



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

380 E. Vanderbilt Way, San Bernardino, CA 92408

BOARD OF DIRECTORS' SPECIAL MEETING - RESOURCES/ENGINEERING

2:00 PM Tuesday, September 8, 2026

ZOOM INFORMATION

Online: <https://sbvmwd.zoom.us/j/84832686691>

Telephone: (877) 853-5247 US Toll-free

Meeting ID: 848 3268 6691

PASSCODE: 3802026

If you are unable to participate online or by telephone, you may submit your comments and questions in writing for Board consideration by emailing comments@sbvmwd.com with the subject line Public Comment Item # (insert the agenda item number relevant to your comment) or Public Comment Non-Agenda Item. Submit your written comments no later than 6 p.m. the day prior to the meeting. All public comments will be provided to the Board President and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your identifier during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.

CALL TO ORDER

1) INTRODUCTIONS

2) PUBLIC COMMENT

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items except as authorized by law. Each speaker is limited to a maximum of three (3) minutes.

3) DISCUSSION AND POSSIBLE ACTION ITEMS

- 3.1 Consider a Second State Water Project Water Transfer from Crestline - Lake Arrowhead Water Agency for Up To 2,000 Acre-Feet (15 min.) - Page 3

[Staff Memo - Consider a Second State Water Project Water Transfer from Crestline - Lake](#)

Arrowhead Water Agency for Up To 2,000 Acre-Feet

1. Long-Term Water Transfer Package Agreement between Crestline - Lake Arrowhead Water Agency and San Bernardino Valley Municipal Water District

3.2 Review of Board Committees (25 min.) - Page 10

Staff Memo - Review of Board Committees

1. Summary of Board Committees and External Appointments

4) FUTURE BUSINESS

5) CLOSED SESSION

5.1 CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case)

6) ADJOURNMENT

DATE: September 8, 2026

TO: Board of Directors

FROM: Michael Plinski, Chief of Water Resources

SUBJECT: Consider a Second State Water Project Water Transfer from Crestline - Lake Arrowhead Water Agency for Up To 2,000 Acre-Feet

Staff Recommendation

Authorize the CEO/General Manager to proceed with a second 2026 State Water Project water transfer of up to 2,000 acre-feet from Crestline-Lake Arrowhead Water Agency to San Bernardino Valley Municipal Water District.

Summary

In April 2025, San Bernardino Valley Municipal Water District (San Bernardino Valley) and Crestline-Lake Arrowhead Water Agency (CLAWA) entered into a long-term agreement to maximize the efficient use of water delivered through the State Water Project (SWP) for the benefit of both agencies and their respective service areas.

In August 2026, the Boards of Directors of San Bernardino Valley and CLAWA approved the transfer of 2,000 acre-feet of SWP water to San Bernardino Valley. CLAWA has recently identified an additional 2,000 acre-feet of surplus SWP water available for transfer and asked if San Bernardino Valley could receive that amount of additional water by the end of the calendar year. The additional water could be used to meet the remaining direct delivery and groundwater recharge orders, planned carryover water for 2027, and meet a portion of the storage agreements entered with the San Gorgonio Pass Water Agency and South Mesa Water Agency last year.

Staff therefore recommends that the Board authorize a second transfer of up to 2,000 acre-feet of SWP water from CLAWA to San Bernardino Valley during calendar year 2026.

Background

San Bernardino Valley and CLAWA are both State Water Contractors and have a long history of working cooperatively to manage their respective SWP supplies. Under their individual Water Supply Contracts with DWR, each agency receives imported water through the SWP.

To improve operational flexibility and enhance regional water-supply reliability, San Bernardino Valley and CLAWA executed a long-term water transfer agreement in April 2025. The agreement establishes a framework for nonpermanent transfers of CLAWA's SWP water to San Bernardino Valley when feasible. It also provides for the future return of comparable quantities of SWP water to CLAWA upon request, provided that such returns do not adversely affect San Bernardino Valley's operations or its ability to serve its customers.

The agreement has already benefited both agencies. In 2025, CLAWA transferred 5,000 acre-feet of SWP water to San Bernardino Valley. San Bernardino Valley subsequently returned approximately 153 acre-feet to CLAWA during that year. Through August 2026, CLAWA has requested the return of an additional 122 acre-feet of SWP water.

Approval of the proposed transfer would maximize the beneficial use of available SWP supplies, support regional groundwater recharge efforts in 2026, and further strengthen the cooperative partnership between the two agencies.

District Strategic Plan Application

This item supports San Bernardino Valley's strategic objective of working collaboratively to proactively manage a diverse and adaptable water-supply portfolio and maximize the value of the region's water assets.

Fiscal Impact

The proposed transfer of up to 2,000 acre-feet of State Water Project water from CLAWA to San Bernardino Valley in 2026 will have no immediate fiscal impact. However, under the agreement, CLAWA may request the return of up to 1,000 acre-feet within the following ten years.

Attachment

Long-Term Water Transfer Package Agreement between Crestline - Lake Arrowhead Water Agency and San Bernardino Valley Municipal Water District

APR 11 2025

LONG TERM WATER TRANSFER PACKAGE AGREEMENT BETWEEN
CRESTLINE-LAKE ARROWHEAD WATER AGENCY AND SAN
BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

This Long Term Water Transfer Package Agreement ("Agreement") is effective as of April 3, 2025, between the Crestline-Lake Arrowhead Water Agency ("CLAWA"), and San Bernardino Valley Municipal Water District ("SBVMWD"), sometimes hereafter collectively called "Parties" or individually called "Party."

RECITALS

A. CLAWA and SBVMWD are both State Water Contractors having access to imported water supplies through the California State Water Resources Development System ("State Water Project" or "SWP"). CLAWA and SBVMWD are each entitled to receive water from the SWP as set forth in their respective Water Supply Contracts with the California Department of Water Resources ("DWR"). This water may consist of annual allocations based upon their Table A Amounts, or carryover water as set forth in Article 56(c) of their Water Supply Contracts, or water occasionally made available to them as set forth in Article 21 of their Water Supply Contracts (collectively, "SWP Water").

B. CLAWA and SBVMWD have a long history of cooperation to maximize the prudent management of their respective SWP Water supplies.

C. In order for CLAWA and SBVMWD to better manage their SWP Water and increase water reliability to help meet water demands within their service areas, CLAWA and SBVMWD wish to enter into this long-term Agreement involving non-permanent transfers of portions of CLAWA's SWP Water to SBVMWD, when CLAWA is able to transfer such water, and SBVMWD's SWP Water to CLAWA when CLAWA is able to take such water and when doing so will not adversely impact SBVMWD's own operations or service to its own constituents.

D. The purpose of this Agreement is to maximize the efficient use of water delivered through SWP facilities for the benefit of CLAWA and SBVMWD, according to the terms hereafter set forth.

TERMS OF AGREEMENT

1. Term. This Agreement shall have an initial term of fifteen (15) years; provided, however, that either Party may, upon twelve (12) months written notice, terminate this Agreement effective at any time after the initial ten (10) years. Upon expiration of the initial term, or upon receipt of such notice of termination, CLAWA shall not thereafter provide for the transfer of any portion of CLAWA's SWP Water to SBVMWD under this Agreement, and SBVMWD shall coordinate with CLAWA in good faith to transfer to CLAWA all of the SBVMWD SWP Water then due to be transferred to CLAWA as provided in this Agreement. Notwithstanding the preceding, if all of the water remaining to be transferred by SBVMWD to CLAWA as provided in this Agreement, up to 8,000 acre-feet, has not been transferred by the end of the term, then the term of this Agreement shall be extended solely for the purpose of completing such transfers by SBVMWD to CLAWA through the earlier of: (a) five (5) additional years; or (b) until all of the

water remaining to be transferred by SBVMWD to CLAWA as provided in this Agreement has been transferred. For clarity, all obligations of SBVMWD to transfer water to CLAWA under this Agreement shall expire no later than the end of the additional five-year period.

2. Quantities to be Transferred. During the term of this Agreement, and any extension thereof, CLAWA may transfer to SBVMWD in any year such portion of CLAWA's SWP Water as SBVMWD determines in its own discretion that it is able to accept for delivery in that year, for subsequent use by SBVMWD within its service area. At any time thereafter during the term of this Agreement CLAWA shall have the right to take back from SBVMWD, via transfer, a quantity of SBVMWD's SWP Water equal to one-half (50%) of CLAWA's SWP Water that CLAWA previously transferred to SBVMWD under this Agreement, as CLAWA may determine, provided that: (a) SBVMWD's SWP Water transferred to CLAWA shall not exceed 800 acre feet in any year unless approved by SBVMWD; and (b) in the event that SBVMWD's Table A allocation is less than forty percent (40%) during the year that it is requested by CLAWA, SBVMWD shall have the right to deny the requested transfer of SBVMWD's SWP Water to CLAWA in that year or limit the quantity to be transferred to CLAWA in that year, as SBVMWD determines in its own discretion in order to protect its own operations or the quantity of water available to its own constituents within SBVMWD's service area. The Parties further agree that the quantity of SBVMWD's SWP Water that SBVMWD remains obligated to transfer to CLAWA under this Agreement, as a result of previous transfers of CLAWA's SWP Water to SBVMWD under this Agreement, shall not exceed 8,000 acre-feet at any time during the term of this Agreement; and (b) nothing in this Agreement shall be interpreted to be a permanent transfer of either Party's contracted Table A Amount under its Water Supply Contract with DWR.

3. Schedule and Delivery. By December 1 of each year during the term of this Agreement, CLAWA will notify SBVMWD of the quantity of CLAWA's SWP Water, if any, that CLAWA anticipates transferring to SBVMWD in the next subsequent calendar year pursuant to this Agreement. CLAWA may thereafter adjust the quantity of CLAWA's SWP Water that CLAWA anticipates transferring to SBVMWD in the next subsequent year, subject to approval by both SBVMWD and DWR. SBVMWD will make good faith efforts to take the water transferred by CLAWA, but may decline the water or accept only a reduced quantity, in its sole discretion, based upon facility constraints or other factors. CLAWA shall coordinate with SBVMWD in scheduling with DWR the delivery of CLAWA's SWP Water in any year. By December 1 of each year, CLAWA will also notify SBVMWD of the quantity of SBVMWD's SWP Water that CLAWA requests to be transferred from SBVMWD to CLAWA in the next subsequent calendar year, subject to the limits set forth in this Agreement and the agreement(s) with DWR for the transfer of SBVMWD's SWP Water to CLAWA. CLAWA may revise this quantity thereafter as needed to accommodate its own constraints and demands within its own service area. The scheduling of such deliveries shall be subject to approval by DWR, which may reject proposed deliveries as necessary to prevent harm to any other SWP contractor or to DWR's operation of SWP facilities.

4. Points of Delivery and SWP Charges. The Parties anticipate the delivery of CLAWA's SWP Water to SBVMWD at a SBVMWD SWP turnout to be designated by SBVMWD. CLAWA anticipates the delivery of SBVMWD's SWP Water to a CLAWA turnout to be designated by CLAWA. Each Party shall be responsible for charges related to the cost of delivering water to that Party at its designated point of delivery. Each Party shall have the right to

change the point of delivery for the water it receives under this Agreement, without approval by the other Party, but subject to approval by DWR.

5. Running Account. Each Party shall keep its own record of (a) the quantity of CLAWA's SWP Water delivered to SBVMWD under this Agreement; (b) the quantity of SBVMWD's SWP Water delivered to CLAWA under this Agreement; and (c) the remaining balance of SBVMWD's SWP Water to be transferred to CLAWA under this Agreement. The balance of SBVMWD's SWP Water to be delivered to CLAWA shall not exceed 8,000 acre feet at any time under this Agreement. Each Party shall annually reconcile its own records with the records maintained by the other Party and with DWR's records of transfers by one Party to the other, to ensure continuing accuracy.

6. CEQA. This Agreement shall be conditional upon compliance with the California Environmental Quality Act ("CEQA"). CLAWA shall be the lead agency for purposes of such compliance, and SBVMWD shall be a responsible agency.

7. Applicable Law, Venue and Disputes. This Agreement shall be construed and enforced according to California law. In the unlikely event of litigation over this Agreement, the venue for such action shall be the County of San Bernardino. However, the Parties agree to use all good faith efforts to resolve any disagreements over the interpretation or application of this Agreement amicably, through discussion and in the interest of their history of mutual cooperation.

8. Transaction Costs. CLAWA and SBVMWD shall each be responsible for its own legal and other costs incurred in the preparation, review and implementation of this Agreement, and for compliance with the requirements of CEQA.

9. Agreement with DWR. CLAWA and SBVMWD acknowledge that it will also be necessary for them to sign an additional agreement, or agreements, to be prepared by DWR to implement the transfer package described in this Agreement. CLAWA and SBVMWD each agrees to cooperate with DWR and with each other in the preparation, review and execution of such agreement(s) with DWR, and with the processing of such other approvals as may be necessary to effect the transfers described herein. CLAWA will be responsible for payment of any charges imposed by DWR for the preparation and processing of the agreement(s) with DWR, and for the preparation and processing of such other approvals as may be necessary to effect the transfers described herein.

10. Costs of Defense. In the event of any legal action by a third party to challenge this Agreement and/or the transfers described herein, CLAWA and SBVMWD agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the Parties.

11. Force Majeure. In the event that an act of God or other unavoidable expense renders the performance of this Agreement impossible or infeasible, the Parties shall be excused from the performance thereof, with corresponding monetary payments by one Party to the other as may be necessary to achieve financial equity as between the Parties for that portion of the Agreement that cannot be performed; provided, however, that CLAWA and SBVMWD shall first coordinate with

DWR to determine whether alternative performance may be possible pursuant to an alternate schedule for completion of performance.

12. No Effect on Other Agreements. Nothing in this Agreement shall be interpreted to alter or affect such other agreements as may have been executed between the Parties in this past, or may be executed between them in the future.

13. Revisions to Agreement. This Agreement may only be revised or amended by further written agreement and signed by both Parties. The Parties shall provide DWR with written notice of any such revision or amendment, and shall seek DWR's prior approval if required by DWR.

14. Authority. The undersigned representatives of CLAWA and SBVMWD hereby represent that they are authorized to execute this Agreement for the Party on whose behalf this Agreement is executed.

Executed on the dates set forth below.

CRESTLINE-LAKE ARROWHEAD WATER AGENCY

By: Jennifer Spindler
Jennifer Spindler, General Manager

Date: April 3, 2025

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: Heather Dyer
Heather Dyer, CEO/General Manager

Date: 4/8/2025

DATE: September 8, 2026

TO: Board of Directors' Special Meeting – Resources/ Engineering Workshop

FROM: Heather Dyer, CEO/General Manager
Jose Macedo, CAO/ Deputy General Manager/Clerk of the Board

SUBJECT: Review of Committee List

Staff Recommendation

Review the current Board committee and appointment list and provide direction to Staff regarding which committees and appointments should be retained, consolidated, or eliminated.

Summary

At the direction of the Board, Staff reviewed the Agency's current committee and external appointment list to determine whether each assignment continues to serve a necessary governance, policy, project, or representational purpose. The review also considered whether standing committee or overlapping work could be addressed through an existing Board workshop or ad hoc committee on an as-needed basis. SAWPA assignments and Special Meetings – Board of Directors' Workshop chair assignments are not included in this list since they are ongoing and regularly occurring. Most assignments remain necessary as they provide formal representation or oversight of ongoing Agency business. Staff identified several opportunities to streamline the current committee structure. The following changes are recommended for Board consideration:

- 1) Staff propose consolidating the Climate Resilience Committee and the Headwaters Resilience Partnership Committee, particularly given that the Climate Resilience Committee has not met since April 2024;
- 2) Staff propose changing the Active Recharge Project to an ad hoc committee that would meet to review specific information as it is developed for the projects, likely once or twice per year;
- 3) Staff propose eliminating the Tres Lagos Mutual Water Company since the Agency is no longer part of the water company;
- 4) Staff propose eliminating the State Water Project Committee since it has not met in the last year and regular updates are given to the full Board in regular monthly meetings;

- 5) Staff propose changing the newly formed Personnel/Workforce Development Standing Committee to an ad hoc committee that would meet to review staffing and workforce development issues, succession planning, and other organizational issues, as needed, estimated 2-3 times per year.
- 6) Staff propose the Mavens Notebook appointment be eliminated, as Agency input to this organization can be facilitated by staff or willing Director on an informal basis and through annual sponsorship correspondence.

The attached summary provides the full committee and external appointment list, current purpose, and Staff recommendations for Board consideration.

Staff will provide a presentation summary of the current Board committees and appointments and review the recommendations for committees and assignments the Board may wish to retain, consolidate, sunset, or remove. Appointments for the next regular two-year terms will occur in early 2027.

Fiscal Impact

There is no fiscal impact associated with this item.

Attachments

1. Summary of Board Committees and External Appointments

Summary of Board Committees and External Appointments

Compiled for Board Review and Discussion

Updated: August 18, 2026

Committee / Appointment	Current Assignment	Purpose / Description	Type	2026 Meetings Held (YTD)	Staff Assessment / Recommendation
Legislative Policy and Initiatives Engagement Committee	Chair: Botello; Vice Chair: Harrison	Promotes the Agency's mission and goals to elected officials and advocates for long-term policies and initiatives.	Standing	1	Retain - Distinct legislative/advocacy function.
Climate Resilience Committee	Chair: Longville; Vice Chair: Kielhold	Addresses climate-change risks, resilience planning, and outside funding strategies.	Ad Hoc (per 2025 list)	0	Recommend merging Climate Resilience with Headwaters Resilience to form a committee covering issues related to both topics, as needed. Last met was in Apr of 2024
Headwaters Resilience Partnership Committee	Chair: Longville; Vice Chair: Kielhold	Develops partnerships with the U.S. Forest Service and stakeholders to address wildfire and other watershed risks.	Standing	3	Retain - Ongoing partnership and watershed resilience role.
Active Recharge Projects Policy Committee	Chair: Longville	Focuses on planning and implementation of Active Recharge Transfer Projects with the San Bernardino Valley Water Conservation District.	Standing	0	Recommend changing to Ad hoc to meet as needed on specific issues, likely 1-2 times/year.
Regional Recycled Water Committee	Chair: Kielhold; Vice Chair: Botello	Discusses regional recycled-water initiatives and implementation of related projects.	Standing	0	Retain - Ongoing regional program oversight that has outside partner membership.
San Bernardino Valley Conservation Trust Governing Board	Chair: Kielhold	Represents the Agency on the nonprofit Conservation Trust governing board.	External Governing Board	External - not tracked	Retain - Formal governance responsibility.
ACWA/JPIA Committee	Chair: Harrison; Vice Chair: Velasquez	Represents the Agency on insurance and risk-management matters with ACWA JPIA.	External Appointment	External - not tracked	Retain - Risk-management representation.
Bear Valley Mutual Water Company Shareholder	Shareholder Representative: Huang (staff)	Represents Agency shares during the annual shareholder meeting.	Shareholder Assignment	External - not tracked	Retain - Ownership/shareholder responsibility.
Tres Lagos Mutual Water Company Board	Chair: Longville; Vice Chair: Harrison	Serves as Board and officers of the Mutual Water Company, of which the Agency owns majority shares.	External Governing Board	External - not tracked	Recommend elimination since we are no longer part of TLMWC
Upper Santa Ana River Watershed Infrastructure Financing Authority (WIFA) Board	President: Harrison; Alternate: Botello; Treasurer: Longville; Secretary: Macedo	Serves as Board for a JPA focused on securing and administering infrastructure funding.	External Governing Board for JPA	1	Retain - Formal JPA governance responsibility.
Sunrise Ranch Property Committee	Chair: Kielhold; Vice Chair: Longville	Ad hoc Board oversight of Sunrise Ranch property-related issues, as needed.	Ad Hoc	1	Retain; review annually.

Committee / Appointment	Current Assignment	Purpose / Description	Type	2026 Meetings Held (YTD)	Staff Assessment / Recommendation
State Water Project Committee	Chair: Harrison; Vice Chair: Botello	Provides designated Board representation on State Water Project matters.	Ad hoc	0	Recommend elimination since we have monthly SWP reports in Board meetings
Cost of Service Study Committee	Chair: Kielhold; Vice Chair: Longville	Ad hoc Board representation for the Agency's cost-of-service study.	Ad hoc	3	Retain; review annually.
Fiscal Policy Committee	Chair: Kielhold; Vice Chair: Velasquez	Provides focused Board review of fiscal policy matters.	Ad Hoc	2	Retain; review annually.
Personnel/Workforce Development Committee	Chair: Not Yet Assigned Vice Chair: Not Yet Assigned	Established by Board action on August 18, 2026, to provide a dedicated forum for personnel/workforce development matters.	Standing	0 - established Aug. 18	Recommend changing to Ad hoc to meet as needed on specific issues, likely 2-3 times/year.
ACWA Groundwater Committee	Harrison; Kielhold	ACWA committee participation requires Director application and Board authorization.	External Committee	External - not tracked	Retain as external appointment while Directors remain active participants.
CSDA Legislative Committee	Harrison	CSDA committee participation requires Director application and Board authorization.	External Committee	External - not tracked	Retain as external appointment while active.
CSDA Bylaws Committee	Harrison	CSDA committee participation requires Director application and Board authorization.	External Committee	External - not tracked	Retain as external appointment while active.
SB Countywide Oversight Board	Saks (staff); Alternate: Harrison	Appointment is selected by special districts receiving RDA trust-fund revenues; election administered by LAFCO.	External Board	External - not tracked	Retain - formal external oversight-board representation.
Association of San Bernardino County Special Districts Governing Board	Harrison	Requires application and Board authorization.	External Governing Board	External - not tracked	Retain as external appointment while active.
National Habitat Conservation Plan Coalition Government Affairs Committee	Harrison	Voluntary coalition committee formed annually to address government-affairs matters.	External Committee	External - not tracked	Retain as external appointment while active.
Maven's Notebook	Longville	Independent source for California water news and information; the Agency is a sponsor.	Sponsorship/Information Resource	N/A	Recommend remove from Board committee roster - manage as an Agency sponsorship/information resource.
League of Women Voters Water Committee	Longville	Monitors and recommends action on water issues in California.	External Committee	External - not tracked	Retain only while Director participation remains active; review annually.
Infrastructure Funding Alliance	Longville	Develops and advocates strategies for environmentally and fiscally sustainable infrastructure projects.	External Organization	External - not tracked	Retain only while Director participation remains active; review annually.
The Climate Center Governing Board	Longville	Supports climate solutions in California through external governing-board service.	External Governing Board	External - not tracked	Retain only while Director participation remains active; review annually.
SAWPA SAR Trail Round Table/Task Force	Harrison	Continues regional planning efforts for completion of the Santa Ana River Trail.	External Task Force	External - not tracked	Retain while the regional task force remains active.

Meeting counts reflect 2026 year-to-date meetings documented through August 31, 2026. External appointments are identified as not tracked where meeting frequency is controlled by another organization.

Note: The source assignment list is dated 2025. Current individual assignments should be updated separately if the Board President has made subsequent appointments.