

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

December 3, 2024

FROM

**NOEL CASTILLO, Director, Department of Public Works – Special Districts
DON DAY, Director, Project and Facilities Management Department**

SUBJECT

Agreement with San Bernardino County, West Valley Water District, and San Bernardino Valley Municipal Water District to provide the Glen Helen Water System with Water Services

RECOMMENDATION(S)

Approve **Agreement No. 24-1165** between San Bernardino County, West Valley Water District, and San Bernardino Valley Municipal Water District, which includes non-standard terms, to provide water service through an emergency secondary source of domestic water for the Glen Helen Water System, based on the agreed upon rates, for the term of five years, effective December 3, 2024.

(Presenter: Noel Castillo, Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

**Ensure Development of a Well-Planned, Balanced, and Sustainable County.
Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.**

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The Agreement between San Bernardino County (County), West Valley Water District (WVWD), and San Bernardino Valley Municipal Water District (SBVMWD) establishes water rates to provide emergency domestic water service to the County's Glen Helen Water System (GHWS) through the intertie with WVWD based on the agreed upon rates. These water services would be requested in case of emergency, such as a prolonged drought. The amount of water will vary depending on conditions and shall not exceed 1,100 acre-feet per year. Sufficient appropriation has been included in the Project and Facilities Management Department Utilities (7700001000) 2024-25 budget and will be included in future recommended budgets as needed.

BACKGROUND INFORMATION

The Agreement between the County, WVWD, and SBVMWD will provide emergency domestic water service to GHWS in the event of declining water levels. The Agreement will allow the County to request emergency water through the proposed intertie with WVWD based on the terms and conditions set forth in the Agreement and based on the agreed upon rates.

WVWD boundaries border the GHWS at Glen Helen Parkway, and SBVMWD is the water wholesaler for the region. The County is responsible for providing water system operations, maintenance, and management services to the County-owned GHWS, which serves the following facilities: Glen Helen Regional Park, Sheriff's Glen Helen Rehabilitation Center,

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Sheriff's Regional Training Center, Sheriff's Emergency Vehicle Operation Center, and the Glen Helen Raceway.

The Agreement contains the following non-standard terms, which require Board of Supervisors approval:

1. The Agreement contains mutual but modified indemnity provisions. The County shall indemnify, defend, and hold harmless WVWD and SBVMWD for any claims, actions, damages, costs, and expenses (including legal fees) related to: (a) any actions or inactions by the County or its agents; (b) any breach of this Agreement by the County; (c) the design, construction, and maintenance of interconnection facilities; (d) any reduction or stopping of water delivery to the County; or (e) any death, injury, or property damage caused by the County or its agents. WVWD and SBVMWD will indemnify County from claims and costs related to their actions, breaches of the Agreement, or issues with interconnection facilities. This indemnity doesn't apply if a court finds the costs were caused by gross negligence or misconduct by the County or other parties.
 - The standard County provision requires contracting parties to indemnify the County.
 - Potential Impact: The WVWD and SBVMWD will not be required to indemnify the County if the third-party claim, suit or demand is caused by the County's own negligence, with the result that the indemnity provision, governing issues related to the Agreement, is not as broad as the standard County provision.
2. The Agreement does not require WVWD and SBVMWD to meet the County's insurance standards as required pursuant to County Policies 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that WVWD and SBVMWD will be financially responsible for claims that may arise under the Agreement, which could result in expenses to the County that exceed the total Agreement amount.

Approval of the Agreement, including non-standard terms, is recommended to provide water service through an emergency secondary source of domestic water for the GHWS. By doing so, the County is maintaining public safety by ensuring water is available for the GHWS and working with other governmental agencies by developing an Agreement to ensure adequate water levels are maintained.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Aaron Gest, and Daniel Pasek, Deputies County Counsel, 387-5455) on November 4, 2024; Finance (Garrett Baker and Jessica Trillo, Administrative Analysts, 387-4222) on November 8, 2024; Risk Management (Greg Ustaszewski, Staff Analyst, 386-9005) on November 12, 2024; and County Finance and Administration (Paloma Hernandez-Barker, Deputy Executive Officer, 387-5423) on November 14, 2024.

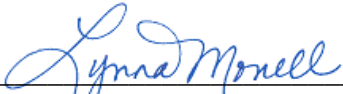
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: December 3, 2024



cc: PW/SD - Snyder w/agree
Contractor - c/o PW/SD w/agree
File - w/agree

MBA 12/4/2024