



Contract Number

24-1165

SAP Number

## San Bernardino County

Department Contract Representative	Greg Snyder
Telephone Number	760-955-9885

Contractor	West Valley Water District & San Bernardino Valley Municipal Water District
Contractor Representative	WVWD & SBVMWD
Telephone Number	Not Applicable
Contract Term	5 years
Original Contract Amount	Not Applicable
Amendment Amount	Not Applicable
Total Contract Amount	Not Applicable
Cost Center	IO1000797
Grant Number (if applicable)	Not Applicable

IT IS HEREBY AGREED AS FOLLOWS:

**AGREEMENT  
BETWEEN  
WEST VALLEY WATER DISTRICT  
AND  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND  
SAN BERNARDINO COUNTY**

This Agreement (the Agreement) is entered into as of December 3, 2024 (Effective Date) by and between the West Valley Water District, a public agency of the State of California (WVWD), San Bernardino Valley Municipal Water District, a public agency of the State of California (SBVMWD), and San Bernardino County, a public agency of the State of California (COUNTY). WVWD, SBVMWD, and COUNTY are hereafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, COUNTY is a public agency providing water service to certain real property owned by San Bernardino County and depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Glen Helen"); and

WHEREAS, WVWD is a public agency organized and operating under the County Water District Law (Water Code § 30000 *et seq.*); and

WHEREAS, SBVMWD is a public agency organized and operating under the Municipal Water District Act of 1911 (Water Code § 71000 *et seq.*) and authorized to provide imported and supplemental water service, primarily from the State Water Project, to retail water agencies within its boundaries, including WVWD; and

WHEREAS, SBVMWD current rates for water are established in its Resolution 888, as amended, and the rate for areas outside the SBVMWD boundary are significantly higher than the rate for areas inside the SBVMWD boundary; and

WHEREAS, the Parties agree that approximately seventy five percent (75%) of the area to be served under this agreement is outside the SBVMWD boundary; and

WHEREAS, COUNTY seeks the availability of an emergency secondary source of domestic water to serve Glen Helen to be used in the event COUNTY wells within Glen Helen Regional Park cannot supply sufficient water to meet demand; and

WHEREAS, COUNTY has requested that WVWD and SBVMWD provide domestic water to COUNTY to serve Glen Helen, and WVWD and SBVMWD are willing to provide such domestic water imported from outside the region on the terms and conditions set forth herein;

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

### OPERATIVE PROVISIONS

#### 1. COUNTY AGREES:

- 1.1. From time to time during the term of this Agreement, COUNTY may request to purchase potable domestic water from WVWD and SBVMWD on the terms and conditions set forth in this Agreement. COUNTY acknowledges that COUNTY has no vested right to receive imported water, nor any prior or superior right to receive imported water from WVWD and SBVMWD. COUNTY further acknowledges that WVWD and SBVMWD shall each be entitled to exercise sole discretion at any time to decline, limit, curtail, or terminate any purchase.
- 1.2. COUNTY, at its own sole cost and expense, has designed and constructed, or caused the design and construction of, certain temporary interconnection facilities, including, but not limited to, pipelines, a water meter (Meter), a booster connection and appurtenances to complete an interconnection with the WVWD water system that will allow delivery of the imported water supply to COUNTY, at no cost to WVWD. The temporary interconnection facilities are generally described and/or depicted on Exhibit "B" attached hereto incorporated herein by this reference. These temporary interconnection facilities have been designed and completed with the oversight and review of the WVWD, as appropriate.
- 1.3. At such time that the COUNTY may complete the design and detailed construction plans and specifications (Plans) for permanent interconnection facilities and the same shall be submitted to WVWD as set forth below. All such planning and Plans prepared by or on behalf of COUNTY shall be subject to review and written approval by WVWD prior to the beginning of any construction of the permanent interconnection facilities.
- 1.4. COUNTY will submit Plans for WVWD review and approval. If WVWD takes exception to any facilities proposed, it shall submit these to COUNTY in writing for revision before WVWD formally approves. In

the event WWWD disapproves the Plans, COUNTY may modify the Plans in accordance with the reasons given for disapproval and may resubmit the revised Plans to WWWD for approval or disapproval.

- 1.5. If and when the Plans have been approved by WWWD, COUNTY shall construct or cause the construction of the permanent interconnection facilities in strict compliance with the approved Plans, at no cost to WWWD. COUNTY will cooperate with WWWD in connecting the interconnection facilities to the WWWD water system.
- 1.6. COUNTY shall own and maintain the temporary and permanent interconnection facilities at its sole cost, including but not limited to the Meter, annual testing and calibration of the Meter to within industry standards, and replacement of the Meter as warranted. County shall provide records to WWWD of Meter testing and calibration upon request.
- 1.7. COUNTY may order imported water from WWWD and SBVMWD by submitting a written request to both WWWD and SBVMWD at least 5 business days in advance. WWWD and SBVMWD shall each approve or decline, in whole or in part, in writing, any request within 4 business days after receipt.
- 1.8. For each approved order for imported water:
  - 1.8.1. SBVMWD shall invoice COUNTY, and COUNTY shall pay SBVMWD, for the imported water delivery quantity at a blended rate equal to seventy-five percent (75%) of the then-current SBVMWD "outside" water rate in accordance with SBVMWD's Resolution 888, as may be amended, plus twenty-five percent (25%) of the then-current SBVMWD "inside" water rate.
  - 1.8.2. WWWD shall invoice COUNTY, and COUNTY shall pay WWWD, \$870 per acre-foot for the treatment and delivery of the imported water ("WWWD Rate"). WWWD at its sole discretion may change the WWWD Rate upon providing COUNTY with 60-day advanced notice.
- 1.9. COUNTY may request up to one thousand one hundred (1,100) AF per year of imported water to serve Glen Helen. Any amount over one thousand one hundred AF per year would require separate approval by SBVMWD. Delivery of imported water is subject to availability and all terms and conditions in SBVMWD's Resolution 888, as amended.

## 2. WWWD AGREES:

- 2.1. WWWD shall approve or disapprove the Plans within a reasonable amount of time after submittal to WWWD.
- 2.2. WWWD shall approve or decline, in whole or in part, in writing, any request from COUNTY for imported water within 4 business days after receipt. If approved, WWWD shall coordinate delivery of the imported water requested by COUNTY from SBVMWD.
- 2.3. Imported water delivered pursuant to this Agreement shall be measured and recorded at the interconnection by the Meter with the capacity of accurately measuring flow at one thousand gallons per minute.
- 2.4. WWWD will supply only such imported water at such pressure as may be available from time to time from the operation of its water system, as WWWD may determine in its sole and absolute discretion.
- 2.5. Periodically, WWWD shall invoice COUNTY for payment for treatment and delivery of imported water delivered hereunder, as provided in Section 1.8.2 above. Payment of the amount shown on the invoice shall be due on the thirtieth (30) day after the receipt of the invoice by COUNTY. WWWD agrees to accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into WWWD's designated checking or other bank account. WWWD shall comply with directions and complete forms provided by COUNTY required to process EFT payments.

- 2.6. Imported water delivered through the interconnection shall be of domestic water quality served by WVWD to its customers.
- 2.7. The gate/valve on WVWD's side of the interconnection facilities normally will be closed until it is opened by WVWD employees and utilized to provide water to COUNTY.
- 2.8. WVWD shall notify COUNTY, in writing, at least sixty (60) days in advance of any change to the WVWD Rate charged for treatment and delivery of imported water.
- 2.9. WVWD makes no guarantee of the availability and/or quantity of imported water it may deliver to the COUNTY.
- 2.10. Delivery of imported water pursuant to this Agreement may be limited, curtailed or terminated by WVWD, for any reason or no reason whatsoever, as determined by WVWD in its sole and absolute discretion, by the delivery of a two-day prior written notice to SBVMWD and COUNTY.

### 3. SBVMWD AGREES:

- 3.1. Upon request from COUNTY, SBVMWD may sell to COUNTY, for use in Glen Helen, such imported water as SBVMWD may determine, at SBVMWD's sole and absolute discretion, but at a flow rate not greater than one thousand gallons per minute. SBVMWD shall approve or decline, in whole or in part, in writing, any request from COUNTY for imported water within 4 business days after receipt.
- 3.2. Imported water sold by SBVMWD to COUNTY shall not be counted as a deduction against WVWD's allocation of imported water.
- 3.3. SBVMWD makes no guarantee of the availability and/or the quantity of imported water it may sell to the COUNTY.
- 3.4. Periodically, SBVMWD shall invoice COUNTY for payment for imported water delivered hereunder, as provided in Section 1.7 above. Payment of the amount shown on the invoice shall be due on the thirtieth (30) day after the receipt of the invoice by COUNTY. SBVMWD agrees to accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into SBVMWD's designated checking or other bank account. SBVMWD shall comply with directions and complete forms provided by COUNTY required to process EFT payments.
- 3.5. Delivery of imported water pursuant to this Agreement may be limited, curtailed or terminated by SBVMWD for any reason or no reason whatsoever, as determined by SBVMWD in its sole and absolute discretion, by the delivery of a two-day prior written notice to WVWD and COUNTY.
- 3.6. SBVMWD shall notify COUNTY, in writing, at least sixty (60) days in advance of any change to the rate charged for imported water.

### 4. THE PARTIES MUTUALLY AGREE:

- 4.1. As inducement and consideration for WVWD and SBVMWD to enter into this Agreement, COUNTY hereby assumes all risk of damage to property and injury to persons or property, arising out of or in connection with any limiting, curtailment or termination of imported water by WVWD and SBVMWD to COUNTY and COUNTY hereby waives all claims with respect thereto against WVWD and SBVMWD. Should there be any claims against WVWD or SBVMWD by third parties related to the limiting, curtailment or termination of imported water under this section, the indemnity provisions of Section 4.5 will apply to such claims.

- 4.2. The Meter will be read by COUNTY at such time or times as may be determined by WVWD. Further, COUNTY shall provide WVWD access to the Meter at any time upon request.
- 4.3. This Agreement shall remain in effect for a period of five (5) years from the Effective Date. Either Party may terminate this Agreement without liability, upon sixty (60) days notice to the other Party.
- 4.4. COUNTY shall not assign or transfer its rights or obligations under this Agreement.
- 4.5. To the maximum extent permitted by law, COUNTY shall indemnify, defend, and hold harmless WVWD and SBVMWD, their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs and expenses (including attorney's fees) of every type and description (collectively, Costs) arising from or in connection with: (a) COUNTY's acts or omissions or the acts or omissions of its agents (including contractors and subcontractors), employees, successors or assigns (collectively, Representatives), in connection with the matters contemplated by this Agreement; (b) any breach by COUNTY of its obligations pursuant to this Agreement; (c) the design, engineering, construction, and maintenance of the interconnection facilities; (d) any limitation, curtailment or termination of imported water delivery to COUNTY; or (e) any death, injury, property damage, accident or casualty caused or claimed to be caused by COUNTY or its Representatives or incurred by COUNTY or its Representatives or property. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of WVWD, SBVMWD, their Indemnitees, or any of them. WVWD and SBVMWD will make all decisions with respect to their representation in any legal proceeding concerning this Section 4.5.
- 4.6. To the maximum extent permitted by law, WVWD shall indemnify, defend, and hold harmless COUNTY and SBVMWD, and their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs and expenses (including attorney's fees) of every type and description (collectively, Costs) arising from or in connection with: (a) WVWD's acts or omissions or the acts or omissions of its agents (including contractors and subcontractors), employees, successors or assigns (collectively, Representatives), in connection with the matters contemplated by this Agreement; (b) any breach by WVWD of its obligations pursuant to this Agreement; or (c) the design, engineering, construction, and maintenance of the interconnection facilities. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of COUNTY, SBVMWD, its Indemnitees, or any of them. COUNTY and SBVMWD will make all decisions with respect to their representation in any legal proceeding concerning this Section 4.6.
- 4.7. To the maximum extent permitted by law, SBVMWD shall indemnify, defend, and hold harmless COUNTY and WVWD, and their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs and expenses (including attorney's fees) of every type and description (collectively, Costs) arising from or in connection with: (a) SBVMWD's acts or omissions or the acts or omissions of its agents (including contractors and subcontractors), employees, successors or assigns (collectively, Representatives), in connection with the matters contemplated by this Agreement; or (b) any breach by SBVMWD of its obligations pursuant to this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of COUNTY, WVWD, its Indemnitees, or any of them. COUNTY and WVWD will make all decisions with respect to its representation in any legal proceeding concerning this Section 4.7.
- 4.8. Time is of the essence for each and every provision of this Agreement.

- 4.9. After the Effective Date of this Agreement, in the event COUNTY hires a third party to install, construct, reconstruct, repair, maintain, replace, or remove the interconnection facilities, COUNTY shall cause such third party to name WWWD and its officer, employees and agents as additional insured on all liability insurance policies required by the COUNTY of such third party.
- 4.10. This writing constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements, which may have been entered into between the Parties prior to the execution of this Agreement.
- 4.11. Any notice to be given or to be served upon any Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

WWWD: West Valley Water District  
 855 W. Baseline  
 Rialto, CA 92376  
 General Manager  
 (909) 875-1804  
 E-Mail: [jthiel@wwwd.org](mailto:jthiel@wwwd.org)

SBVMWD: San Bernardino Valley Municipal Water District  
 380 East Vanderbilt Way  
 San Bernardino, CA 92408  
 General Manager  
 (909) 387-9200  
 E-Mail: [miguel.guerrero@sbmwd.com](mailto:miguel.guerrero@sbmwd.com)

COUNTY: San Bernardino County  
 385 North Arrowhead Avenue  
 San Bernardino, CA 92415  
 Director  
 (909) 387-5000  
 E-Mail: [noel.castillo@dpw.sbcounty.gov](mailto:noel.castillo@dpw.sbcounty.gov)

- 4.12. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- 4.13. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.
- 4.14. This Agreement shall not be construed as a conveyance or waiver of any right to water owned by WWWD and SBVMWD, nor shall it be construed as conferring any right whatsoever upon any person, firm or entity not a party to this Agreement.
- 4.15. 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.

- 4.16. This Agreement shall be governed by the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed in the Superior Court of California, San Bernardino District.
- 4.17. 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. 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.
- 4.18. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by all Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 4.19. If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 4.20. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.
- 4.21. All privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.
- 4.22. The Recitals are incorporated into the body of this Agreement.
- 4.23. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties.
- 4.24. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**WEST VALLEY WATER DISTRICT**

*(Print or type name of corporation, company, contractor, etc.)*

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

*(Print or type name of corporation, company, contractor, etc.)*

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**SAN BERNARDINO COUNTY**

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 03 2024

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

By *Lynna Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy



Approved as to Legal Form  
► *Aaron Gest*  
Aaron Gest, Deputy County Counsel  
Date 11/19/24

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► *David R. Doublet*  
David Doublet, Assistant Director  
Date 11/19/24



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WEST VALLEY WATER DISTRICT

(Print or type name of corporation, company, contractor, etc.)

By   
(Authorized signature - sign in blue ink)

Name John Thiel  
(Print or type name of person signing contract)

Title General Manager  
(Print or Type)

Dated: 9/30/24

Address 855 W. Baseline  
Rialto, CA 92376

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

SAN BERNARDINO COUNTY



\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ \_\_\_\_\_  
Aaron Gest, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**WEST VALLEY WATER DISTRICT**

(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

(Print or type name of corporation, company, contractor, etc.)

By Heather Dyer  
(Authorized signature - sign in blue ink)

Name Heather Dyer  
(Print or type name of person signing contract)

Title CEO / General Manager  
(Print or Type)

Dated: October 3, 2024

Address 380 E. Vanderbilt Way  
San Bernardino, CA 92408

**SAN BERNARDINO COUNTY**



\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

▶ \_\_\_\_\_  
Aaron Gest, Deputy County Counsel

▶ \_\_\_\_\_

▶ \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_