Development*** – Provide general proposal writing services associated with the completion of grant applications on behalf of the District, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the District.
5. ***Legislative Advocacy*** – Provide legislative advocacy services on behalf of the District by contacting legislators and legislative staff to promote District message and needs if so directed by the District.
6. ***Monthly Invoice Reports*** – The successful proposer shall submit detailed monthly invoice reports to the District summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

Once RFP No. 2024-01 is approved, the notice inviting proposals will be published on the District’s website by May 17, 2024. All bids will be submitted through the District’s RFP electronic submittal process and will be due on June 14, 2024. It is anticipated that a consultant be selected shortly thereafter with the award of a Professional Services Agreement brought before the Board for consideration in July 2024.

FISCAL IMPACT

There is no fiscal impact related to issuing a Request for Proposals for Grant Writing Services. Once a consultant is selected for award, the District will consider a Professional Services Agreement in Fiscal Year 2024-2025.

ATTACHMENT(S)

Attachment 1: Request for Proposals No. 2024-01, Grant Writing Services

REQUEST FOR PROPOSALS FOR GRANT WRITING SERVICES

RFP Number: 2024-01



Chino Basin Water Conservation District

Friday, May 17, 2024

- Questions regarding RFP due **Friday, May 31, 2024 at 4:00 p.m.**
- Response to Questions due **Friday, June 7, 2024 by 5:00 p.m.**
- Proposals due by **Friday, June 14, 2024 by 2:00 p.m.**
- Interviews will be tentatively scheduled the week of **June 24th**
- Selection by **July 2024**

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NOTICE REQUESTING PROPOSALS

REQUEST FOR PROPOSALS (RFP NO. 2024-01) FOR GRANT WRITING SERVICES

The **CHINO BASIN WATER CONSERVATION DISTRICT**, hereinafter referred to as the **DISTRICT**, will receive responses for **Request for Proposals for GRANT WRITING SERVICES** until **Friday, June 14, 2024 by 2:00 p.m.** at the Chino Basin Water Conservation District, located at 4594 San Bernardino Street, Montclair, California 91763.

Email transmittals of the RFP may be made upon request. All requests shall be addressed to **afernandez@cbwcd.org** stating the company name, address, contact name, title, and telephone numbers.

Proposals will be received from qualified respondents to provide **Grant Writing Services** for the District. The successful proposal must possess or obtain a valid California **Business License**.

The envelope containing the Response to RFP must be sealed and contain the words "Response to Request for Proposals for **GRANT WRITING SERVICES** for the Chino Basin Water Conservation District."

It is the responsibility of the respondents to make sure the Response to RFP is in the possession of the Board Clerk/Administrative Coordinator, Chino Basin Water Conservation District, prior to the date and time indicated. Otherwise, the RFP response will be rejected and not considered. **Proposals received after the deadline will be considered late. Late proposals will not be accepted and will be returned to the proposer unopened. Faxed or emailed proposals are not acceptable.**



NOTICE TO RESPONDENTS

In addition to invitations issued to prospective respondents the RFP will be posted on the District's website to solicit additional responses from any other interested consultants.

Proposals will be received from qualified respondents to provide **Grant Writing Services** for the District's **GRANT WRITING SERVICES REQUEST FOR PROPOSALS**. Responses to the Request for Proposals (RFP) will be accepted until **Friday, June 14, 2024 by 2:00 p.m.** The successful proposal must possess or obtain a valid California **Business License**.

There may be one or more amendments to this solicitation. In order to receive copies or notices of any such amendments, you must provide the information requested below to: **Alicia Fernandez, Administrative Services Manager**, at afernandez@cbwcd.org. [mailto:](mailto:afernandez@cbwcd.org)The District will send amendments only to those firms that complete and return this form in a timely manner. The return of this requested information form may be made by e-mail only.

RFP Reference: 2024-01 – GRANT WRITING SERVICES

Company Name: _____

Mailing Address: _____

(City) (State) (Zip)

Telephone Number: _____

Fax Number: _____

Contact Person: _____

E-mail Address: _____

Amendments will be issued via email only. Any alteration to the documents by the respondent may be grounds for rejection of the RFP or cancellation of any subsequent award.

REQUEST FOR PROPOSALS ("RFP NO. 2024-01") FOR GRANT WRITING SERVICES

The Chino Basin Water Conservation District (District) is inviting qualified firms to submit proposals to provide **GRANT WRITING SERVICES** with the preliminary scope of work, as set forth in **APPENDIX A – PRELIMINARY SCOPE OF SERVICES**.

The qualified respondent shall be an independent contractor capable of providing experienced, knowledgeable and professional staff. The qualified respondent shall be responsive and maintain excellent working relationships with District residents, businesses, government officials, and staff. The qualified respondent shall provide adequate staffing levels at all times and adhere to established schedules.

The qualified respondent shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

1. INTRODUCTION

This RFP is intended to procure professional services for **GRANT WRITING SERVICES** for the District which is a public agency whose goal is the protection of the Chino Groundwater Basin (Basin) in order to guarantee that current and future water needs will be met. The Basin is protected by the capture and percolation of waters through the District's network of channels, basins and spreading grounds. Water Conservation education is provided to individuals and organizations within the service area which, encompasses all or portions of the following cities: Montclair, Chino, Ontario, Upland, Rancho Cucamonga and Chino Hills to further promote the efficient use of our water resources.

2. REQUIREMENTS

The District will seek to award the contract to the lowest responsible and responsive bidder that demonstrates the ability to meet the needs of the District for the project outlined in this RFP. Past experience in performing similar services will be a heavily weighted factor in the selection process.

Quality of performance on previous contracts; ability to meet schedules and budgets; ability to communicate well with District staff, other agencies, and other consultants, will be some of the attributes and factors considered.

The consultant and sub-consultants working for the consultant shall have full understanding of a wide variety of project types and requirements, in order to complete various types and sizes of projects issued by the District.

All firms participating in this RFP process will be required to submit the following information:

- The legal name of your company, address, and telephone number.
- The year your present company was established as currently being operated.
- The company's current number of personnel.

- Describe the structure of your organization (i.e. whether an individual, partnership, corporation, joint venture, etc.).
- The firm's current annual dollar volume of work.
- A list of contracts that the firm has had with public agencies during the past five years. Also separately list contracts with developers for the past three years.
- Identification of the principal contact with the District.
- The name, address, and telephone number of the person to whom correspondence should be directed.
- A representative listing of clients with up to date contact information that have received similar services for **GRANT WRITING SERVICES** projects as described in this RFP. Email address of reference clients that the District can contact for reference checks.
- Resumes.

3. SCHEDULE OF RFP EVENTS

It is the goal of the District to select the consultant by end of **July 2024**. In preparation for that action, the following *tentative* schedule of events have been prepared.

<u>Schedule Item</u>	<u>Date**</u>
Release of RFP	Friday, May 17, 2024
Deadline for Written Questions	Friday, May 31, 2024 at 4:00 p.m.
Responses to Questions	Friday, June 7, 2024 by 5:00 p.m.
Proposals are Due	Friday, June 14, 2024 by 2:00 p.m.
Interviews (week of)	June 24th
Approval of Contract	July 2024

**All dates are subject to change at the discretion of the District.

All questions, requests for clarifications, changes, exceptions or deviations to the Scope of Work set forth in this RFP must be submitted **via email**:

Alicia Fernandez, Administrative Services Manager
Chino Basin Water Conservation District
Email: afernandez@cbwcd.org

The District will respond to all written questions, if applicable, by issuing a written addendum. Prospective firms are encouraged to submit the respondents contact form to receive any addenda.

4. PERIOD OF PERFORMANCE

Performance under a Professional Services Agreement entered into pursuant to this RFP is intended to commence after **July 2024 for a period of two years**.

At the discretion of the District and Board, the term of the agreement may have provision for three, one-year renewal option, unless the District notifies Contractor in writing at least one hundred eighty (180) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. **No price increase will be considered during the contract term or renewal options, except as may be required by U.S. or State of California wage determinations.**

5. STATEMENT OF QUALIFICATIONS

Three (3) copies of the proposals, including one copy containing an original signature, and one (1) electronic copy must be provided no later than **Friday, June 14, 2024 by 2:00 p.m.** Submittals received after this time will not be accepted and will be returned unopened.

All submittals should be clearly marked with the submittal address as follows:

Chino Basin Water Conservation District
Attention: **Alicia Fernandez, Administrative Services Manager**
4594 San Bernardino Street
Montclair, CA 91763
Email: **afernandez@cbwcd.org**

RFP Submittal for:

Request for Proposals for **GRANT WRITING SERVICES** for the Chino Basin Water Conservation District

6. COST OF RFP PREPARATION

The District reserves the right to amend, withdraw and cancel this RFP. The District reserves the right to reject all responses to this RFP at any time prior to contract execution. The District reserves the right to request or obtain additional information about any and all responses.

The District shall not be liable for any pre-contractual expenses incurred by any consultant preparing a submittal or portions thereof or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the District from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants, if any, in:

- Preparing the proposals and related information in response to this RFP
- Negotiations with the District or any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed

7. WITHDRAW OF PROPOSAL

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

8. GENERAL TERMS AND CONDITIONS

Appendix B contains a copy of the District's Professional Services Agreement (PSA). Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in the proposal cover letter. The District reserves the right to further clarify the terms and conditions. **Consultants may suggest changes during the written questions period for the RFP process for review by legal counsel.**

9. KEY PERSONNEL

It is imperative that the key personnel providing the requested services have the background, experience, and qualifications to provide the services described in this RFP. The District reserves the right to approve all key personnel individually and all sub-consultants for work on this contract. The consultant must identify all proposed key personnel. The proposal shall include a table for key personnel showing their availability to provide various **GRANT WRITING SERVICES**. Additional staff including but not limited to sub-consultants shall be part of team.

All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff without written agreement by the District. The District must approve the replacement of key staff members before a substitute person is assigned to this **GRANT WRITING SERVICES** contract. The District reserves the right to request that the consultant replace a staff person assigned to the contract should the District consider such a replacement to be for the good of the project. Replacement staff would be subject to District approval prior to assignment to the team.

10. CONTRACT TYPE (TIME AND MATERIALS)

The Compensation/Fee for this contract will be based on firm fixed hourly rates subject to an overall contract cap including the reimbursement of other direct charges. The rates will be fixed for the duration of the PROFESSIONAL SERVICES AGREEMENT (PSA). Any changes in the hourly rate charges will require the District's advance written approval.

11. SCOPE OF WORK

A scope of work may include any and all work efforts as set forth in **Appendix A** of this RFP.

12. NEGOTIATIONS AND AWARD

All RFP submittals will be reviewed, evaluated and scored by a panel in accordance with Section 15. The District reserves the right to terminate this solicitation at any time and

for any reason.

13. PREPARATION OF PROPOSAL

The proposals shall be signed and sealed by a duly authorized official of the prime consulting firm. The proposals shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

14. REQUIRED CONTENT AND FORMAT OF STATEMENT OF QUALIFICATIONS

The District requires a specific format for the proposals. The proposals, not including the Appendices, **shall not exceed 25 pages in length**. Submission of a folded 11x17 sheet will be allowable and be counted as one (1) page towards the 25-page limitation requirement.

14.1 Cover Letter

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total pages count for the submittal. The cover letter shall include a summary of the proposal, including a brief description of the consultant(s), and other key staff. It shall include a commitment to accept the terms and conditions in the RFP and the Professional Services Agreement (PSA). The letter shall also identify a single person for possible contact during the RFP review process.

14.2 Project Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing required for the services requested. All sub-consultants and their roles should be identified. The consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all aspects of the work.

14.3 Qualifications of Consultant Staff and Sub-consultant Staff

This section shall identify the qualifications and related experience of key and significant staff (i.e. direct reports and any others performing important tasks) assigned to the contract.

This section shall also include cameo resumes of all staff identified above. The cameos shall include a summary of relevant management and work experience, years of relevant experience, the current and proposed office location of the person, and a statement of availability. Two references shall be provided for each key staff member.

14.4 Experience of Firm

Relevant experience of the firm shall be identified. Include project descriptions, status of the project, construction cost, and dollar value of services provided. Clearly identify the role of key staff identified herein and identify current client

references. The focus shall be on experience, analysis and documentation for similar **Grant Writing** projects and/or services. Only recent similar projects completed in the past five years, should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project.

14.5 Appendices

Full resumes of proposed staff shall be included in this section. Relevant firm project information may also be included in this section. However, other than staff resumes, firm information and general marketing materials will not be considered in the ranking of the firms submitting proposals. There is no page limit in this section.

14.6 Fee Schedule

Fee schedule will be reviewed during the proposal review process.

15. EVALUATION PROCESS AND CRITERIA

The District will seek to award the contract to the lowest responsible and responsive bidder that demonstrates the ability to meet the needs of the District for the project outlined in this RFP.

The District will appoint a selection panel to evaluate the proposals. Each member of the selection panel will evaluate each RFP using a 100-point scale and the evaluation criteria listed below to calculate a "proposal score" for each consultant. Each member will then rank the consultants by their respective "proposal score".

WRITTEN RFP EVALUATION CRITERIA:

CRITERIA CATEGORIES	POINTS
<ul style="list-style-type: none"> Understanding of the project implementation, needs, and issues; and approach to managing projects. 	15 Points
<ul style="list-style-type: none"> Proven experience, including experience with management of Grant Writing services. 	20 Points
<ul style="list-style-type: none"> Qualifications/experience of key personnel, and availability. 	15 Points
<ul style="list-style-type: none"> Fee schedule and overall monetary cost of services, including references & record of previous budget/schedule project performance. 	40 Points
<ul style="list-style-type: none"> Project management experience in Quality Assurance and Quality Control measures and schedule controls. 	10 Points
TOTAL POSSIBLE SCORE:	100 Points

Each panel member will rank the consultants by their respective "proposal score." The selection panel will convene to discuss and evaluate scoring, and to select a short list of

the top-ranked consultants based upon the rankings (not scores) of the responding consultants.

The top ranked firms may be invited to respond to questions about their submittals at an oral interview. Presenters will be expected to participate in the interview to a degree commensurate with their role in the consultant's RFP. Notification to the short-listed firms will include a time limit for their presentation after which the selection panel will evaluate each presentation using a 100-point scale and the following evaluation criteria to calculate an "oral-interview score" for each short-listed firm.

ORAL PRESENTATIONS OF TOP RANKED CONSULTANTS:

CRITERIA CATEGORIES	POINTS
<ul style="list-style-type: none"> • Clear understanding of the project, needs, and potential issues; and approach to Grant Writing. 	20 Points
<ul style="list-style-type: none"> • Innovative approaches and solutions to potential project issues. 	15 Points
<ul style="list-style-type: none"> • Project cost and schedule control. 	35 Points
<ul style="list-style-type: none"> • Project Manager's prior experience with similar projects; depth and availability of required resources performance. 	20 Points
<ul style="list-style-type: none"> • Oral communication/interpersonal skills including responses to questions. 	10 Points
TOTAL POSSIBLE SCORE:	100 Points

After the oral interviews are complete, each selection panel member will rank the consultants by their respective "oral-interview score" (scores and rankings from the written evaluations are not considered). The selection panel will determine the highest qualified firm based on the rankings (not scores) of the oral interviews. The Executive Director will submit the recommendation of the selection panel to the Board of Directors for approval.

If a proposal is accepted, the respondent is required to enter into a Professional Services Agreement with the District. A sample of the standard District agreement to be used for this project is attached as Appendix B. The District reserves the right to amend this agreement based on the information provided by the respondent in its response to the RFP. Please be advised the following provisions of the District's agreement are non-negotiable:

- Indemnification
- All insurance Terms
- Suspension or Termination of Agreement
- Ownership
- Governing Laws

Upon selection of the successful firm and prior to the execution of the Agreement, the Consultant is required to submit to the District the required insurance certificates for the Consultant, and if appropriate its sub-consultants.

16. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERERS

The Deputy Executive Director shall notify all of the consultant teams of the selection panel's recommendation once the recommendation is transmitted to the Board of Directors. Consultants desiring a debriefing will be allowed to make an appointment with the Executive Director. Debriefings will not be scheduled until the District has acted on the recommendation of the selection panel.

17. ADDITIONAL INFORMATION

17.1 EQUAL EMPLOYMENT OPPORTUNITY

The District is an equal opportunity employer and requires all consultants to comply with policies and regulations concerning equal employment opportunity.

17.2 PUBLIC INFORMATION ACT REQUESTS

All information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and the use and disclosure of all information submitted to the District will be governed by this Act.

APPENDIX A

PRELIMINARY SCOPE OF WORK

APPENDIX A
PRELIMINARY SCOPE OF WORK

The District is inviting qualified firms to submit proposals to provide **GRANT WRITING SERVICES**, which includes, but is not limited to the following tasks:

1. **Funding Needs Analysis** – Work with District staff to facilitate meetings with District departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding including, but not limited to potential grant partnership opportunities including with other agencies and school districts, and what other grant opportunities may be available. A report shall be provided to the District within forty-five days of agreement approval.
2. **Grant Funding Research** – Conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the District’s funding needs and priorities (emphasizing grants which require no “matching” funds), including, but not limit to:
 - a. Infrastructure development and maintenance
 - b. Technology
 - c. Parks and recreation projects & programs, including playgrounds.
 - d. Senior, family, and youth programs
 - e. Energy efficiency and stability
 - f. Environmental and watershed literacy
 - g. Water Conservation and education including Science, Technology, Engineering, and Math (STEM) and Science, Technology, Engineering, Arts, and Math (STEAM)
 - h. Landscape and water efficiency and drought tolerant landscapes
3. **On-Call Grant Research** – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the direction of the agreement. The Scope of Work may also include researching grant opportunities identified by the District.
4. **Grant Proposal Development** – Provide general proposal writing services associated with the completion of grant applications on behalf of the District, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the District.
5. **Legislative Advocacy** – Provide legislative advocacy services on behalf of the District by contacting legislators and legislative staff to promote District message and needs if so directed by the District.
6. **Monthly Invoice Reports** – The successful proposer shall submit detailed monthly invoice reports to the District summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT ("PSA")

**CHINO BASIN WATER CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED]
WITH [REDACTED]**

1. PARTIES AND DATE.

This Professional Services Agreement (“Agreement”) is made and entered into this [date] day of [month], [year] (“Effective Date”) by and between the **CHINO BASIN WATER CONSERVATION DISTRICT**, a special district organized under the laws of the State of California with its principal place of business at 4594 San Bernardino Street, Montclair, CA 91763 (“District”) and [CONSULTANT NAME] a [INSERT TYPE OF LEGAL ENTITY, I.E. CORPORATION, PARTNERSHIP, ETC...verify business account [Online Business Services | California Secretary of State](#)] with its principal place of business at [MUST use address verified on CA Business website] (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [list services consultant will provide such as engineering, marketing, advertising, etc.] services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project

District desires to engage Consultant to render such services to support the District’s [identify what the “project” is that consultant is providing to the district] as they may arise and are procured (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services, Term, and Compensation.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [type of service] consulting services necessary for the Project (“Services”). The Services are more particularly described in **EXHIBIT “A”** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be **three (3) years** [this will vary depending on the nature of the consultant agreement involved] from the Effective Date (from [DATE] to [DATE]), **WITH THE OPTION OF TWO ONE (1) YEAR EXTENSIONS**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Compensation. Consultant shall be paid an amount not to exceed [TYPE OUT DOLLAR AMOUNT DOLLARS AND NO CENT] (**\$XX,XXX.XX**). The authorized Tasks, payment terms, and schedule of payments are set forth in **EXHIBIT "B"**.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in **EXHIBIT "A"** attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may

substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: [name of consultant project contact person].

3.2.5 District's Representative. The District hereby designates the General Manager or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [name of consultant project contact person], or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-

consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in future submitted proposals and **EXHIBIT "A"** attached hereto, or which may be separately agreed upon in writing by the District and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Consultant acknowledges that the actual damages likely to result from breach of the Performance Time and Performance Milestone provisions are difficult to ascertain on the date this Agreement is entered into and may be difficult for the District to prove in the event of a breach. Therefore, the parties intend that the payment of Liquidated Damages in the amount of Five Hundred Dollars (\$500) for each day of delay would serve to reasonably compensate the District for the District's actual damages sustained, and not as a penalty, due to any breach by Consultant of its Performance Time and Performance Milestone obligations under this agreement, and Consultant agrees to pay this amount to the District for each breach of the Performance Time and Performance Milestone provisions

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration

status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion,

transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1)

contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the District will be promptly reimbursed by Consultant or the District may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the District may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 MINIMUM; per claim and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the District, its directors, officials,

officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its

directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Consultant, the District may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the District shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.2.11.9 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All

certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the Tasks set forth in **EXHIBIT "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. For tasks assigned and for which compensation is on an hourly basis, Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as

appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without a written change order authorized by the Board of Directors.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least **seven (7) days** [this will change based on the type of contact...could be anywhere from 7 to 30 days] before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with

the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of District and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.5.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District: Chino Basin Water Conservation District
4594 San Bernardino Street
Montclair, CA 91763
Attn: Elizabeth Willis, General Manager
Email: ewillis@cbwcd.org

Copy to: Administration*
Attn: Alicia Fernandez, Administrative Services Manager
Email: afernandez@cbwcd.org

[Department Name]
Attn: Name, Department Manager
Email: _____@cbwcd.org

****Certificate of Liability Insurance to be emailed to Administrative Department***

Consultant [Insert Consultant Information]
[Insert Address]
[Insert City, State, Zip]
Attn: [Insert Contact]
Email: [insert email]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any

and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE DISTRICT
AND [CONSULTANT NAME]**

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have entered into this Agreement as of the of the Effective Date written above.

“DISTRICT”

CHINO BASIN WATER CONSERVATION DISTRICT

By:

Mark Ligtenberg

President, Board of Directors

Attest:

Elizabeth Willis

General Manager

“CONSULTANT”

[INSERT CONSULTANT COMPANY NAME]

By:

(Signature)

Name *(Print)*

Title *(Print)*

By:

(Signature)

Name *(Print)*

Title *(Print)*

EXHIBITS:

- Exhibit A – SCOPE OF SERVICES
- Exhibit B – COMPENSATION

EXHIBIT "A"
SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

EXHIBIT "B"
COMPENSATION

[INSERT COMPENSATION RATES FOR CONSULTANTS]

]

APPENDIX C
COST PROPOSAL

APPENDIX C
COST PROPOSAL FOR GRANT WRITING SERVICES

Compensation rates shall remain firm for a minimum of two (2) years. Any and all requests for adjustments for follow-on contract renewal period shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for San Bernardino County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov).

APPENDIX D

DISQUALIFICATION QUESTIONNAIRE

APPENDIX E

DISCLOSURE OF GOVERNMENT POSITIONS

APPENDIX F

EX PARTE COMMUNICATIONS CERTIFICATION

**APPENDIX F
EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a District Board of Director concerning **RFP FOR GRANT WRITING SERVICES**.

Signature

Date

Print

OR

I certify that Proposer and Proposer's representatives have communicated after **Friday, May 17, 2024** with a District Board of Director concerning **RFP FOR RFP FOR GRANT WRITING SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date

Print

APPENDIX G

REFERENCES

**APPENDIX G
REFERENCES**

Vendor: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Vendor must provide requested number of references, or the bid may be considered "non-responsive." References should be current or former customers. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Reference #1:

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____

Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:

Reference #2:

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____

Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:

Reference #3:

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____

Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:



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**STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING**

DATE: May 13, 2024

FROM: Elizabeth Willis, General Manager

BY: Alicia Fernandez, Administrative Services Manager

SUBJECT: APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH KDBA, LLC. FOR INTERPRETIVE SIGNAGE AND EXHIBITORY CONCEPT DESIGN SERVICES

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review, discuss, provide feedback and approve Amendment No. 2 to the Professional Services Agreement with KDBA, LLC (KDBA), effective May 13, 2024.

BACKGROUND

On July 12, 2021, the Board authorized the release of a Request for Qualifications Interpretive Signage and Exhibitory Concept Design services. On November 21, 2021, the Board awarded KDBA a Professional Services Agreement to support the District's interpretive media to engage visitors and employ different language styles and innervate different sensory experiences on an as needed basis from November 2021 to June 30, 2023, with the option of three one-year extensions, in an amount not to exceed \$99,304.05.

On February 9, 2023, the Board approved Amendment No. 1 to the KDBA agreement to extend the term from June 30, 2023, to June 30, 2024, and amend the scope of work to include creating visibility signage for the Public Demonstration Garden, the four basins along the San Antonio River Channel, and pin lettering for the Margaret Hamilton Education Building. The additional services increased the compensation by \$66,900.

DISCUSSION/ANALYSIS

The original contract included the possibility of three one-year extensions, one of which has already been approved by the Board. The extension being considered in this item is the second of the three possible extensions. Staff have determined that additional time is needed to complete the full scope of work outlined in the first amendment of the contract. Amendment No. 2 to the Professional Services Agreement with KDBA would allow for continued services to be

BOARD OF DIRECTORS REGULAR MEETING: MAY 13, 2024

Page 2 of 2

completed. At this time, no increase is needed but the services would be completed during Fiscal Year 2024-2025; therefore, the term of the agreement would be extended from June 30, 2024, to June 30, 2025.

Table 1 – Summary of Project Costs:

Professional Services Agreement	99,304.05
Amendment No. 1	\$66,900.00
Amendment No. 2	\$0
Total	\$166,204.05

FISCAL IMPACT

This Professional Services Agreement is budgeted for, in Account No. 51300, for the Fiscal Year 2023-2024 and upcoming.

ATTACHMENT(S)

Attachment 1: Professional Services Agreement with KDBA, dated November 8, 2021

Attachment 2: Amendment No. 1 to Professional Services Agreement with KDBA, dated February 9, 2023

Attachment 3: Amendment No. 2 to Professional Services Agreement with KDBA, dated May 13, 2024

**CHINO BASIN WATER CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of November 2021 by and between the CHINO BASIN WATER CONSERVATION DISTRICT, a special district organized under the laws of the State of California with its principal place of business at 4594 San Bernardino Street, Montclair, CA 91763 (“District”) and KBDA, LLC a limited liability company with its principal place of business at 1121 Hill Street, Santa Monica, CA 90405 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Interpretive Signage & Exhibitory Concept Design Services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project

District desires to engage Consultant to render such services to support the District’s interpretive media to engage visitors and employ different learning styles and innervate different sensory experiences services as they may arise and are procured (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in EXHIBIT “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from the date listed at the top of this Agreement to June 30, 2023, with the option of three one-year extensions. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Compensation. Consultant shall be paid an amount not to exceed NINETY-NINE THOUSAND THREE HUNDRED FOUR DOLLARS AND FIVE CENTS (\$99,304.05). The authorized Tasks, payment terms, and schedule of payments is set forth in EXHIBIT "A".

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in EXHIBIT "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Kim Baer and Heather Lindquist.

3.2.5 District's Representative. The District hereby designates the General Manager or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of

the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Kim Baer and Heather Lindquist, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in future submitted proposals and Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the District and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Consultant acknowledges that the actual damages likely to result from breach of the Performance Time and Performance Milestone provisions are difficult to ascertain on the date this Agreement is entered into and may be difficult for the District to prove in the event of a breach. Therefore, the parties intend that the payment of Liquidated Damages in the amount of Five Hundred Dollars (\$500) for each day of delay would serve to reasonably compensate the District for the District's actual damages sustained, and not as a penalty, due to

any breach by Consultant of its Performance Time and Performance Milestone obligations under this agreement, and Consultant agrees to pay this amount to the District for each incident of material breach of the Performance Time and Performance Milestone provisions.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2);

or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office

Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the District will be promptly reimbursed by Consultant or the District may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the District may suspend or terminate this Agreement.

~~3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 MINIMUM; per claim and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.~~

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements

providing the exact same coverage, the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall

specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Consultant, the District may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the District shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.2.11.9 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the Tasks set forth in Exhibit "A" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. For tasks assigned and for which compensation is on an hourly basis, Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without a written change order authorized by the Board of Directors.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (5) years following completion of the Project and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data

the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.5.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

KBDA, LLC

1121 Hill Street
Santa Monica, CA 90405
Attn: KIM BAER

District:

Chino Basin Water Conservation District
4594 San Bernardino Street
Montclair, CA 91763
Attn: GENERAL MANAGER

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

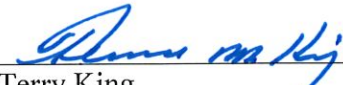
3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE DISTRICT
AND KBDA, LLC**


IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 8th day of November 2021.

**CHINO BASIN WATER
CONSERVATION DISTRICT**

By: 
Terry King
President

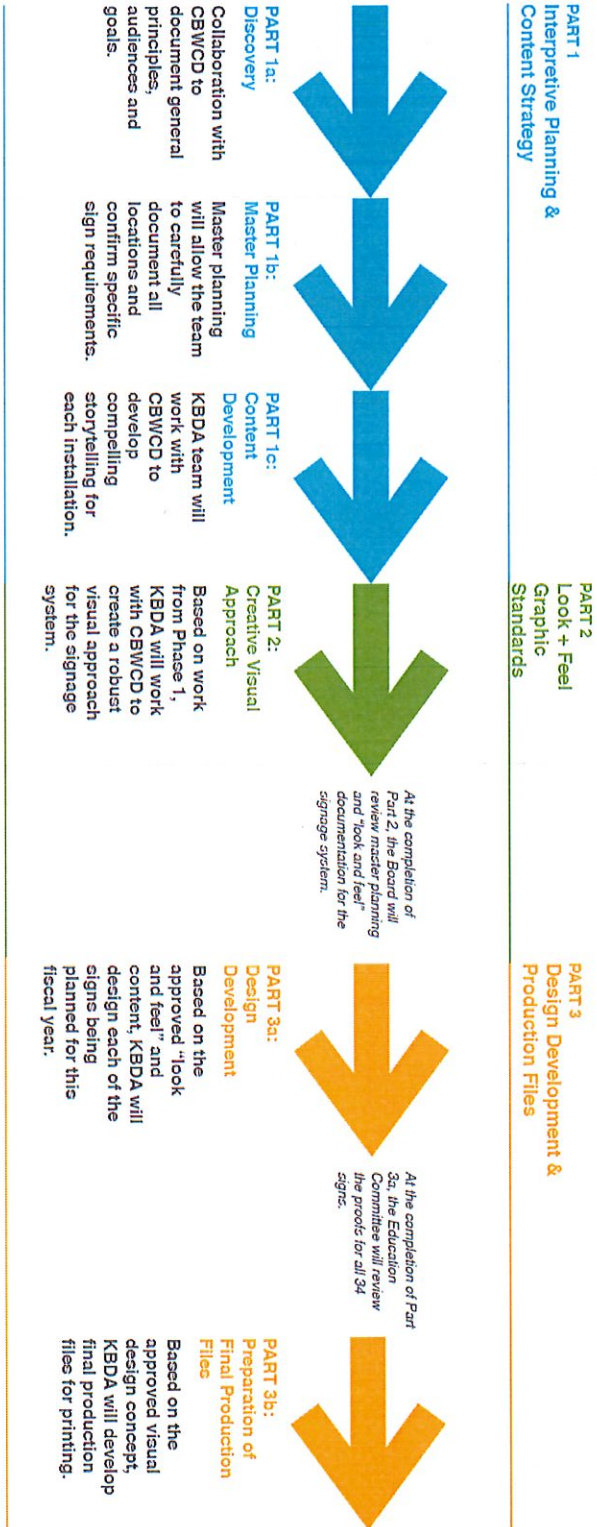
Date: 11/8/2021

KBDA, LLC

By: 
(Signature)
Kimi Baer
Name (Print)
principal
Title (Print)

Date: 11/19/21

EXHIBIT "A"



Proposed Process and Fee Schedule

KBDA understands that Chino Basin Water Conservation District (CBWCD) is committed to reimagining the role onsite interpretive graphics can play in inspiring behavior change and helping empower community members to move towards creating and managing similar landscapes in their homes and communities.

KBDA is pleased to propose the following process for collaboration on this project, detailing how KBDA would provide strategy, consultation, design and project management services for this project. We see this document as a starting point for ongoing conversation with CBWCD.

KBDA would be honored to partner with CBWCD to create a cohesive and effective environmental graphic design (EGD) system. KBDA sees this project as comprising the following parts:

Proposed Process	
Phase 1: Interpretive Planning & Content Strategy	10
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Phase 1c: Content Development	12
Phase 2: Look and Feel Graphic Standards	14
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Phase 1: Interpretive Planning & Content Strategy

Phase 1a: Discovery

Complex projects are most successful when launched with clear, shared understanding. Based on past collaboration and the RFP for this project, KBDA understands this project incorporates multiple types/tiers of signage designed to address a diverse range of existing circumstances and garden goals.

KBDA proposes commencing our collaboration with initial discovery work to reach team consensus about general principles and the desired look and feel of the overall environmental graphic system. This discovery phase will also confirm relevant aspects of CBWCD's overall brand strategy, as the project will be developed as an extension of the organization's brand. Discovery would cover topics including but not limited to the following:

- Confirmation of audience types/growth goals
- Peer landscape evaluation (i.e., how does CBWCD differentiate from California Botanic Garden, etc.?)
- Brand personality attributes to be reinforced by EGD content and aesthetic. What should the "tone of voice" be in the writing and the graphic design?
- Desired visual prominence of EGD elements, in context of the surrounding landscape/environs
- Relationship between EGD components and CBWCD's Education/Programming Initiatives/materials
- Best approach to providing bilingual content

Our activities in this first part of work will inform the subsequent concept and design development parts of work.

Activities

- Review all available background information (including but not limited to existing research, any visitor /audience surveys, updated relevant site plans/elevations, strategic planning documents, existing brand guidelines, etc.)
- Kickoff meeting with CBWCD team, including a site walkthrough to:
 - Document current conditions
 - Preview any areas of the gardens to be updated in 2021-2022
 - Identify visitor experience opportunities and wayfinding touchpoints
- Present findings, concurrently conducting an onsite workshop session/charrette with the CBWCD team to test key preliminary concepts/preferences

Meetings budgeted

- 2 calls
- 1 onsite work session (3 hours)

Phase 1: Interpretive Planning & Content Strategy

Phase 1b: Master Planning

Informed by our Discovery phase work together, KBDA will proceed to the master planning phase.

Please note that, for estimating purposes, KBDA will follow the preliminary schedule of signage needs as established in CBWCD's RFP, including:

- Up to 4 large panels
- Up to 26 mid-size panels
- Up to 12 small panels

If, during our master planning work together, the team determines that additional EGD signage beyond these initial components will be desired, KBDA will work with CBWCD to phase those additional components into scopes of work planned for 2022 and beyond.

Activities

- Evaluate storytelling goals for all onsite signage
- Space-mapping exercises: Working with existing map(s) and specific site photos of the gardens (to be taken during Discovery), KBDA and the CBWCD team will:
 - Revise the working map as per any pending updates to the grounds, including updates to named "zones" within the gardens, if needed
 - Identify and confirm locations of desired wayfinding and interpretive opportunities (including secondary gate entrance)
 - Devise a preliminary system of sign types (e.g., by scale; Level 1 vs. Level 2 vs. specimen details)

- With CBWCD team, finalize the schedule of signage needs
- Devise a nomenclature system for EGD components (for clear cross-reference by multiple collaborators at each stage of the process, from content development through final installation)
- Create low-fidelity wireframes (black/white diagrams) for the main sign types to be used as a master reference going forward
Note: this is will be a key moment to evaluate the space requirements for bilingual content. KBDA will work with CBWCD to evaluate the best strategies, which will include looking at content trade-offs and the cost/benefit of going to slightly larger signs at key locations.

Deliverables

- Creative brief to document all the agreed upon principles defined through the Master Planning process. This creative brief will be the touchstone document to inform all subsequent phases. (PDF)
- Final signage list (Excel doc)
- Wireframes (diagrams) of basic sign types (PDF)
- Optional: Presentation of EGD planning work in progress (PDF)

Meetings budgeted

- Up to (2) update/prep/ calls with CBWCD
- (1) onsite presentation with CBWCD

Phase 1: Interpretive Planning & Content Strategy

Phase 1c: Content Development

Based on attributes, tone of voice, and storytelling objectives agreed to in the preceding parts of work, KBDA can collaborate with CBWCD to develop compelling content for its EGD components.

This estimate includes content development for:

- 4 large panels (e.g., 1 in the Demonstration Garden welcome/orientation; 1 near the Percolation Basin; 2 in the Wilderness Park area)
- 26 mid-size panels (located throughout the Demonstration Garden and Oak Woodlands)
- 12 small panels (located mostly in the Demonstration Garden)
- 42 Total

The estimate is based on the assumption that interpretive signs will follow typical design formats (i.e., large, medium, and small signs will share identical dimensions/fabrication specs; layouts will vary according to content).

Additionally, this estimate assumes that CBWCD will repurpose the existing garden site map developed by KBDA for the orientation panel and draw upon key messages from the brand messaging guidelines. Specifically, key messages for the Chino Basin Water Conservation District's master brand will inform the interpretative approach to the panels in the Oak Woodland, Wilderness Park, and the Percolation Basin overlook, while key messages for the Waterwise Education Center sub-brand will inform the interpretive approach on the

Demonstration Garden, with an emphasis on empowering and inspiring home gardeners and area residents.

Content development will likely occur concurrently with the later described visual design parts of work.

Activities

- Given prioritized content goals established during Discovery and Master Planning, KBDA to evaluate the most efficient/effective content development process with the CBWCD team, e.g.:
 - CBWCD team to provide draft "content inventory" (Word docs) for each interpretive panel, to alert the KBDA team as to what key messages the CBWCD would like to highlight at each location, in order to support programming, along with links to key secondary and primary source materials
 - CBWCD team to provide relevant high-res images and visual assets
- KBDA/Heather to develop and manage content development project schedule
- KBDA/Heather to incorporate CBWCD-provided "content inventory" and reference materials into detailed content outlines based on sign types, content goals, and key messages, and submit these outlines for review and approval by CBWCD team
- KBDA to create refined interpretive sign wireframes, providing Heather/CBWCD team with copy counts for each, including desired text hierarchy (titles, subtitles, headers, body copy, captions, etc.) and juxtaposition of English and Spanish language within each panel

Phase 1: Interpretive Planning & Content Strategy

Phase 1c: Content Development (continued)

- KBDA/Heather to submit writing samples for each sign type to confirm tone, approach, readability level, etc.
- KBDA to participate in one round of testing and evaluation of draft design and sample copy elements with visitors onsite
- Heather to develop editorial style guidelines to ensure consistency
- Based on approved wireframes, sample copy and audience testing results, Heather to draft content for all signs and provide up to (2) rounds of revisions based on consolidated feedback from CBWCD team
- Heather to deliver final, approved interpretive content to KBDA for typesetting into design files

Deliverables

- Content development wireframes (PDF)
- Final content documents for typesetting (Word/PDF)

Meetings budgeted

- Recommend a weekly standing project call to maintain ongoing, regular communication with Heather and CBWCD team throughout this part of the project (up to 24 budgeted)
- (1) presentation of content development wireframes to CBWCD team

Phase 2: Look and Feel Graphic Standards

This phase will be informed by activities completed in previous phases of work and may be concurrent with Phase 1c: Content Development.

Building on the approved creative brief and initial signage system/types, our objective for the look and feel/graphic standards phase of work will be to establish an effective visual approach to the environmental graphic signage system as it relates to:

- Visitor orientation (e.g., large-scale overview map signs, map guides)
- Wayfinding (e.g., identifying different zones within the gardens, indicating offerings at various decision points along garden paths)
- Interpretive signage (e.g., communicating what is special about the gardens, informing visitors about botanical collections on view, highlighting seasonal points of interest)

Activities

- Based on Phase 1 outcomes, incorporate team preferences into a cohesive visual concept document/"mood board," aligned with CBWCD's existing brand guidelines, to serve as guidance to drive look and feel during Phase 3 design development.
- With CBWCD, confirm up to (3-4) sign type to be used as demo applications
- Develop design studies for how look and feel will apply to this demo set of (3-4) sample signage types, including preliminary indications of color palette, photography, and icons, as well as use of typography to address information hierarchy with elements such as:

- Headline and subhead styling for quick reading to draw visitors in
- Short body copy to convey key messages
- Captions to bring imagery to life
- "Call to action" elements, such as:
 - › QR codes and/or links to get additional resources
 - › Invitations to "try this at home"
- Present (2) different visual approaches to CBWCD
- Demonstrating (2) design approaches to a sample set of (3-4) signs to show how layouts may vary based on content
- May include placeholder copy/assets, but will map to approved wireframes from Phase 1c: Content Development
- (1) round of revisions
- Once CBWCD selects its preferred visual concept from the Round 1 presentation, KBDA will implement (1) round of revision based on consolidated feedback

Deliverables

- Visual concept look and feel document/mood board (PDF)
- Initial design sketches demonstrating selected visual concept applied to 3-4 samples of EGD signage types (PDF)
- Final "look and feel" documentation and specifications (PDF) to inform all subsequent phases.

Meetings budgeted

- (2) presentations of concept design to CBWCD team

Phase 3: Design Development & Production Files

Phase 3a: Design Development

For the purposes of this estimate and based on the work completed in prior phases, KBDA will develop design for up to 42 interpretive signs, all following three basic format/sign type (large, mid-size, and small):

Please note that work on this phase is contingent on completion of Phase 1c: Content Development work, in order to have approved content to design with.

Activities

- Final confirmation of locations of interpretive sign types to specific garden locations based on work done in Phase 1 and Phase 2
- Final approval of content/information to be included on each interpretive sign developed in Phase 1c
- Coordinate with CBWCD to procure and approve Spanish translations for content as needed
- Coordinate with CBWCD to procure and approve any photography not provided directly from CBWCD's image library (per RFP, imagery to be provided by CBWCD). Up to 6 hours of stock photo research included in this proposal.
- Coordinate with CBWCD to procure and approve any icons not provided by CBWCD from CBWCD brand icon library (per RFP, imagery to be provided by CBWCD). Up to 4 hours of icon research included in this proposal.
- Confirmation of material/hardware
- Based on look and feel approved in Phase 2 and content from Phase 1c, prepare and present Round 1 design proofs (1 meeting budgeted)

- Create a sampling of low-fidelity physical mockups (e.g., black & white paper printouts) at 100% scale for onsite evaluation
- KBDA coordinates outside proofreader's review of Round 1 proofs
- Based on consolidated Round 1 feedback, implement Round 2 revisions
- KBDA coordinates outside proofreader's review of Round 2 proofs
- Final proofs submitted
 - Final refinements prior to design production, based on consolidated Round 2 feedback, including typesetting and placement of final assets to be provided by CBWCD
- Based on CBWCD signoff, finalize design production (See Phase 3b)
 - Confirm final file format as per fabricator specifications
 - Confirmation of final materials/techniques
 - Installation annotation/guidance as required (assuming 95% of signs will be re-using existing mounts)
 - Throughout design development: Update signage schedule as needed

Deliverables

- Up to (3) rounds of design proofs (PDF). Included in this scope of work, CBWCD has the opportunity to provide 2 rounds of comments

Meetings budgeted

- Up to (2) design presentations with CBWCD (including (1) onsite evaluation visit using select Round 2 mockups, and to review fabricator material and hardware samples

Phase 3: Design Development & Production Files

Phase 3b: Preparation of Final Production Files

Based on the approved visual design concept from Phase 3a, KBDA will develop final production files for printing:

Activities

- Based on CBWCD approval, execute design production
 - Final file format as per fabricator specifications
 - Develop color patch tests, based on colors from CBWCD brand guidelines, as well as sample patch tests for photography, for printer to execute on final materials
 - Review color patch tests onsite with CBWCD team

Deliverables

- Final proofs for sign off (PDF)
- Final design files for up to (42) signs (file formats per vendor specs)

Meetings budgeted

- (1) call budgeted to confirm final approval from CBWCD to release files for printing
- (1) onsite evaluation visit (to review color patch tests)

Phase 4: Production & Fabrication Supervision

Phase 4a: Estimating Support

Upon confirmation of CBWCD's preferred visual concept for its EGD program, KBDA will work with CBWCD to update a more detailed schedule of signage components, which will help CBWCD procure updated pricing for fabrication and installation.

Activities

- KBDA to update and annotate a preliminary signage schedule to define sizes, materiality, and special considerations/
- KBDA to be available to CBWCD to review fabricator's final pricing and specs (3 hours budgeted.)

Deliverables

- Preliminary annotated schedule of signage (final format TBD, may include PDF/XLS components)

Phase 4b: Installation Supervision / Quality Assurance

Once final fabrication has been completed, KBDA will plan to be onsite for the first day of installation. KBDA will also help CBWCD set up format for a "punch list" for any quality control issues CBWCD might want to discuss with their fabrication/ installation vendor(s).

Activities

- On-site review and QA of installation for first batch of signs (budgeted at 1-day to keep costs down)
- Punch list format developed so CBWCD team can document fabrication and installation follow-up needed with CBWCD's fabrication and installation partner(s)

Deliverables

- Punch list format

EXHIBIT "A"

Fee Schedule

Exclusions

This estimate does not include out-of-pocket costs for delivery/shipping services. This estimate does not include fabrication costs.

KBDA will solicit client authorization for any anticipated additional work prior to incurring costs not covered by the project scope.

Invoicing

A commencement invoice will be issued to initiate work on this project. Subsequent invoices will be sent on a regular basis for work completed. Invoices are payable net 30. Complete payment for the project must be received before final files can be released to the printer. According to the RFP, this scope of work would be completed between November 2021 and end of June 2022.

EXHIBIT "A"

Scope of Work & Fee Schedule

Activity/Deliverable	Quantity	Estimated Hours	Extension	Subtotal
HEATHER LINDQUIST (\$92.50/hour)				
Phase 1A: Discovery				
Kick-off meeting w/ team	1	4	4	
Support creative brief	1	4	4	
Charrette w/ team	1	4	4	
			12	\$1,110.00
Phase 1B: Master Planning				
Support wireframe development	1	6	6	
Support sign census	1	2	2	
			8	\$740.00
Phase 1C: Content Development				
Coordinate with CBWCD staff to review content pre-writes	1	2	2	
Meeting participation (30 mins/week for 24 weeks)	20	0.5	10	
Write content outlines based on client's pre-writes	30	1	30	
Write sample copy for each panel type based on KBDA wireframes, text hierarchy and copy counts	3	6	18	
Develop editorial style guidelines for the project to ensure consistency	1	3	3	
Write first draft of main/large panels (Qty 4)	4	6	24	
Write first draft of medium size panels (Qty 26)	26	4	104	
Write first draft of small size panels (Qty 11)	11	2	22	
Participate in client feedback review discussion	1	4	4	
Write second draft of main/large panels (Qty 4)	4	2	8	
Write second draft of medium size panels (Qty 26)	26	1.5	39	
Write second draft of small size panels (Qty 11)	11	0.5	5.5	
			169.50	\$14,928.75

(continued on the next page)

EXHIBIT "A"

Scope of Work & Fee Schedule

Activity/Deliverable	Quantity	Estimated Hours	Extension	Subtotal
KBDA DESIGN TEAM (\$275.00/hour)				
Phase 1A: Discovery				
Kick-off meeting w/ team	1	4	4	
Project management	2	3.5	7	
Research	2	2.5	5	
Charrette w/ team	2	2.5	5	
			21	\$3,675.00
Phase 1B: Master Planning				
Refine sign census and location map	2	5	10	
Create wireframes (3 sizes)	2	12	24	
Create creative brief	2	6	12	
Team calls (2) and one presentation	2	5	10	
Project management and documentation	2	10	20	
			76	\$13,300.00
Phase 1C: Content Development				
Manage project management throughout this phase	2	15	30	
Participate in client feedback review discussions	2	4	8	
Virtual meetings (3) plus presentation (1)	2	8	16	
			54	\$9,450.00
Phase 2: Look and Feel Graphic Standards				
Create mood board	2	4	8	
Produce design studies	2	12	24	
(1) Round of revisions for design studies as needed	2	6	12	
(3) Presentations – onsite	2	7	14	
Project management and documentation	2	4	8	
			66	\$11,550.00

(continued on the next page)

EXHIBIT "A"

Scope of Work & Fee Schedule

Activity/Deliverable	Quantity	Estimated Hours	Extension	Subtotal
KBDA DESIGN TEAM (\$175.00/hour)				
Phase 3a: Production				
Ongoing project management	2	15	30	
Coordination with translator	1	8	8	
Photo and icon research (64 hours budgeted)	1	10	10	
Prepare design proofs in 3 batches	2	13	26	
Prepare select low-fidelity mockups	2	4	8	
Review select low-fidelity mockups onsite	1	5	5	
Coordination with proofreader	1	6	6	
Finalize sign schedule	2	2	4	
Final revisions for (34) signs	1	16	16	
			113	\$19,775.00
Phase 3b: Production				
Prepare final production files for (34) signs	2	12	24	
Prepare color patch tests and review onsite	2	5	10	
Coordinate with proofreader	1	6	6	
Route final proofs to CBWCD	1	4	4	
			44	\$7,700.00

(continued on the next page)

EXHIBIT "A"

Scope of Work & Fee Schedule

Activity/Deliverable	Quantity	Estimated Hours	Extension	Subtotal
HEATHER LINDQUIST (\$97.50/hour)				
Phase 3: Production				
Coordinate with Spanish translator	1	6	6	
Support graphic layout and production proofreading, captions, etc.	15	0.375	5.625	
			11.625	\$1,075.30
PHASES 1-4 TOTAL			675.175 hours	\$63,304.05
Outside Expenses				
Estimate for Spanish translation				
Note: translators charge by the word, so this is a preliminary "rough order of magnitude" estimate only, based on current census. Estimate would need to be updated once final signage has been drafted in Phase 3. Translator has done work for Huntington Library, L.A. Zoo and Aquarium of the Pacific.				\$2,000.00
Estimate for outside proofreader (2 rounds of review). This estimate will also need to be updated once proofs are ready in Phase 3				\$2,000.00
Estimated out-of-pocket expenses for mockups (5 b/w, 3 color samples at 100%)				\$2,000.00
OUTSIDE EXPENSES TOTAL				\$6,000.00

(continued on the next page)

EXHIBIT "A"

Scope of Work & Fee Schedule

Exclusions

This estimate does not include out-of-pocket costs for delivery/shipping services. This estimate does not include fabrication costs.

KBDA will solicit client authorization for any anticipated additional work prior to incurring costs not covered by the project scope.

Invoicing

A commencement invoice will be issued to initiate work on this project. Subsequent invoices will be sent on a regular basis for work completed. Invoices are payable net 30. Complete payment for the project must be received before final files can be released to the printer. According to the RFP, this scope of work would be completed between November 2021 and end of June 2022.

**CHINO BASIN WATER CONSERVATION
DISTRICT CONTRACT AMENDMENT NO. 1**

1. PARTIES.

This Contract Amendment is made and entered into this 9th day of February 2023 by and between the CHINO BASIN WATER CONSERVATION DISTRICT, a special district organized under the laws of the State of California with its principal place of business at 4594 San Bernardino Street, Montclair, CA 91763 ("District") and KBDA, Inc. , a limited liability company with its principal place of business at 1121 Hill Street, Santa Monica, CA 90405 ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

The Parties to this Contract Amendment do mutually agree and promise as follows:

2. PURPOSE.

This Contract Amendment is being entered into to amend the Contract between District and Consultant which was approved by the Board of Directors or executed by the General Manager on **NOVEMBER 8, 2021**, which original term commenced on **NOVEMBER 8, 2021**, and terminated on **JUNE 30, 2023**, with the options for three one-year contract extensions, and with an original contact payment limit of **NINETY-NINE THOUSAND THREE HUNDRED FOUR DOLLARS AND FIVE CENTS (\$99,304.05)**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

2.1 Original Contract Provisions.

The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

2.2 Amendment Provisions.

This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

2.3 Insurance Coverage Updated and Maintained.

Pursuant to the Original Contract, the Consultant shall provide the District with updated insurance certificates, and the Consultant shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

3. AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT, AND SERVICE PLAN).

3.1 Term. Original Contract Section 3.1.2 Term is amended to read as follows:

"The term of this Agreement shall be from **FEBRUARY 13, 2023, TO JUNE 30, 2024**, exercising the option of the first of three one-year extensions."

3.2 Compensation. Original Contract Section 3.3.1 is amended to read as follows:

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference, up to the total amount of **SIXTY-SIX THOUSAND NINE HUNDRED DOLLARS AND NO CENT (\$66,900)** authorized therein for an updated not-to-exceed total of **ONE HUNDRED SIXTY-SIX THOUSAND, TWO HUNDRED FOUR DOLLARS AND FIVE CENTS (\$166,204.05)**. Extra Work may be authorized by the District's Board of Directors, as described below, and if authorized, will be compensated at the rates and manner set forth in the Original Agreement.

3.3 Exhibit "A" Scope of Work is amended and attached hereto.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT AMENDMENT NOT CHANGED BY THIS AMENDMENT REMAIN AS ORGINALLY WRITTEN

3.4 Entire Amendment. This Amendment contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURE PAGE FOR CONTRACT AMENDMENT NO. 1 BETWEEN THE DISTRICT AND KBDA, INC.

IN WITNESS WHEREOF, the Parties have entered this Amendment No. 1 as of the date in paragraph one, on page one of this Amendment.

**CHINO BASIN WATER
CONSERVATION DISTRICT**

By: Mark Ligtenberg
Mark Ligtenberg
President of the Board

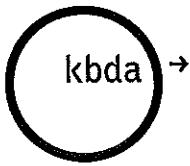
KBDA, INC.

By: Kim Baer
(Signature)
Name (Print)
Title (Print)

By: _____
(Signature)
Name (Print)
Title (Print)

EXHIBIT A

SCOPE OF WORK



1121 Hill Street
Santa Monica, CA 90405
310.255.0902 ph

ESTIMATE
February 5, 2023

Chino Basin Water Conservation District

PROJECT DESCRIPTION

The team at CBWCD has asked KBDA to create visibility signage for the Public Demonstration Garden at the Waterwise Community Center, the four basins along the San Antonio River Channel, and pin lettering for the Margaret Hamilton Education Building.

WCC STREET FRONT / LIGHTPOLE BANNER DESIGN

- | | |
|--|----------|
| 1. On-site analysis of locations/number of banners | (1 hr) |
| 2. Determine best banner size | (1 hr) |
| 3. Create mockups of vertical vs. horizontal banner solutions | (8 hrs) |
| 4. Select appropriate hardware and other fabrication features | (2 hrs) |
| 5. Determine content for 6 vertical banners – very light content | (5 hrs) |
| 6. Design of 6 banners, includes: | (12 hrs) |
| – Messaging study for best use of space/placement | |
| – Initial design of 1 banner to determine direction & best orientation | |
| – Design of 1 banner to determine direction & best orientation | |
| – Design of 5 remaining banners | |
| 7. Presentation of designs | (4 hrs) |
| 8. Design Copy and refinements after presentation | (5 hrs) |
| 9. Create one full-scale comp to test height, refine | (2 hrs) |
| 10. Prepare mechanical files for banner copy | (3 hrs) |
| 11. Translation | (2 hrs) |

CBWCD to handle ordering hardware, printing, and installation.

BUDGET TOTAL for Street Front Visibility
45 hours @ \$175.00 = \$7,875.00

GARDEN FENCE BANNER DESIGN

Two banners – one for the fence along San Bernardino Street and one for the fence between the park and the garden)

1. Determine content for banner (plan is to print 2 of the same design) (9 hrs)
2. Design of 1 banner type includes:
 - Messaging study for best use of space/placement (3 hrs)
 - Image selection & retouching, if needed (2 hrs)
 - Presentation of designs (2 hrs)
 - Design & copy refinements after presentation (4 hrs)
 - Preparation of mechanical files for banner company (2 hrs)
 - Print supervision (2 hrs)
 - Translation (2 hrs)

BUDGET TOTAL for Fence Banner Design
26 hours @ \$175.00 = \$4,550.00

ESTIMATE FOR BASIN SIGNS DESIGN

Four signs: (1) Corner of W Arrow Route and Monte Vista Avenue, (2) Along Arrow Highway, (3) Along Moreno Street, (4) Along San Jose Street.

1. Determine content for banner (plan is to print 4) (9 hrs)
2. Design of 1 banner type, includes:
 - Messaging study for best use of space/placement (3 hrs)
 - Image selection & retouching, if needed (2 hrs)
 - Presentation of designs (2 hrs)
 - Design & copy refinements after presentation (4 hrs)
 - Preparation of mechanical files for banner company (2 hrs)
 - Print supervision (2 hrs)
 - Translation (2 hrs)

BUDGET TOTAL for Basin Signs Design
26 hours @ \$175.00 = \$4,550.00

ESTIMATE FOR PIN LETTERING FOR MARGARET HAMILTON EDUCATION BUILDING

Pin lettering will be installed on the south side of the building to the left of the main entrance for maximum visibility.

- | | |
|--|----------|
| 1. Determine Spacing Specifications | (2 hrs) |
| 2. Create photo mockups | (2 hrs) |
| 3. Create full scale hard copy mockup to test onsite | (2 hrs) |
| 4. Prepare final files | (11 hrs) |

CBWCD to procure fabrication pricing and manage vendor.

BUDGET TOTAL for Pin Letter for Margaret Hamilton Education Building
17 hours @ \$175.00 = \$2,975

Throughout: Project Management

Throughout the life of the project, KBDA will help coordinate communication with the overall team, update budgets and schedules, and facilitate production. Project management activities are listed below.

- Manage and update project schedules
- Provide regular updates
- Help coordinate print specifications with CBWCD team
- Provide change orders, if required, for any client changes

BUGET TOTAL for Project Management
6 hours@ \$175 = \$1,050.00

PROJECT TOTAL: 120 HOURS @ \$175 = \$21,000

ASSUMPTIONS

- CBWCD should expect to:
 - Assign a primary contact and project manager so that KBDA can maintain ease of access and open lines of communication
 - Deliver to KBDA all existing research and other background documents for reference
 - Collect, coordinate, and obtain permissions for the use of any photographs and/or other visual assets for use in documents
 - Deliver high-resolution imagery as needed
 - Be responsible for obtaining approvals from key stakeholders
 - Manage imagery and font licenses to facilitate in-house implementation
 - All core team key decision-makers must be available for meetings and presentations as scheduled; any cancellations and rescheduled meetings will extend the timeline accordingly.
 - “Socializing” the process and results will be critical to the success of this effort. KBDA has tried to anticipate the number of meetings/workshops that will be required. This estimate is based on all meetings being virtual. If in-person meetings are ultimately advisable or required, this estimate will need to be updated accordingly.
 - Unless otherwise specified, phone calls, web conferences and meetings are estimated to last up to 60 minutes.
 - Each round of revision will be delivered to KBDA comprehensively, meaning that all content/asset change requests are consolidated into a single/master markup document per each round of revision.
 - All final deliverables from KBDA will be delivered electronically unless otherwise noted. (Physical delivery formats may incur state sales tax, which is not included in this estimate.)
-

BUDGET COMMITMENTS

Any additional time required for meetings, interviews, or rounds of revisions beyond those outlined in the scope of work above will be billed at the studio's hourly rate.

KBDA will provide budget updates on a regular basis and will confirm these budget allocations with the CBWCD team at the beginning and end of each phase, before proceeding. If the CBWCD team requires more meetings or rounds of revisions than covered in the scope of work outlined here, the KBDA team will consult with the CBWCD team to re-evaluate whether the budget will need to be extended, or certain deliverables edited down.

EXCLUSIONS

This estimate does not include costs for photography, or art direction of the same unless specifically stated above.

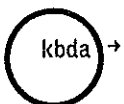
If additional writing services are needed, KBDA can provide an estimate for these services.

This estimate does not include out-of-pocket costs for materials required for mockups, delivery/shipping services, copy editing and proofreading, translations, or production costs (e.g., image retouching).

This estimate does not include printing costs, or onsite supervision of printing.

INVOICES

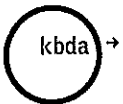
A commencement invoice will be issued to initiate work on this project. Subsequent invoices will be sent on a regular basis prior to the launch of each phase. Invoices are payable net 30. Complete payment for the project must be received before final files can be released to the client.

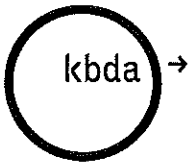


Accepted on behalf of CBWCD by:

Title:

Date:





1121 Hill Street
Santa Monica, CA 90405
310.255.0902 ph

ESTIMATE
February 3, 2023

Chino Basin Water Conservation District
Event Marketing Templates

PROJECT DESCRIPTION

The team at CBWCD has asked KBDA to create brand identities and communication templates to promote its signature onsite events to stakeholder groups and the public.

KIT OF PARTS FOR BRANDED EVENTS

1. Logo
2. Flyer
3. Social posts (3 formats)
4. Postcard mailer
5. Digital invite (variation on flyer) for Open House only

FOR EACH OF FOUR SIGNATURE EVENTS

1. Pumpkin Fest
2. Dog Days of Summer
3. Visit Our Garden
4. Spring Open House

WORK PLAN

Phase 1: Discovery

- KBDA will confirm final sizes for each deliverable and which items require print files
- Working call with Maia and team to evaluate content strategies and process
- KBDA to create rough sketches for templates to discuss with CBWCD team
- CBWCD team creates drafts using approved copy for each deliverable (Word docs)

Phase 2: Event Branding Development

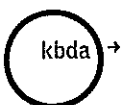
- KBDA develops logo system and color palette for the 4 event types
- KBDA presentations for logo/color systems (no more than 2)
- One round of revisions to system based on 1 round of consolidated feedback

BUDGET TOTAL for Phase 1 and 2
57 hours @ \$175.00 = \$9,975.00

PHASE 3: TEMPLATE DEVELOPMENT

Based on initial content requirements outlined in Phase 1, KBDA creates CANVA or Adobe templates for the following

- Flier
- Postcard
- Social media posts (3 formats)
- Digital invite (variation of flier) for Open House only



Work includes

- KBDA presentation showing design of coordinated templates with copy counts for the 4 items listed above (maximum presentations to 2 groups)
- One round of revisions to templates based on 1 round of consolidated written feedback

PHASE 4: CONTENT REFINEMENT

Based on mockups presented in Phase 3:

- CBWCD delivers final content, including approved translations, on all items, based on approved templates and copy counts provided
- 8-12 hours of KBDA project management included for this phase.

BUDGET TOTAL for Phase 3 and 4
57 hours @ \$175.00 = \$9,975.00

PHASE 5: DESIGN IMPLEMENTATION FOR PUMPKIN FESTIVAL

Based on work completed in Phases 1-4, KBDA will work with CBWCD team to create final deliverables to promote CBWCD's signature Fall Pumpkin Festival. Note promotion needs to ready to roll out in May.

Work in this phase includes:

- KBDA delivers proofs on all Pumpkin Festival materials (3 items)
- CBWCD reviews all Pumpkin Festival materials and delivers one consolidated mark up on all items, including any translation updates required
- KBDA delivers final templates/and/or print files on all Pumpkin Festival materials

PHASE 6: DESIGN IMPLEMENTATION FOR "DOG DAYS OF SUMMER FESTIVAL"

Based on work completed in Phases 1-5, KBDA will work with CBWCD team to create final deliverables to promote CBWCD's "Dog Days of Summer" event. Note promotion needs to ready for launch in May.

Work in this phase includes:

- KBDA delivers proofs on Dog Days of Summer materials (3 items)
- CBWCD reviews all Dog Days of Summer materials and delivers one consolidated mark up on all items, including any translation updates required
- KBDA delivers final templates/and/or print files on Dog Days of Summer materials

BUDGET TOTAL for Phase 5 and 6
57 hours @ \$175.00 = \$9,975.00

PHASE 7: DESIGN IMPLEMENTATION FOR "VISIT THE GARDEN" EVENT Based on work completed in Phases 1-4, KBDA will work with CBWCD team to create final deliverables to promote CBWCD's signature Visit the Garden event.

Work in this phase includes:

- KBDA delivers proofs on all Visit the Garden materials (3 items)
- CBWCD reviews all Visit the Garden materials and delivers one consolidated mark up on all items, including any translation updates required
- KBDA delivers final templates/and/or print files on all Visit the Garden materials

PHASE 8: DESIGN IMPLEMENTATION FOR "SPRING OPEN HOUSE" EVENT

Based on work completed in Phases 1-5, KBDA will work with CBWCD team to create final deliverables to promote CBWCD's "Spring Open House" event.

Work in this phase includes:

- KBDA delivers proofs on Spring Open House materials (4 items, including digital invite for school personnel & invite for poster contest winners.)
- CBWCD reviews all Spring Open House materials and delivers one consolidated mark up on all items, including any translation updates required
- KBDA delivers final templates/and/or print files on Spring Open House materials

BUDGET TOTAL for Phase 7 and 8
57 hours @ \$175.00 = \$9,975.00

Throughout: Project Management

Throughout the life of the project, KBDA will help coordinate communication with the overall team, update budgets and schedules, and facilitate production. Project management activities are listed below, and costs have been incorporated into the phases described above.

- Manage and update project schedules
 - Provide regular updates
 - Help coordinate print specifications with CBWCD team
 - Provide change orders, if required, for any client changes
-

ASSUMPTIONS

- CBWCD should expect to:
 - Assign a primary contact and project manager so that KBDA can maintain ease of access and open lines of communication
 - Deliver to KBDA all existing research and other background documents for reference
 - Collect, coordinate, and obtain permissions for the use of any photographs and/or other visual assets for use in documents

- Deliver high-resolution imagery as needed
 - Be responsible for obtaining approvals from key stakeholders
 - Manage imagery and font licenses to facilitate in-house implementation
- All core team key decision-makers must be available for meetings and presentations as scheduled; any cancellations and rescheduled meetings will extend the timeline accordingly.
 - “Socializing” the process and results will be critical to the success of this effort. KBDA has tried to anticipate the number of meetings/workshops that will be required, but this will need to be updated as part of our work in Phase 1. This estimate is based on all meetings being virtual. If in-person meetings are ultimately advisable or required, this estimate will need to be updated accordingly.
 - Unless otherwise specified, phone calls, web conferences and meetings are estimated to last up to 60 minutes.
 - Each round of revision will be delivered to KBDA comprehensively, meaning that all content/asset change requests are consolidated into a single/master markup document per each round of revision.
 - All final deliverables from KBDA will be delivered electronically unless otherwise noted. (Physical delivery formats may incur state sales tax, which is not included in this estimate.)
-

BUDGET COMMITMENTS

Any additional time required for meetings, interviews, or rounds of revisions beyond those outlined in the scope of work above will be billed at the studio’s hourly rate.

KBDA will provide budget updates on a regular basis and will confirm these budget allocations with the CBWCD team at the beginning and end of each phase, before proceeding. If the CBWCD team requires more meetings or rounds of revisions than covered in the scope of work outlined here, the KBDA team will consult with the CBWCD team to re-evaluate whether the budget will need to be extended, or certain deliverables edited down.

EXCLUSIONS

This estimate does not include costs for photography, or art direction of the same unless specifically stated above.

If additional writing services are needed, KBDA can provide an estimate for these services.

This estimate does not include out-of-pocket costs for materials required for mockups, delivery/shipping services, copy editing and proofreading, translations, or production costs (e.g., image retouching).

This estimate does not include printing costs, or onsite supervision of printing.

INVOICES

A commencement invoice will be issued to initiate work on this project. Subsequent invoices will be sent on a regular basis prior to the launch of each phase. Invoices are payable net 30. Complete payment for the project must be received before final files can be released to the client.

Accepted on behalf of CBWCD by:

Title:

Date:

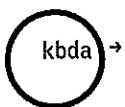


EXHIBIT B

COMPENSATION

**EXHIBIT B
COMPENATION**

SIGNAGE & VISIBILITY PROJECTS		
<i>Project Name</i>	<i>Hours</i>	<i>Notes</i>
ESTIMATE FOR LIGHTPOLE BANNER DESIGN (2 of each banner type - total of 12 banners)		
1 On-site analysis of banner locations / number of banners	1	KB has done this
2 Determine best banner size	1	
3 Create photo mockups of vertical vs. horizontal banner solutions	8	2 options for CBWCD to use in presentations to City, etc
4 Select appropriate hardware and other fabrication features	2	
5 Determine content for 6 vertical banners (very light content) Includes coordination with Heather Lindquist	5	
6 Design of 6 banners, includes: - messaging study for best use of space / placement - initial design of 1 banner to determine direction & best orientation - design of 5 remaining banners - Image selection and retouching (if needed)	12	
7 Presentation of designs	4	
8 Design and copy refinements after presentation	5	
9 Create one full-scale comp to test height; refine	2	
10 Prepare mechanical files for banner company	3	CBWCD to handle ordering hardware, printing and installation
11 Translation	2	
PROJECT SUBTOTAL	45	\$7,875
ESTIMATE FOR FENCE BANNER DESIGN (2 -- one for fence along San Bernardino St, and one for fence between Park and Garden)		
1 Determine content for banner (plan is to print 2 of the same design) includes coordination with Heather Lindquist	9	
2 Design of 1 banner type, includes:		
o Messaging study for best use of space / placement	3	
o Image selection and retouching (if needed)	2	
o Presentation of designs	2	
o Design and copy refinements after presentation	4	
o Preparation of mechanical files for banner company	2	
o Print supervision	2	
o Translation	2	
PROJECT SUBTOTAL	26	\$4,550
ESTIMATE FOR BASIN SIGNS DESIGN (4 -- 1. Corner of W Arrow Rte and Monte Vista, 2. Along Arrow Hwy, 3. Along Moreno St, 4. along San Jose St.)		
1 Determine content for banner (plan is to print 2 of the same design) includes coordination with Heather Lindquist	9	
2 Design of 1 banner type, includes:		
o Messaging study for best use of space / placement	3	
o Image selection and retouching (if needed)	2	
o Presentation of designs	2	
o Design and copy refinements after presentation	4	
o Preparation of mechanical files for banner company	2	
o Print supervision	2	
o Translation	2	
PROJECT SUBTOTAL	26	\$4,550
ESTIMATE FOR PIN LETTERING ON EDUCATION BUILDING (FOR MARGARET)		
1 Determine sizing and spacing specifications	2	
2 Create photo mockups	2	
3 Create full scale hard copy mockup to test onsite	2	
4 Prepare final files (CBWCD to procure fabrication pricing and manage vendor.)	11	
PROJECT SUBTOTAL	17	\$2,975
PROJECT MANAGEMENT	6	\$1,050
TOTAL DESIGN BUDGET FOR BANNER SYSTEM FOR VISIBILITY	120	CBWCD to handle ordering hardware, printing and installation
TOTAL HOURS	Total hours 120 @ \$175.00 = \$15,050.00	\$21,000

EVENT PROMOTIONAL MATERIAL TEMPLATE PROJECT

<i>Project Name</i>	<i>Hours</i>	<i>Cost</i>
EVENT MARKETING TEMPLATES - suite of marketing templates for four events		
Phase 1: Discovery		
Phase 2: Event Branding Development		
Total Hours	57	\$9,975
Phase 3: Template Development		
Phase 4: Content Refinement		
Total Hours	57	\$9,975
Phase 5: Design Implementation for Pumpkin Festival		
Phase 6: Design Implementation for "Dog Days of Summer Festival"		
Total Hours	57	\$9,975
Phase 7: Design Implementation for "Visit the Garden" Events		
Phase 8: Design Implementation for "Spring Open House" Event		
Total Hours	57	\$9,975
TOTAL DESIGN BUDGET FOR EVENT MARKETING TEMPLATES	228	\$39,900
CONTRACT SUBTOTAL	348	\$60,900
10% Contingency		\$6,000
CONTACT TOTAL		\$66,900

**CHINO BASIN WATER CONSERVATION DISTRICT
AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
WITH KDBA, LLC.**

1. PARTIES.

This Amendment No. 2 to the Professional Services Agreement (“Amendment No. 2”) is made and entered into this 13th day of May, 2024 (“Effective Date”) by and between the **CHINO BASIN WATER CONSERVATION DISTRICT**, a special district organized under the laws of the State of California with its principal place of business at 4594 San Bernardino Street, Montclair, CA 91763 (hereinafter referred to as the “District”) and KDBA, LLC, a limited liability company with its principal place of business at 1121 Hill Street, Santa Monica, CA 90405 (“hereinafter referred to as the Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

The Parties to this Amendment No. 2 do mutually agree and promise as follows:

2. PURPOSE.

This Amendment No. 2 is being entered into to amend the Agreement between District and Consultant which was approved by the Board of Directors or executed by the General Manager on November 8, 2021, which original term commenced on November 8, 2021, and was extended through Amendment No. 1 of the original agreement to June 30, 2024, with a total Agreement payment limit of **ONE HUNDRED SIXTY-SIX THOUSAND, TWO HUNDRED FOUR DOLLARS AND FIVE CENTS (\$166,204.05)**. Said Agreement shall hereinafter be referred to as the “Original Agreement” and is incorporated herein by reference.

2.1 Original Agreement Provisions.

The parties hereto agree to continue to abide by those terms and conditions of the Original Agreement, and any amendments thereto, which are unaffected by this Amendment No. 2.

2.2 Amendment Provisions.

This Amendment No. 2 is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Agreement, or any amendment thereto.

2.3 Insurance Coverage Updated and Maintained.

Pursuant to the Original Agreement, the Consultant shall provide the District with

updated insurance certificates, and the Consultant shall maintain insurance coverage, for this Amendment No. 2 to be deemed to be in effect.

3. AMENDMENT PROVISIONS

3.1 **TERMS.** Original Agreement Section "3.1.2 Term." is amended to read as follows:

"The term of this Agreement shall be from June 30, 2024, to June 30, 2025, exercising the option of the second of three one-year extensions."

ALL OTHER TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 NOT CHANGED BY THIS AMENDMENT REMAIN AS ORIGINALLY WRITTEN

3.2 Entire Amendment. This Amendment contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON THE FOLLOWING PAGES]

**SIGNATURE PAGE FOR AMENDMENT NO. 2
BETWEEN THE DISTRICT AND KDBA, LLC.**

IN WITNESS WHEREOF, the Parties have entered this Amendment No. 2 as of The Effective Date written above.

“District”

CHINO BASIN WATER CONSERVATION DISTRICT

By:

Mark Ligtenberg
President, Board of Directors

Attest:

Elizabeth Willis
General Manager

“CONSULTANT”

KDBA, LLC.

By:

(Signature)

Name *(Print)*

Title *(Print)*

By:

(Signature)

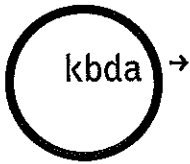
Name *(Print)*

Title *(Print)*

EXHIBITS:

- Exhibit A – Scope of Services

EXHIBIT A
SCOPE OF SERVICES



1121 Hill Street
Santa Monica, CA 90405
310.255.0902 ph

ESTIMATE
February 5, 2023

Chino Basin Water Conservation District

PROJECT DESCRIPTION

The team at CBWCD has asked KBDA to create visibility signage for the Public Demonstration Garden at the Waterwise Community Center, the four basins along the San Antonio River Channel, and pin lettering for the Margaret Hamilton Education Building.

WCC STREET FRONT / LIGHTPOLE BANNER DESIGN

- | | |
|--|----------|
| 1. On-site analysis of locations/number of banners | (1 hr) |
| 2. Determine best banner size | (1 hr) |
| 3. Create mockups of vertical vs. horizontal banner solutions | (8 hrs) |
| 4. Select appropriate hardware and other fabrication features | (2 hrs) |
| 5. Determine content for 6 vertical banners – very light content | (5 hrs) |
| 6. Design of 6 banners, includes: | (12 hrs) |
| – Messaging study for best use of space/placement | |
| – Initial design of 1 banner to determine direction & best orientation | |
| – Design of 1 banner to determine direction & best orientation | |
| – Design of 5 remaining banners | |
| 7. Presentation of designs | (4 hrs) |
| 8. Design Copy and refinements after presentation | (5 hrs) |
| 9. Create one full-scale comp to test height, refine | (2 hrs) |
| 10. Prepare mechanical files for banner copy | (3 hrs) |
| 11. Translation | (2 hrs) |

CBWCD to handle ordering hardware, printing, and installation.

BUDGET TOTAL for Street Front Visibility
45 hours @ \$175.00 = \$7,875.00

GARDEN FENCE BANNER DESIGN

Two banners – one for the fence along San Bernardino Street and one for the fence between the park and the garden)

1. Determine content for banner (plan is to print 2 of the same design) (9 hrs)
2. Design of 1 banner type includes:
 - Messaging study for best use of space/placement (3 hrs)
 - Image selection & retouching, if needed (2 hrs)
 - Presentation of designs (2 hrs)
 - Design & copy refinements after presentation (4 hrs)
 - Preparation of mechanical files for banner company (2 hrs)
 - Print supervision (2 hrs)
 - Translation (2 hrs)

BUDGET TOTAL for Fence Banner Design
26 hours @ \$175.00 = \$4,550.00

ESTIMATE FOR BASIN SIGNS DESIGN

Four signs: (1) Corner of W Arrow Route and Monte Vista Avenue, (2) Along Arrow Highway, (3) Along Moreno Street, (4) Along San Jose Street.

1. Determine content for banner (plan is to print 4) (9 hrs)
2. Design of 1 banner type, includes:
 - Messaging study for best use of space/placement (3 hrs)
 - Image selection & retouching, if needed (2 hrs)
 - Presentation of designs (2 hrs)
 - Design & copy refinements after presentation (4 hrs)
 - Preparation of mechanical files for banner company (2 hrs)
 - Print supervision (2 hrs)
 - Translation (2 hrs)

BUDGET TOTAL for Basin Signs Design
26 hours @ \$175.00 = \$4,550.00

ESTIMATE FOR PIN LETTERING FOR MARGARET HAMILTON EDUCATION BUILDING

Pin lettering will be installed on the south side of the building to the left of the main entrance for maximum visibility.

- | | |
|--|----------|
| 1. Determine Spacing Specifications | (2 hrs) |
| 2. Create photo mockups | (2 hrs) |
| 3. Create full scale hard copy mockup to test onsite | (2 hrs) |
| 4. Prepare final files | (11 hrs) |

CBWCD to procure fabrication pricing and manage vendor.

BUDGET TOTAL for Pin Letter for Margaret Hamilton Education Building
17 hours @ \$175.00 = \$2,975

Throughout: Project Management

Throughout the life of the project, KBDA will help coordinate communication with the overall team, update budgets and schedules, and facilitate production. Project management activities are listed below.

- Manage and update project schedules
- Provide regular updates
- Help coordinate print specifications with CBWCD team
- Provide change orders, if required, for any client changes

BUGET TOTAL for Project Management
6 hours@ \$175 = \$1,050.00

PROJECT TOTAL: 120 HOURS @ \$175 = \$21,000

ASSUMPTIONS

- CBWCD should expect to:
 - Assign a primary contact and project manager so that KBDA can maintain ease of access and open lines of communication
 - Deliver to KBDA all existing research and other background documents for reference
 - Collect, coordinate, and obtain permissions for the use of any photographs and/or other visual assets for use in documents
 - Deliver high-resolution imagery as needed
 - Be responsible for obtaining approvals from key stakeholders
 - Manage imagery and font licenses to facilitate in-house implementation
 - All core team key decision-makers must be available for meetings and presentations as scheduled; any cancellations and rescheduled meetings will extend the timeline accordingly.
 - “Socializing” the process and results will be critical to the success of this effort. KBDA has tried to anticipate the number of meetings/workshops that will be required. This estimate is based on all meetings being virtual. If in-person meetings are ultimately advisable or required, this estimate will need to be updated accordingly.
 - Unless otherwise specified, phone calls, web conferences and meetings are estimated to last up to 60 minutes.
 - Each round of revision will be delivered to KBDA comprehensively, meaning that all content/asset change requests are consolidated into a single/master markup document per each round of revision.
 - All final deliverables from KBDA will be delivered electronically unless otherwise noted. (Physical delivery formats may incur state sales tax, which is not included in this estimate.)
-

BUDGET COMMITMENTS

Any additional time required for meetings, interviews, or rounds of revisions beyond those outlined in the scope of work above will be billed at the studio's hourly rate.

KBDA will provide budget updates on a regular basis and will confirm these budget allocations with the CBWCD team at the beginning and end of each phase, before proceeding. If the CBWCD team requires more meetings or rounds of revisions than covered in the scope of work outlined here, the KBDA team will consult with the CBWCD team to re-evaluate whether the budget will need to be extended, or certain deliverables edited down.

EXCLUSIONS

This estimate does not include costs for photography, or art direction of the same unless specifically stated above.

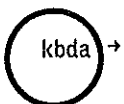
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This estimate does not include out-of-pocket costs for materials required for mockups, delivery/shipping services, copy editing and proofreading, translations, or production costs (e.g., image retouching).

This estimate does not include printing costs, or onsite supervision of printing.

INVOICES

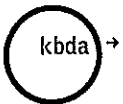
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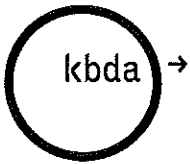


Accepted on behalf of CBWCD by:

Title:

Date:





1121 Hill Street
Santa Monica, CA 90405
310.255.0902 ph

ESTIMATE
February 3, 2023

Chino Basin Water Conservation District
Event Marketing Templates

PROJECT DESCRIPTION

The team at CBWCD has asked KBDA to create brand identities and communication templates to promote its signature onsite events to stakeholder groups and the public.

KIT OF PARTS FOR BRANDED EVENTS

1. Logo
2. Flyer
3. Social posts (3 formats)
4. Postcard mailer
5. Digital invite (variation on flyer) for Open House only

FOR EACH OF FOUR SIGNATURE EVENTS

1. Pumpkin Fest
2. Dog Days of Summer
3. Visit Our Garden
4. Spring Open House

WORK PLAN

Phase 1: Discovery

- KBDA will confirm final sizes for each deliverable and which items require print files
- Working call with Maia and team to evaluate content strategies and process
- KBDA to create rough sketches for templates to discuss with CBWCD team
- CBWCD team creates drafts using approved copy for each deliverable (Word docs)

Phase 2: Event Branding Development

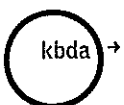
- KBDA develops logo system and color palette for the 4 event types
- KBDA presentations for logo/color systems (no more than 2)
- One round of revisions to system based on 1 round of consolidated feedback

BUDGET TOTAL for Phase 1 and 2
57 hours @ \$175.00 = \$9,975.00

PHASE 3: TEMPLATE DEVELOPMENT

Based on initial content requirements outlined in Phase 1, KBDA creates CANVA or Adobe templates for the following

- Flier
- Postcard
- Social media posts (3 formats)
- Digital invite (variation of flier) for Open House only



Work includes

- KBDA presentation showing design of coordinated templates with copy counts for the 4 items listed above (maximum presentations to 2 groups)
- One round of revisions to templates based on 1 round of consolidated written feedback

PHASE 4: CONTENT REFINEMENT

Based on mockups presented in Phase 3:

- CBWCD delivers final content, including approved translations, on all items, based on approved templates and copy counts provided
- 8-12 hours of KBDA project management included for this phase.

BUDGET TOTAL for Phase 3 and 4
57 hours @ \$175.00 = \$9,975.00

PHASE 5: DESIGN IMPLEMENTATION FOR PUMPKIN FESTIVAL

Based on work completed in Phases 1-4, KBDA will work with CBWCD team to create final deliverables to promote CBWCD's signature Fall Pumpkin Festival. Note promotion needs to ready to roll out in May.

Work in this phase includes:

- KBDA delivers proofs on all Pumpkin Festival materials (3 items)
- CBWCD reviews all Pumpkin Festival materials and delivers one consolidated mark up on all items, including any translation updates required
- KBDA delivers final templates/and/or print files on all Pumpkin Festival materials

PHASE 6: DESIGN IMPLEMENTATION FOR "DOG DAYS OF SUMMER FESTIVAL"

Based on work completed in Phases 1-5, KBDA will work with CBWCD team to create final deliverables to promote CBWCD's "Dog Days of Summer" event. Note promotion needs to ready for launch in May.

Work in this phase includes:

- KBDA delivers proofs on Dog Days of Summer materials (3 items)
- CBWCD reviews all Dog Days of Summer materials and delivers one consolidated mark up on all items, including any translation updates required
- KBDA delivers final templates/and/or print files on Dog Days of Summer materials

BUDGET TOTAL for Phase 5 and 6
57 hours @ \$175.00 = \$9,975.00

PHASE 7: DESIGN IMPLEMENTATION FOR "VISIT THE GARDEN" EVENT Based on work completed in Phases 1-4, KBDA will work with CBWCD team to create final deliverables to promote CBWCD's signature Visit the Garden event.

Work in this phase includes:

- KBDA delivers proofs on all Visit the Garden materials (3 items)
- CBWCD reviews all Visit the Garden materials and delivers one consolidated mark up on all items, including any translation updates required
- KBDA delivers final templates/and/or print files on all Visit the Garden materials

PHASE 8: DESIGN IMPLEMENTATION FOR "SPRING OPEN HOUSE" EVENT

Based on work completed in Phases 1-5, KBDA will work with CBWCD team to create final deliverables to promote CBWCD's "Spring Open House" event.

Work in this phase includes:

- KBDA delivers proofs on Spring Open House materials (4 items, including digital invite for school personnel & invite for poster contest winners.)
- CBWCD reviews all Spring Open House materials and delivers one consolidated mark up on all items, including any translation updates required
- KBDA delivers final templates/and/or print files on Spring Open House materials

BUDGET TOTAL for Phase 7 and 8
57 hours @ \$175.00 = \$9,975.00

Throughout: Project Management

Throughout the life of the project, KBDA will help coordinate communication with the overall team, update budgets and schedules, and facilitate production. Project management activities are listed below, and costs have been incorporated into the phases described above.

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- Deliver high-resolution imagery as needed
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-

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This estimate does not include printing costs, or onsite supervision of printing.

INVOICES

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Title:

Date:

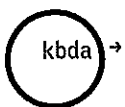


EXHIBIT B

COMPENSATION

**EXHIBIT B
COMPESNATION**

SIGNAGE & VISIBILITY PROJECTS		
<i>Project Name</i>	<i>Hours</i>	<i>Notes</i>
ESTIMATE FOR LIGHTPOLE BANNER DESIGN (2 of each banner type - total of 12 banners)		
1 On-site analysis of banner locations / number of banners	1	KB has done this
2 Determine best banner size	1	
3 Create photo mockups of vertical vs. horizontal banner solutions	8	2 options for CBWCD to use in presentations to City, etc
4 Select appropriate hardware and other fabrication features	2	
5 Determine content for 6 vertical banners (very light content) Includes coordination with Heather Lindquist	5	
6 Design of 6 banners, includes: - messaging study for best use of space / placement - initial design of 1 banner to determine direction & best orientation - design of 5 remaining banners - Image selection and retouching (if needed)	12	
7 Presentation of designs	4	
8 Design and copy refinements after presentation	5	
9 Create one full-scale comp to test height; refine	2	
10 Prepare mechanical files for banner company	3	CBWCD to handle ordering hardware, printing and installation
11 Translation	2	
PROJECT SUBTOTAL	45	\$7,875
ESTIMATE FOR FENCE BANNER DESIGN (2 -- one for fence along San Bernardino St, and one for fence between Park and Garden)		
1 Determine content for banner (plan is to print 2 of the same design) includes coordination with Heather Lindquist	9	
2 Design of 1 banner type, includes:		
o Messaging study for best use of space / placement	3	
o Image selection and retouching (if needed)	2	
o Presentation of designs	2	
o Design and copy refinements after presentation	4	
o Preparation of mechanical files for banner company	2	
o Print supervision	2	
o Translation	2	
PROJECT SUBTOTAL	26	\$4,550
ESTIMATE FOR BASIN SIGNS DESIGN (4 -- 1. Corner of W Arrow Rte and Monte Vista, 2. Along Arrow Hwy, 3. Along Moreno St, 4. along San Jose St.)		
1 Determine content for banner (plan is to print 2 of the same design) includes coordination with Heather Lindquist	9	
2 Design of 1 banner type, includes:		
o Messaging study for best use of space / placement	3	
o Image selection and retouching (if needed)	2	
o Presentation of designs	2	
o Design and copy refinements after presentation	4	
o Preparation of mechanical files for banner company	2	
o Print supervision	2	
o Translation	2	
PROJECT SUBTOTAL	26	\$4,550
ESTIMATE FOR PIN LETTERING ON EDUCATION BUILDING (FOR MARGARET)		
1 Determine sizing and spacing specifications	2	
2 Create photo mockups	2	
3 Create full scale hard copy mockup to test onsite	2	
4 Prepare final files (CBWCD to procure fabrication pricing and manage vendor.)	11	
PROJECT SUBTOTAL	17	\$2,975
PROJECT MANAGEMENT	6	\$1,050
TOTAL DESIGN BUDGET FOR BANNER SYSTEM FOR VISIBILITY	120	CBWCD to handle ordering hardware, printing and installation
TOTAL HOURS	Total hours 120 @ \$175.00 = \$15,050.00	\$21,000

EVENT PROMOTIONAL MATERIAL TEMPLATE PROJECT

<i>Project Name</i>	<i>Hours</i>	<i>Cost</i>
EVENT MARKETING TEMPLATES - suite of marketing templates for four events		
Phase 1: Discovery		
Phase 2: Event Branding Development		
Total Hours	57	\$9,975
Phase 3: Template Development		
Phase 4: Content Refinement		
Total Hours	57	\$9,975
Phase 5: Design Implementation for Pumpkin Festival		
Phase 6: Design Implementation for "Dog Days of Summer Festival"		
Total Hours	57	\$9,975
Phase 7: Design Implementation for "Visit the Garden" Events		
Phase 8: Design Implementation for "Spring Open House" Event		
Total Hours	57	\$9,975
TOTAL DESIGN BUDGET FOR EVENT MARKETING TEMPLATES	228	\$39,900
CONTRACT SUBTOTAL	348	\$60,900
<i>10% Contingency</i>		<i>\$6,000</i>
CONTACT TOTAL		\$66,900



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**Third Quarter
Correspondence:
Jan – Mar 2024**



CHINO BASIN

**Water
Conservation
District**

Kudos

“The trip was well organized, engaging and fun for the kids.”

“Everyone is so helpful and willing to go the extra mile for the students, parents and teachers.”

“The program keeps getting better year after year.”

“Extremely knowledgeable employees, very well organized, parents and students loved every minute!”

“We love this fieldtrip. It is perfect for kindergarten. They do an activity in classroom that they can take home to tell their parents and get to walk around and explore the beautiful garden on a scavenger hunt & look for animals in compost. Very engaging for the students. As I said, I love this fieldtrip.”

“The instructors were all amazing. They were so great with the student and gave clear directions. They would all make great classroom teachers!”

- *Comments from teachers who have attended our K-6th grade Field Trip Program*

“There has been several occasions where visitors have expressed their gratitude towards discovering our Community Center by either the Instagram reels from the Community Team or the YouTube Videos from the Conservation Team. I think it has been a testament to the team’s hard work.

I have also overheard conversations from the public where they are comparing our garden to others in the area and stating that CBWCD’s garden is much nicer and well-maintained than other gardens in the area.”

- *Comments overheard from Kassey at the front desk*

“I have fun! My name is Scarlett”

“I love this is my first time here. My name is Lily.”

- *Notes turned in by 2 children in their “The Incredible Journey” passport book*

Kudos



To the fabulous Waterwise field trip teachers,

We attended your program on the morning of Thursday, February 29, 2024. I would like to thank you for such a wonderful field trip. My students learned a lot and enjoyed everything.

I appreciate your professionalism, structured program, and positivity. Ensuring that our common core standards were addressed and offering this service for free was such a blessing. I plan on returning with future classes.

The students wrote you cards of thanks. I hope you enjoy them.

Thank you again,

- Thank you letter from 2nd grade teacher who attended Watershed Stewards Field Trip Program

Hi,

I just wanted to let you know how much I appreciate the website and its amazing resources! I am currently choosing the plants for our landscape design and can easily do it thanks to this website! I wish I found it sooner and it would have saved me SO much time during my research phase. The website is easy to use, intuitive and so helpful! I love that I can save the list, view different garden designs with detailed information and layout! It is outstanding and allows a person like me with no previous knowledge and background to tackle my own landscaping design in the Bay Area.

Much appreciation and gratitude,

- Appreciative letter received through our 'Get In Touch' button

Rainwater Harvesting for Home Landscapes on January 13:

Thank you for your presentation. Easy to follow and interesting.

- *Chino Resident*

Winter Waterwise Garden Care and Fruit Tree Pruning on February 24:

George and Jacob gave a very informative presentation – Thank you!

- *Rancho Cucamonga Resident*

I really enjoyed the workshop! Very informative and all of my questions were answered. Exceeded my expectations. The instructors were wonderful and very knowledgeable. I will recommend to other homeowners / gardeners. Thank you!

- *Covina Resident*

Raised Bed Construction and Vegetable Gardening on March 9:

Really excellent workshop! I particularly found the outdoor demo portion especially helpful. They help me feel really capable of implementing these practices on my own at home.

- *Rancho Cucamonga Resident*

- *Comments from CBWCD workshop participants*

Social Media Interactions



Waterwise Community Center

@CBWCD · 1.88K subscribers · 128 videos



Rainwater Harvesting for Home Landscapes



@steph5200 12 hours ago

Just watched this whole webinar. This was the most informative and articulate video I have ever seen on this topic ... And I've seen a lot. Wow, I feel so much better equipped to deal with my water woes here in Delaware. Thank you so very much for making this available on YouTube. 🎯 Excellent presentation 🌟🌟🌟



Creating and Maintaining Native Bee Hotels | DIY Pollinator Habitat Project



@treeodore4369 · 2 months ago

Heads to homedepot nice and easy.



Step by Step Adding a Pressure Regulating Filter to An Irrigation Valve and ...



@josec6321 · 3 weeks ago

Very informative . A little Mr. Rogers-esque but still very good info. thank you.

Social Media Interactions

Field Trip Social Media posts



Workshop post



chapparralbees Attended an excellent workshop at the Water Conservation District's Waterwise Community Center, "Introduction to Landscape Renovation for Beautiful, Waterwise, Home Gardens" today— if you have the opportunity to visit I highly recommend experiencing the @cbwcd in-person! 🐝 There's a free workshop next Saturday 3/23 "Introduction to Waterwise Garden Design". 🌱 But they also offer their classes remotely: cowcd.org/presentations

Social Media Interactions



montevistawaterdistrict Our friends at the Waterwise Community Center are celebrating their 75th anniversary as a conservation agency! At today's ceremony, #MonteVistaWater contributed a 5-minute shower timer to their time capsule that is intended to be opened in 2099... 75 years from now! Thank you for your stewardship and partnership in protecting our precious resource.



sensusanrubio It was an honor to join the Chino Basin Water Conservation District in celebrating its 75th Anniversary at the Waterwise Community Center in the @cityofmontclair. Since 1949, @cbwcd has worked to protect and replenish Inland Empire water supply at the Chino Groundwater Basin. Congratulations on this significant milestone and thank you for all that you do for our residents!



supervisorcurthagman Today, I attended the Chino Basin Water Conservation District's 75th Anniversary event. CBWCD invited attendees to contribute to a time capsule — I brought a San Bernardino County Arrowhead for this purpose. The emblem depicts the San Bernardino Mountain range, famous for its resort areas and mining industry. The open area, fringed by cultivated areas, depicts the agriculture of the County and the conversion of desert lands to productive citrus and vineyard lands. These industries are represented symbolically again in the orange and grape wreath. The main figure of the streamlined train, emerging from a gear wheel, followed by the covered wagon, represents the development of industry and transportation in the County from the early Mormon settlers to the County's present position as a railroad and steel production center.

In 1949, residents voted to protect our water by creating the Chino Basin Water Conservation District. Like a giant bathtub, this underground basin can store vast amounts of water. The basin consists of loose gravel, soil, and sand that absorb and hold water from local rain and snowfall. Its sides and bottom are formed of hard bedrock that stops the water from moving deeper into the earth. This natural water supply, which originally brought dairy, citrus, and grape farmers to the region, is now actively managed by local agencies.

Chino Basin Water Conservation District is an important local resource for the communities that rely on the Chino Groundwater Basin. Thank you for the last 75 years of service and we wish you well on another 75 years when this time capsule is opened.



Social Media Interactions



Grow Create Productions · Follow
Public

Mulch It! 🧑🌾 What's the difference between mulch and compost? 🤔 Mulch: Consider it a cozy blanket for the garden made of wood chips, in the veggie beds, around the base of trees, and for us ... a magnificent substitute for the traditional lawn! It keeps weeds at bay, retains moisture, and looks oh-so-chic. Smells good too! 🌿 Compost: Nature's superfood for plants and trees! We have a dedicated space in the garden for our DIY compost (kitchen scraps & lots of yard foliage goes in it). Bacteria, worms and many other detritivores break it all down into nutrient-dense "black gold". Compost enriches soil, reduces waste, and makes the garden flourish! 🌱 Thank you Waterwise Community Center for providing the community with free mulch! 🧑🌾🌿🌞 Happy Gardening. Thanks for Watching! 🌍 ... #MulchMagic #CompostBoost #GardenGains #GrowthMindset #SustainableGardening #MulchVsCompost #GardenersDelight #SoilEnrichment #GrowWithMulch #EcoFriendlyGardening #GrowCreate #GCP See less

Most relevant ▾



Waterwise Community Center
We're happy to provide all the resources that our community needs to keep their gardens and landscapes waterwise! 🌱

1m Like Reply



People who shared this



Chino Hills Council Member Cynthia Moran · March 3 · 🌍

Show Attachment

👍 5

👍 Like 💬 Comment ➦ Share



People who shared this



Riverside-Corona Resource Conservation District · January 7 · 🌍

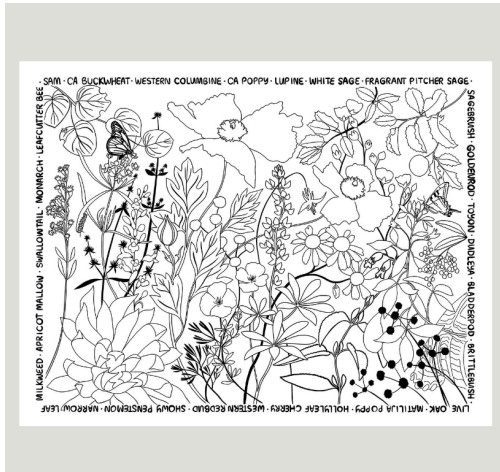
Show Attachment

👍❤️ 3

➦ 2

👍 Like 💬 Comment ➦ Share

Social Media Interactions



studiotuttola Coloring page + species key for our latest MuralKit project

Thank you @cbwcd for this prompt!

#arteducation #californianativeplants

10w

cbwcd The mural has been a great addition to our lobby! And the coloring sheet is perfect for anyone wanting to create their own uniquely colorful waterwise garden!



montevistawaterdistrict Our friends at @cbwcd need your vote for the Annual Water Conservation Visual Arts Poster Contest! Please vote for your favorite entry here: <https://cbwcd.org/poster-contest-voting/>

REMINDER! We're still accepting entries for the #MonteVistaWater Poster Contest through March 15th! Details available at www.mvwd.org/postercontest.

Edited · 6w



sbcountystormwater Mark your calendars for SATURDAY, March 16, 9:00 am and 12:00 pm! 📅 Exciting news – we've teamed up with Chino Basin Water Conservation District for an in-person workshop! 🌱 Join us to master landscape renovations and waterwise gardening, just in time for your summer garden prep. 💧 Learn about our top rebates to save on costs too! ✨ For details and more events, visit sbcountystormwater.org/events. To RSVP, please visit: <https://rb.gy/l2jcsx>

Note: Reservations are filling fast! If full, please stay tuned to our newsletter and website for future events!

Social Media Interactions



discolemonade670 Today's Adventure:

Boy did we learn a lot today !

We started our day learning about our aquaduct system at water wise community center located in Montclair at the wilderness center.

Followed by a tour of the credit union we got to see the inside of the ATM machine and we learned about making bank deposits and budgeting .

We ended our day with lunch at the Montclair mall where we had a safety meeting and we each picked our favorite store to visit where we practiced " budgeting"

WHAT WOULD YOU BUY WITH \$100.00 dollars ? Don't forget the tax !

#lovemyjob



Christina Marie

January 10 at 10:33 AM · 🌐



Do I know anyone who has a garden??

Before I start my second year of gardening, I was hoping to join a few local Facebook groups where gardeners share tips, tricks, and trade their overstock. I grew so much last year I was literally giving plants away.

This year I'm adding two garden beds to my grow-bag garden and keeping a calendar to rotate my harvest. (Guess who got a food saver vacuum sealer for xmas? lol)

Any information on invasive pests or planting native plants would also be appreciated.

Thanks.



Jack Grimm

California Native Plant Society , **California Invasive Plants** and be sure to check out your local master gardener programs. **Waterwise Community Center** is another great resource on low water use plants. **Theodore Payne Foundation for Wild Flowers & Native Plants** is also one of the best resources for native plants and they have TONS of videos and virtual events to help learn more. I love plants 🥰🥰

24 · Like





Social Media Interactions



domestic_blu Nice visit to a new (to me) park. Lovely landscaping, and educational space. With @helenisfair If you're in the area, definitely worth a visit.

11w



amateurgardener13 This Bird of Paradise is probably my most important plant I own, this here is the plant my granddad allowed me to dig up out of his garden when he could no longer garden and add it to my collection. I had planted it near a queen palm and for years it would do what it did in his garden (I think granddad was telling me to move it) so I finally separated it and moved into pots, I snapped to off (not happy about that) but I think I can get them to root in water, one is in it new home and the other is in a planters pot until I can get a new pot the 2 in pot have been feed liquid seaweed and have a healthy amount of compost that picked up for free from @cbwcd which I appreciate so much.



paola.pomegranates Pretty mural, prettier garden 🌻 🌿

Started my native landscape certificate today! @cbwcd

1d



Social Media Interactions



alfpaleo What is a superbloom? How long have flowers been around? What kind of plants did dinosaurs eat? What were the first plants on land? Learn the answers to these questions and more during our Power of Plants Festival on Saturday, April 13!

We're celebrating Wildflower Month by inviting plant scientists, professional gardeners, and flower lovers to share with you all the incredible story of our green planet! Featuring guests from @californiabotanicgarden, @cnps_sgm, @cbwcd, and more!

Join us Saturday, April 13 from 10am - 4pm.
\$7 special event admission
Free for kids 4 and under, California teachers, and Museums for All members.



montclairchamber Huge shout out the @cbwcd for hosting the Waterwise Poster Contest ceremony on Thursday, March 21. The CBWCD received 1,357 entries from students in the service area schools. Again, we thank the @cbwcd for hosting this great program for the community and its children.



San Bernardino County Stormwater is with Waterwise Community Center. ...

March 23 at 10:30 AM · 🌐

Thank you to everyone who attended the Landscape Renovation for Beautiful Waterwise Home Gardens workshop! Last Saturday, we teamed up with Chino Basin Water Conservation District for an in-person workshop. Attendees got to learn about landscape renovations, waterwise gardening, and how to prepare their garden just in time for summer.

If you missed out, check out our website for upcoming events! >>>
sbcountystormwater.org/events

Social Media Interactions



IG Reels Metrics (Jan – Mar) – 15 Reels



TOTAL

- 22953 Views
- 25 Comments
- 907 Likes
- 27 Direct Followers
- 110 Shares

Highlighted Comments

- **LOBBY MURAL REEL**
 - This is so cute! Gotta go see it in person 🌸🌻
- **FREE WILDFLOWER REEL**
 - Elegant clarkia and poppies 👍 Hopping to get some pictures of our native bees.
- **WHITE SAGE PRUNING REEL**
 - Amazing vid! Super Informative! ❤️ Reminds me i need to go check on my native plants
- **BASIN TOUR REEL**
 - Great video and excellent presentation. Love the work CBWD is doing to put water back into the underground aquifers. How many other counties or cities are doing this type of work? It should be a model for all counties in Southern California.
 - So interesting. I have noticed a lot of litter in the Montclair 4 basin. We should do a community cleanup. That would be helpful for our 🌍
 - Love these kind of videos, they explain so much and are a great “start off” point to do google searches. 🙏
- **IRRIGATION TIMER REEL**
 - Wonderful information and great visuals! Thank you :)
 - Great video [@cbwcd!](#) 🙏 – From MVWD
- **3RD FIX A LEAK WEEK REEL**
 - More of this please 😊😞

Other Interactions



San Bernardino County Stormwater Program Newsletter



A Free Workshop & Irrigation Drip Kit to Kickstart Your Waterwise Garden



Interested in creating your own beautiful, water-wise garden, but don't know how to get started? Join us at our collaborative in-person workshop, [Introduction to Landscape Renovation for Beautiful, Waterwise, Home Gardens](#), hosted by Chino Basin Water Conservation District! During this special event, you'll have the opportunity to learn about the process and the rebates available to support the creation of your landscape renovation.

Plus, you'll receive a free irrigation drip starter kit! (while supplies last)

See What's Hoppin'

Upcoming Events

SAT
16

March 16 @ 8:00 am - 11:00 am

Compost Giveaway

Waterwise Community Center 4594 San Bernardino Street, Montclair, CA, United States

Visit link for additional info: <https://cbwcd.org/events/category/mulch-and-compost-giveaways/>

SAT
16

March 16 @ 9:00 am - 12:00 pm

Introduction To Landscape Renovation For Beautiful, Waterwise, Home Gardens

Waterwise Community Center 4594 San Bernardino Street, Montclair, CA, United States

Advertising

Montclair Place Mall Advertising

HAPPENINGS AT MONTCLAIR PLACE

EARTH DAY REGISTER FOR THE CHANCE TO WIN

Mar 7 - Apr 29



- Head over to Center Court - sit back & relax in a chair that you can enter to win!
- Take a selfie
- Then visit the Waterwise Community Center just south of Montclair Place to enter for your chance to win!
- Raffle closes April 30, 2024

The Waterwise Community Center is free and open to the public Mon - Sat, 8am-4:30pm. Come and visit the free public garden which showcases a variety of low-water gardening styles that thrive in Southern California.

Find inspiration for your own waterwise garden while enjoying gathering areas & free wi-fi in our dog-friendly garden space!

Stay and Enjoy ...

- Interactive lobby exhibit
- Sensory garden with plants to touch, taste, & smell
- Picnic in the park
- Say hello to Sam, a 40-year-old sulcata tortoise

cbwcd.org/visit

Outdoor Conservation Tips

1. Plant drought-tolerant/resistant plants and trees.
2. Recycle indoor water to use on plants.
3. Refrain from watering your home landscape when it rains.
4. Replace your grass/turf with water-wise plants.
5. Use a broom to clean driveways, patios, and sidewalks instead of water from a hose



Advertising

Montclair Place Signage and Marquee



ENTER TO WIN

SAT, MAR 7 - APR 22

Visit the Waterwise Community Center to enter to win an outdoor seating set of 2 Adirondack chairs & 1 table. Check it out in Center Court. Raffle closes 4.30.24



CHINO BASIN
Water Conservation District
Waterwise Community Center

OPEN MON - SAT // 8A - 4:30P
4594 SAN BERNARDINO // MONTCLAIR

montclair place



ENTER TO WIN

SAT, MAR 7 - APR 22

Visit the Waterwise Community Center to enter to win this seating set

4594 San Bernardino St.,
Montclair



CHINO BASIN
Water Conservation District
Waterwise Community Center

montclair place



ENTER TO WIN

SAT, MAR 7 - APR 22

Visit the Waterwise Community Center to enter to win an outdoor seating set of 2 Adirondack chairs & 1 table. Check it out in Center Court. Raffle closes 4.30.24

OPEN MON - SAT // 8A - 4:30P
4594 SAN BERNARDINO // MONTCLAIR



CHINO BASIN
Water Conservation District
Waterwise Community Center

montclair place



Visit the Waterwise Community Center to enter to win an outdoor seating set of 2 Adirondack chairs & 1 table



ENTER TO WIN

SAT, MAR 7 - APR 22

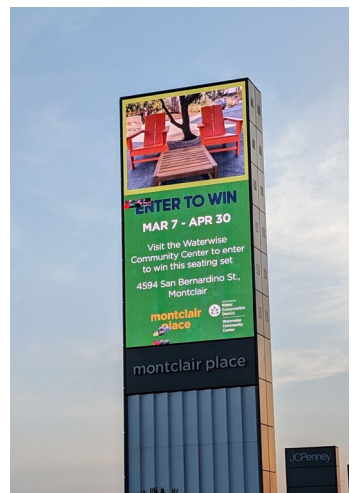
Check it out in Center Court. Raffle closes 4.30.24

OPEN MON - SAT // 8A - 4:30P
4594 SAN BERNARDINO // MONTCLAIR



CHINO BASIN
Water Conservation District
Waterwise Community Center

montclair place





The Uncertain Future of Artificial Turf in California

by Brandon Burgess, Chino Basin Water Conservation

The future of the once praised drought remedy, artificial turf, may have an uncertain future in California as two major events happened in the end of 2023. California Assembly Bill 1423, introduced by Assembly Member Schiavo, aimed to prohibit the installation of artificial turf fields in public entities.

AB 1423:

This bill would prohibit, starting on January 1, 2026, a public entity, commercial property, any public or private school, a public institution of higher education, other than the University of California, or a private institution of higher education from purchasing or installing a covered surface containing regulated PFAS, as defined by the bill.

The assembly bill passed both the California State Senate and the State Assembly in September 2023 but was ultimately vetoed by Governor Gavin Newsom the following month. In a letter to the State Assembly, Newsom, while still strongly supporting the intent of the legislation, explained his decision to veto AB 1423, stating that, “I am concerned that this bill falls short of providing enhanced protection to California consumers due to a lack of regulatory oversight.”

But Newsom was not done with addressing the installation of artificial turf. Newsom amended Senate Bill No. 676, a nearly decade-old law that prohibited public entities from banning the installation of synthetic grass or artificial turf on residential

properties. The amendment removed artificial turf and synthetic grass from the prohibited list, allowing public entities to enact a ban on artificial turf installation at the local level.

SB 676:

Existing law prohibits a city, including a charter city, county, and city and county, from enacting or enforcing any ordinance or regulation that prohibits the installation of drought-tolerant landscaping, synthetic grass, or artificial turf on residential property, as specified.

So why is the State of California taking a stance on the installation of artificial turf? The answer lies in the possible connection between artificial turf and PFAS, also called the forever chemicals. According to a statement provided by the State Legislature,

“Perfluoroalkyl and polyfluoroalkyl substances (PFAS) have been linked to scientific, peer-reviewed research to severe health problems, including kidney and liver damage, developmental harm, and immune system disruption.” In addition, these PFAS particles can be “emitted as part of the dust as the (artificial turf) fields age and degrade due to use and exposure to the elements,” particularly at high temperatures that are commonplace in many areas of California. Artificial turf can become extremely hot in the California summer where temperatures around 100 degrees Fahrenheit are common.

With seemingly one less tool in the conservation toolbox, where does that leave the landscape industry? The good news

In the News

Above, Both: After decades of allowing artificial turf, including SB 676 which prohibited public entities from banning the turf alternative, the legislation was removed as the West still grapples irrigation water rights and usage.

is there are still options to combat drought and climate change in our outdoor spaces. One of those options is implementing drought-tolerant and local native plants into our landscapes. Planting drought-tolerant and local native plants in our outdoor spaces offers a wide range of ecological, aesthetic, and conservation benefits. By choosing local native plants you are supporting local biodiversity by providing habitat and food for birds, insects, and pollinators. Drought-tolerant and native plants additionally offer a wide range of colors, textures, and forms, providing an aesthetically pleasing landscape. Many of the drought-tolerant and native landscapes have adapted to California's hot and dry summers and by doing so require less

water than non-native species once established.

The shift toward implementing drought-tolerant and local native plants emerges as a promising solution. This approach addresses both water conservation and climate change concerns without the potential connection to PFAS exposure, which is the underlying concern of the state. This landscaping approach contributes to biodiversity, supports local wildlife, and creates aesthetically pleasing landscapes while requiring less water than non-native species. As the landscape industry adapts to changing state legislation, it is good to take a step back and remember that building sustainable and resilient outdoor spaces is not only achievable, but also the new standard in California. [LC/TLE](#)

PAFAS Harmful Impact

Polyfluoroalkyl substances (PFAS), or Forever Chemicals, are long lasting chemicals that break down slowly. This chemical is used because of its resistance to oil, stains, heat, and water. PFAS are used in a variety of products including clothing, food packaging, heat resistant surfaces, electrical wire insulation, and artificial turf.

While the "Forever Chemical" is used in the water saving landscaping, this is a harmful practice as it can move through soil to contaminate drinking water, create algae blooms, and harm the environment. After California banned PFAS, New York legislators are also calling for legislation to control harmful PFAS.

In 2024, the Environmental Protection Agency (EPA) released two proposed regulations under the Resource Conservation and Recovery Act (RCRA) to protect communities from PFAS. The first, released in January 2024, gives three methods to better measure PFAS in the environment. The three methods test



for 40 PFAS in surface and groundwater, soil, biosolids, and fish tissue. Next, the EPA announced the automatic addition of seven PFAS to the list of chemicals cover by the Toxics Release Inventory (TRI). Then, the EPA finalized a rule that prevents companies from starting or resuming the manufacture or processing of 329 PFAS.

Landscape Contractor magazine is following this story as this is an evolving situation across the West.

While California passed the law allowing local governments to ban the turf alternative, both Utah and Arizona are looking at similar bans.

For more on nonfunctional and artificial turf and other legislation, turn to page 14.



Reviews

Google My Business

Waterwise Community Center & Wilderness Basin Park

4.6 ★★★★★ 139 Google reviews



Kia Kroas

4 reviews



★★★★★ a month ago

Wonderful little community center with a park nearby. It's focused on gardening and landscaping demonstrations, with a demonstration garden featuring native, drought resistant plants. They hold lectures and hands-on demos here very often. Great place to check out if you're interested in plants and gardening. Very family friendly and there are plenty of benches and seats.



Phoenix Neri

Local Guide · 144 reviews · 206 photos



★★★★★ a week ago **NEW**

Great place to have a picnic and see all the beautiful gardens and animals they have. Some people also go exercise or for a run.



Josh

1 review · 1 photo



★★★★★ 17 hours ago **NEW**

The people running this place are very genuine good people, they deserve so much appreciation from all of us in the community. I think we should throw a bbq-block party here to show em we care and wanna give back for once . I'm also not kidding. If anyone wants to help me organize this please let me know in the comments or something. This could be really fun. but I'm gonna need some help

Playground: Is not so much a play ground like the regular ones but definitely some ground. Play is optional 😊

Restrooms: They are nice. Also very clean . Sometimes they are locked.

Dog-friendliness: Bring ur dogs. There's a lot of grass and they will run around and be so happy. Pick up their poop. I'm talking about you 🐕.

Picnic area: Elementary school cafeteria lunch benches but outside on the grass beside some native drought resistant trees and such.



Joseph Zeng

Local Guide · 302 reviews · 569 photos

★★★★★ a month ago



Reviews

Google My Business

Waterwise Community Center & Wilderness Basin Park

4.6 ★★★★★ 139 Google reviews



Liset Banks

Local Guide · 12 reviews · 106 photos



★★★★★ 2 months ago

I highly recommend visiting the park and the water center it is AMAZING ! great for all ages ! Super informative and the garden is relaxing with great little sitting nooks .

- Restrooms
- Water saving restrooms
- Picnic area
- Great park for a picnic



Andie Eliza Reyes

Local Guide · 33 reviews · 26 photos



★★★★★ 3 months ago

Hidden gem! Love the gardens and the walking trail. Things to do for adults, kids, and pets. Fun learning experience

- Dog-friendliness
- The walking trail is great for dogs, and they provide doogy bags along the way. Stop in the office for a treat



Aleja Parra

★★★★★ 3 months ago

Reviews

Waterwise Community Center

★ ★ ★ ★ ★ 4.7 (12 reviews)

✔ Claimed • Botanical Gardens, Community Centers

Closed 8:00 AM - 4:30 PM ⓘ Hours updated 1 month ago [See hours](#)



Daylady1028 ..

Fullerton, CA

📍 0 📅 24 📷 110

...

★ ★ ★ ★ ★ Mar 1, 2024

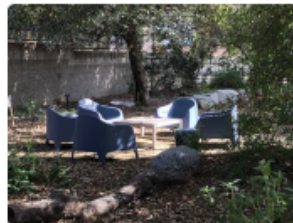
📷 10 photos

A hidden gem indeed! (^_^)/

The garden is a decent size with lots of seating scattered around. There're both paved and dirt paths. Very pleasant to sit, chat, read a book, or just enjoy the day. It's free and you can bring your dog (on a leash). Grab a poop bag before entering though, just in case, since the doggy poop bags are only around the park outside of the garden. I liked the animal paw imprints on the walkway.

The park is spacious with a nice grassy center, dirt path/walkway winding around it. Benches and tables are scattered around. There's a small, outdoor workout area too.

The parking lot isn't too big, but holds about 50 cars. I didn't have an issue. This street near this place isn't too busy, so you can really relax and enjoy some quiet without all the city noise. I gotta come back when it's warmer outside and things start blooming~

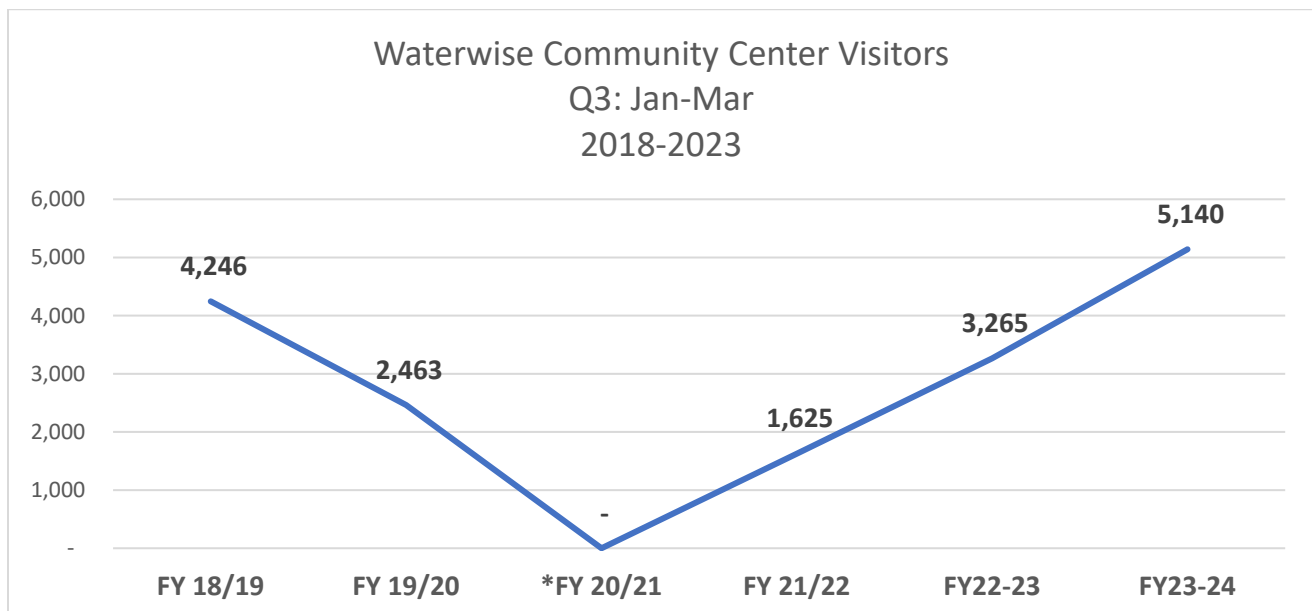


[See all photos from Daylady1028 .. for Waterwise Community Center](#)

Waterwise Community Center Visitors

Total Q3 visitors to the Waterwise Community Center are compiled using visitors from the following programs:

Program	Jan	Feb	March	TOTAL PROGRAM VISITORS
WCC Lobby Walk Ins	726	797	1,030	2,553
CBWCD In-person Workshops (6)	10	35	55	100
Professional Workshop (1): California Native Plant Landscaper Certificate	22	0	0	22
CBWCD Events (2): 1/18 – Time Capsule event 3/21 – Open House	58	0	227	285
Non-CBWCD Booked Event (1): 1/11 – Montclair Firefighter Recognition	103	0	0	103
WCC Tours (2): 3/4: Cal Poly Pomona Landscape Architecture 3/6: Harvey Mudd College	0	0	41	41
Compost Giveaway cars (5)	75	45	134	254
Youth Education Field Trips (30)	637	752	393	1,782
TOTAL MONTHLY VISITORS	1,609	1,629	1,880	5,140



*No visitors due to COVID-19 pandemic

Outreach & Communications - Social Media Metrics

- **Social Media Engagements:** Public shares, likes and comments on CBWCD posts on Instagram and Facebook
- **Social Media Followers:** Total Instagram and Facebook followers

QUARTER 3	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	% Change FY23/24 - FY22/23
*Social Media Engagement	3,460	3,361	2,889	1,621	1,773	9%
Social Media Followers	3,124	3,522	4,060	3,939	4,416	12%

**Facebook stopped providing post engagement analytics as of March 7, 2024. The chart above represents post engagement on both Instagram and Facebook for FY 19/20 – FY 22/23 and from January 1 – March 7 for FY 23/24.*

Outreach & Communications - Newsletter Metrics

- **Drop and Educator News Subscribers**

FY 2023-24	Q1	Q2	Q3	Q4
Newsletter Subscribers	9,164	9,251	9,349	

FY 23-24 Quarterly Metrics Report

CHINO BASIN












Water Conservation District

Third Quarter Metrics | January-March 2024

Facebook Metrics

Date Range Comparison: Q3 January-March 2024 to Previous quarter (October 2023-January 2024)

Facebook Account Overview				
Posts Published ⓘ <p style="text-align: center; font-size: 24pt;">32</p> <p style="text-align: center; color: red;">-7 -17.9%</p>	Total Likes ⓘ <p style="text-align: center; font-size: 24pt;">2,285</p> <p style="text-align: center; color: green;">+10 0.4%</p>	New Likes ⓘ <p style="text-align: center; font-size: 24pt;">18</p> <p style="text-align: center; color: green;">+2 12.5%</p>	Unlikes ⓘ <p style="text-align: center; font-size: 24pt;">5</p> <p style="text-align: center; color: red;">+2 66.7%</p>	
Total Reach ⓘ <p style="text-align: center; font-size: 24pt;">8,327</p> <p style="text-align: center; color: red;">-285 -3.3%</p>	Organic Reach ⓘ <p style="text-align: center; font-size: 24pt;">8,296</p> <p style="text-align: center; color: red;">-439 -5.0%</p>	Paid Reach ⓘ <p style="text-align: center; font-size: 24pt;">0</p>	Impressions ⓘ <p style="text-align: center; font-size: 24pt;">12,266</p> <p style="text-align: center; color: red;">-1,667 -12.0%</p>	Video Views ⓘ <p style="text-align: center; font-size: 24pt;">211</p> <p style="text-align: center; color: green;">+7 3.4%</p>
3 Most Engaging Posts ⓘ <ul style="list-style-type: none">  Poster Contest Winners 🏆 The votes have been tallied. We received 1,357 entries ... 16.51% +7  Have you ever wondered what happens to our Groundwater Re... 9.76%  Have you seen our new mural? Check out the behind the sce... 8.45% 		3 Highest Reach Posts ⓘ <ul style="list-style-type: none">  Rainwater Harvesting for Home Landscapes ☔ Design your landscape so rainwater can slow, spread, a... 413  Raised Bed & Veggie Gardening 🌱 Who's ready to grow veggies? Discover how to build a wo... 365  Time Capsule 📅 This year we're celebrating 75 years of service protec... 312 +2 		3 Most Shared Posts ⓘ <ul style="list-style-type: none">  Rainwater Harvesting for Home Landscapes ☔ Design your landscape so rainwater can slow, spread, a... 4  Hummingbird Sage 🌸 Hummingbird sage has entered the stage for this month's... 3  Introduction to Landscape Renovation 🌟 New year, new waterwise landscape transformations. Join... 1

FY 23-24 Quarterly Metrics Report

CHINO BASIN









Water Conservation District

Third Quarter Metrics | January-March 2024

Instagram Metrics

Date Range Comparison: Q3 January-March 2024 to Previous quarter (October 2023-January 2024)

Instagram Account Overview					
Posts Published ⓘ	Total Followers ⓘ	New Followers ⓘ	Impressions ⓘ	Reach ⓘ	Profile Views ⓘ
43	1,977	135	29,393	18,972	906
+4 10.3%	+109 5.8%	+7 5.5%	+8,178 38.5%	+6,047 46.8%	+30 3.4%
3 Most Liked Posts ⓘ			3 Most Commented Posts ⓘ		
 <p>Conservation Post - Wildflower Seeds Snag a FREE pack of wildflower seeds at our lobby's front desk to bring a touch of nature to your own garden. We ha...</p>		158	 <p>Azucena's Reel - Basin Storm Event Have you ever wondered what happens to our Groundwater Recharge Basins when it rains? Check out this reel to find ...</p>		7
 <p>Conservation Post - White Sage Care Join us for our late fall/early winter white sage pruning! White sage (Salvia apiana) grows into a mounding and sp...</p>		94	 <p>Conservation Post - Wildflower Seeds Snag a FREE pack of wildflower seeds at our lobby's front desk to bring a touch of nature to your own garden. We ha...</p>		5
 <p>Azucena's Reel - Basin Storm Event Have you ever wondered what happens to our Groundwater Recharge Basins when it rains? Check out this reel to find ...</p>		86	 <p>Azucena's Reel - Lobby Mural Have you seen our new mural? Check out the behind the scenes! We would like to give a HUGE thank you to @studiotuttol...</p>		3



Google My Business

Waterwise Community Center & Wilderness Basin Park

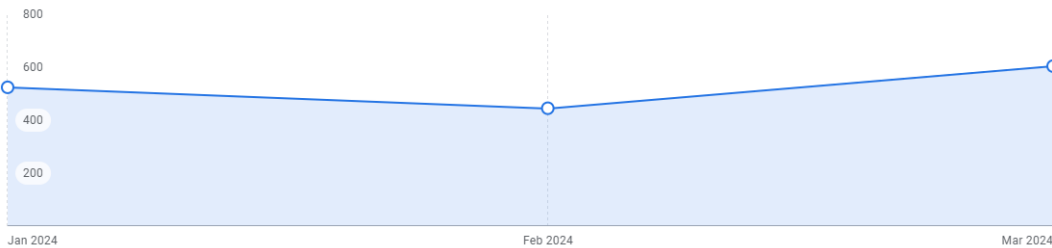
Time period
Jan 2024 - Mar 2024

Overview Calls Messages Bookings Directions Website clicks

1,573

Business Profile interactions ⓘ

+8.3% (vs Jan 2023 - Mar 2023)



How people discovered you ⓘ

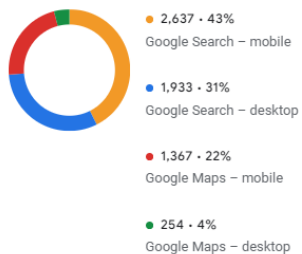
6,191

👁 People viewed your Business Profile

-46.2% (vs Jan 2023 - Mar 2023)

Platform and device breakdown

Platform and devices that people used to find your profile



2,028

🔍 Searches showed your Business Profile in the search results

-55.6% (vs Jan 2023 - Mar 2023)

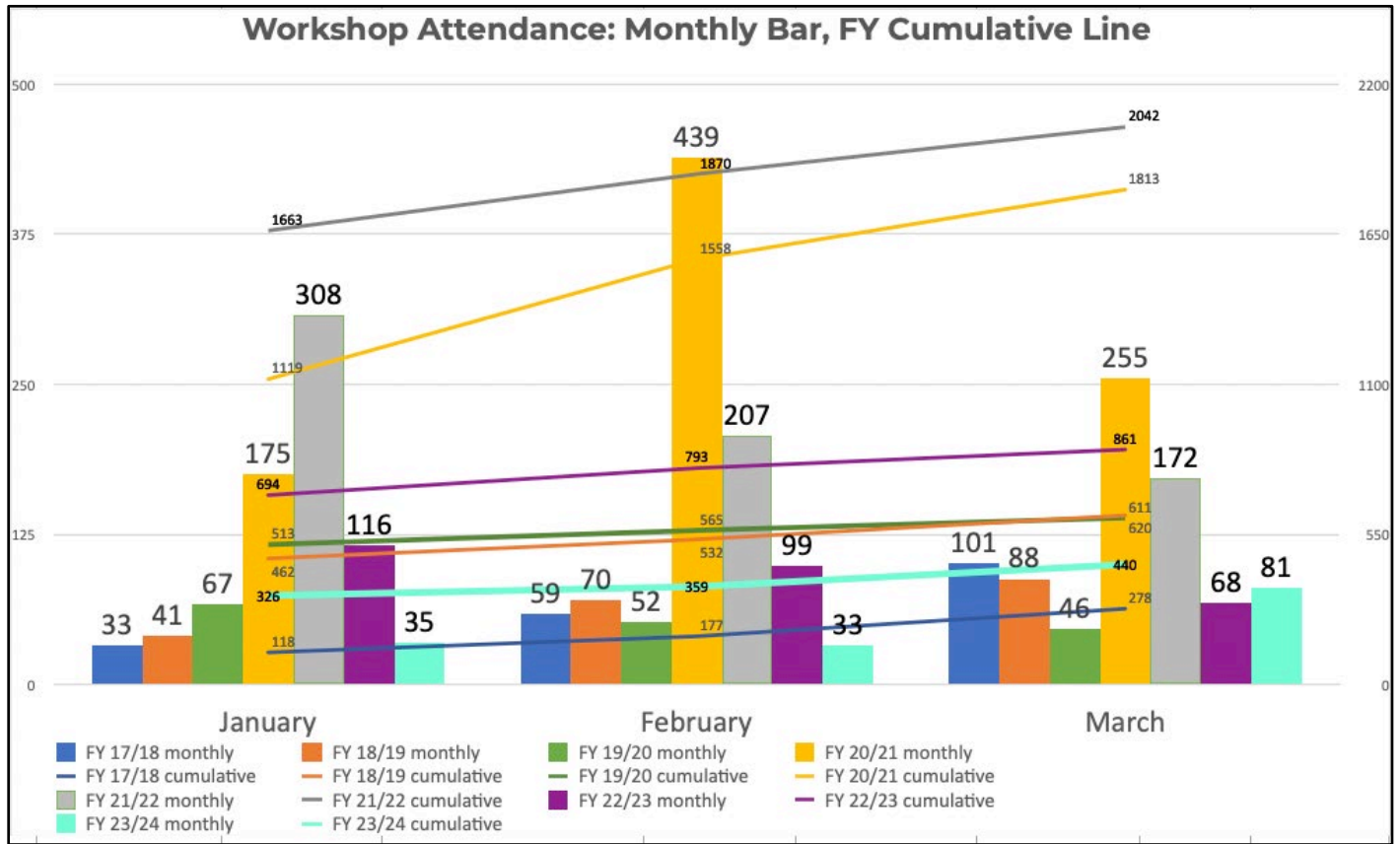
Searches breakdown

Search terms that showed your Business Profile in the search results

1. conservation	312
2. waterwise community center & chino basin water co...	303
3. waterwise	274
4. water wise	242
5. water conservation	175

[See more](#)

In-Person and Online Workshops



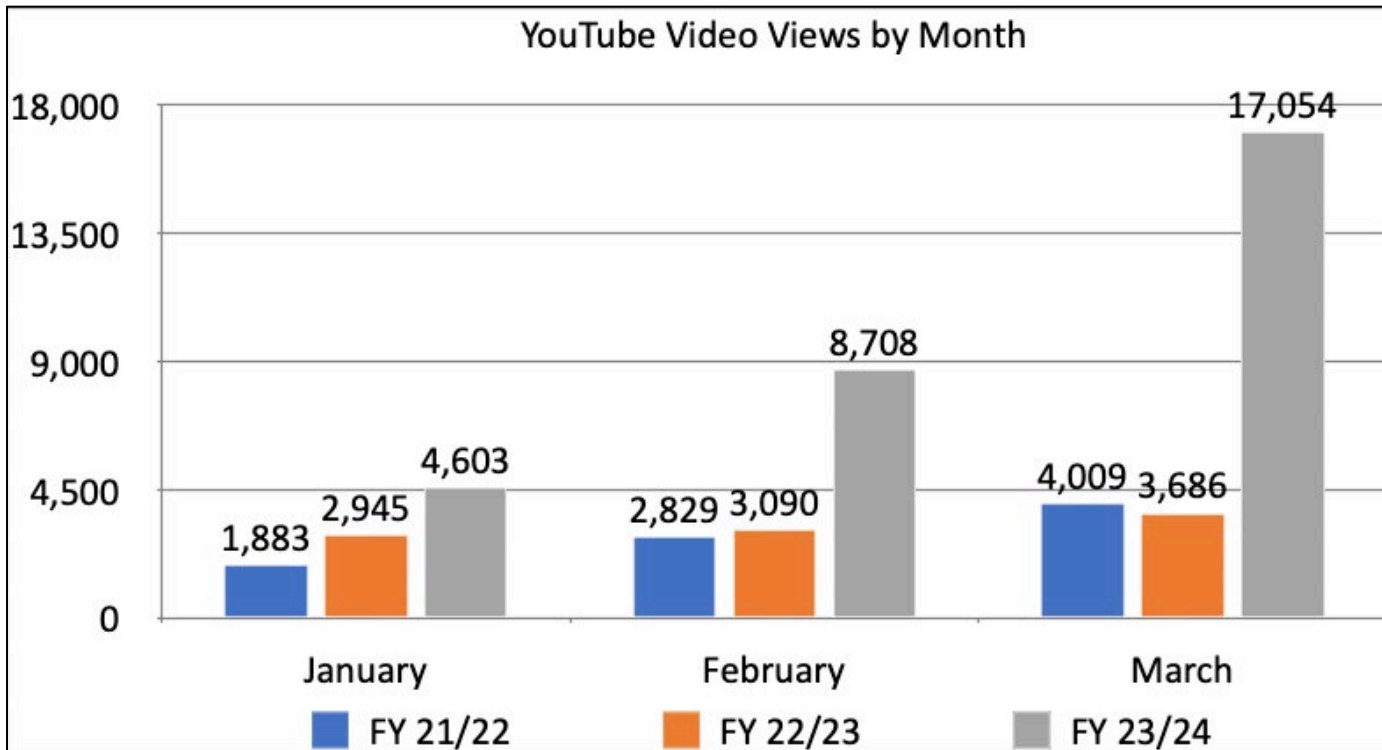
As with last quarter, staff believes the decline in attendance compared to FY 22/23 reflects a cyclical regional reduction in interest in water conservation amidst two years of significant rainfall and reduced turf replacement rebates.

We believe the attendance changes we are seeing over time may also reflect a wider trend of people turning to YouTube as the primary platform to learn how to do things. Online “on-demand” content is more convenient and accessible for many people compared to “in person” education formats which require travel and availability on a particular date and time and a commitment of multiple hours at a time. In response, staff has been creating YouTube content which provides education on all workshop topics plus additional topics. Staff continues to actively adapt to the public’s changing preferences in educational content format options.

Participant evaluations after workshops remain very strong, so staff knows that for those who do attend workshops, the content is still seen as highly relevant and of high quality.



YouTube Videos

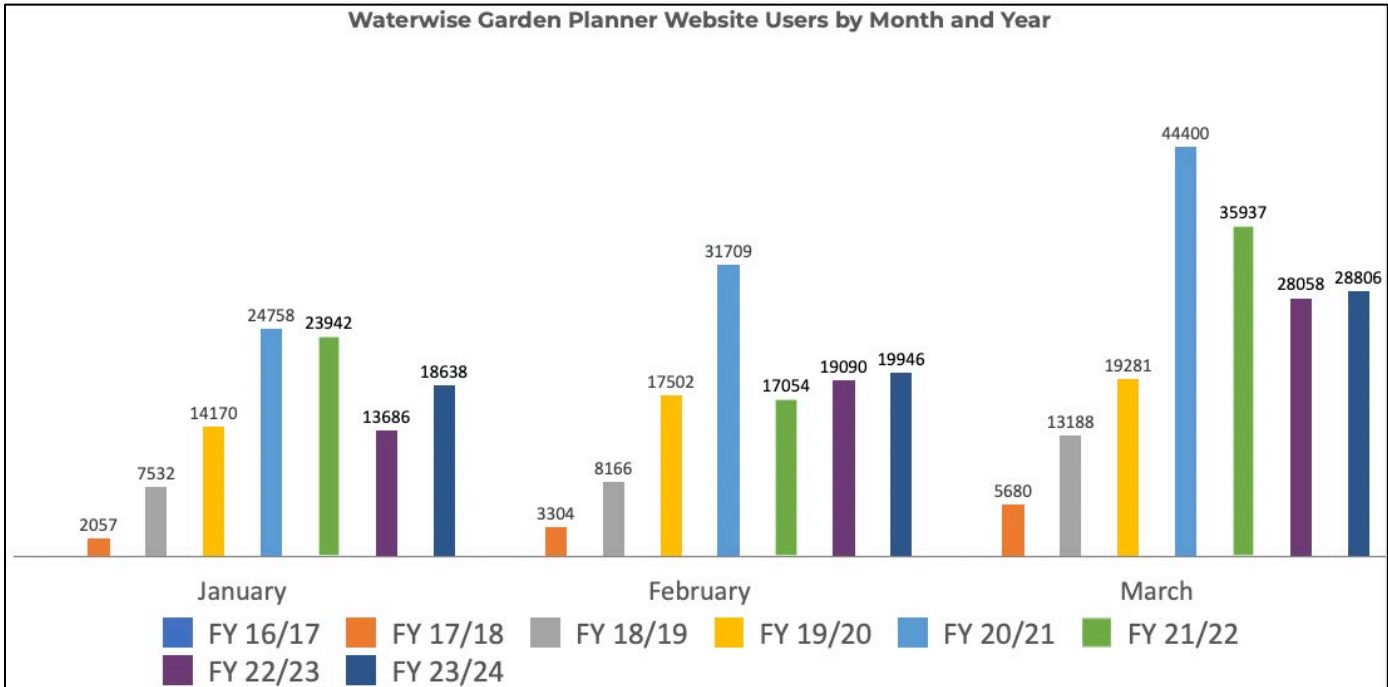


Q3 YouTube viewership of district instructional content saw the largest quarter over quarter gains since the District began a YouTube channel. This is due to the addition of a significant amount of new content in Q3 combined with staff beginning to create content in the “YouTube short” format. “Shorts” are shorter videos which YouTube then recommends to viewers automatically based on their interests. Staff is creating “shorts” to provide educational content in a fast and easily digestible format well suited to new audiences or those just beginning to become interested in landscape water conservation and sustainable landscaping. These are important audiences to target. Shorts help draw in the interest of those who may not yet be willing to commit the time to attending an in-person workshop or watching a longer in-depth YouTube tutorial.

Because YouTube view metrics are highly responsive to the addition of new content (there are more views when something new is posted), we expect viewership to fluctuate significantly based on the number of videos posted each month as well as the variation in the general level of interest in video topics.



Waterwise Garden Planner Website

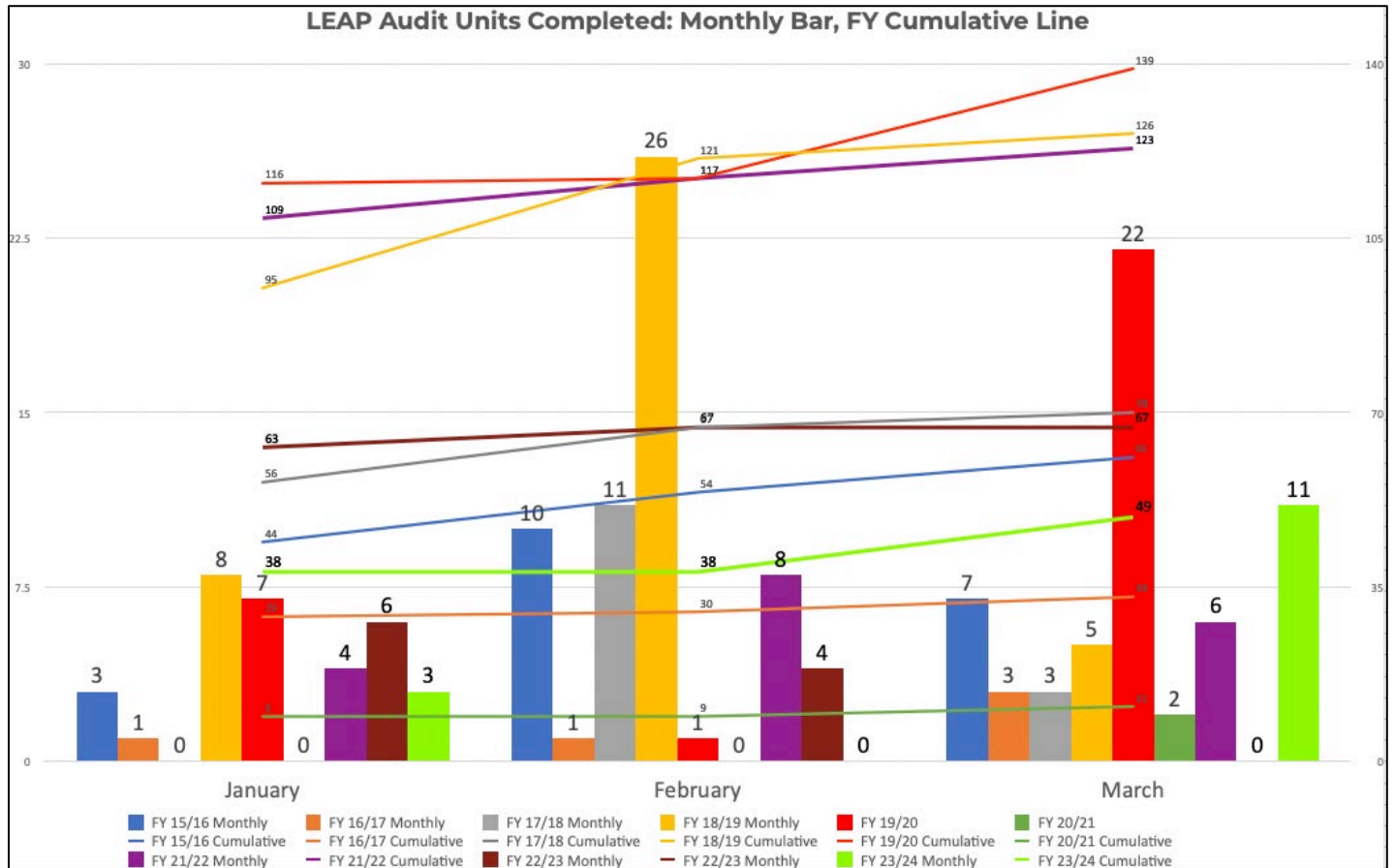


Q3 saw continued strong usership of the Waterwise Garden Planner website, which remains the District’s most used information source of water conservation content.

Staff is currently working on projects to improve the clarity of watering recommendations for the general public and to better integrate the District’s expanded YouTube content onto the Waterwise Garden Planner platform.



Landscape Efficiency and Audit Program (Sprinkler Check Up and Landscape Water Efficiency Consultation)



FY 23/24 has continued to see a modest demand for the Landscape Evaluation and Audit Program.

Working to increase long-term regional participation in the commercial property portion of the program, staff has been in conversation with sphere of influence water retailers about leveraging program offerings as an aspect of water retailer compliance with upcoming “Making Conservation a California Way of Life” Urban Water Use Efficiency Standards, Objectives, and Performance Measures regulations.



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Community Volunteer Program

The District's community volunteer program continued in Q3, with staff hosting volunteers for learn-by-doing experiences in January, February, and March. Volunteers assisted in the native park plantings taking on pruning of shrubs and perennial plants, weeding, and planting.



Volunteers work with George to install new plants at the park's pedestrian entrance.

Professional Development Programs

In Q3 staff taught another run of the popular California Native Plant Landscaper Certificate program. 22 participants, including both landscape professionals and students entering the field, completed all program requirements and received their certificates.



CNPLC participants “lean by doing” during the pruning unit of the course.

College Field Trips

In Q3, staff provided guided tours for 41 college students. Content presented was integrated with the curriculums of both classes: Cal Poly Pomona's Landscape Architecture Planting Design course and Harvey Mudd College's Environmental and Climate Justice in California course.



Cal Poly Pomona landscape architecture students complete an assignment documenting plantings in the Demonstration Garden following a staff-led instructional tour of the District's demonstration landscapes.

