



From: Planning and Watershed Resilience, San Bernardino Valley

To: Directors and General Managers, RUWMP Participating Agencies

Re: Cost Sharing Letter Agreement for the 2025 Regional Urban Water Management Plan

California Water Code section 10621(a) requires urban water suppliers to update their Urban Water Management Plan (UWMP) at least once every five (5) years; the 2025 UWMP's are due to be updated and submitted to the California Department of Water Resources by July 1, 2026. San Bernardino Valley and eight (8) other local water providers (collectively "Participating Agencies" or "Parties" and individually "Participating Agency")* share many water supply characteristics, including location, climate, demographics, water sources, and regional water management, which were leveraged to prepare regional UWMPs in the 2010, 2015, and 2020 planning cycles.

For the 2025 UWMP, San Bernardino Valley and the Participating Agencies have jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals, which resulted in the selection of Water Systems Consulting, Inc. ("WSC" or "Consultant") as the consultant to prepare UWMPs for the Participating Agencies (the "Work"). A regional UWMP development streamline cost, staff time, and data while also allowing for a greater level of consistency and overall value of the UWMP.

On [December 16, 2024](#), the San Bernardino Valley Board of Directors approved a contract with WSC and the cost sharing whereby San Bernardino Valley will pay 50% of the common costs, with the balance equally split among the other eight Participants. In addition to these shares of common costs, each Participating Agency will also pay for the preparation of its individual UWMP chapter and any optional tasks.

San Bernardino Valley and its staff will administer the contract with WSC and the cost sharing provisions of this Agreement. The Participating Agency hereby agrees to pay its 6% share of the common cost (not-to-exceed \$10,354), its agency UWMP chapter cost (not-to-exceed \$28,606), and any agency-specific cost as provided in the project budget and according to the provisions set forth below. The scope of work shall consist of that work referenced in the attached Consulting Services Agreement with WSC.

*1. City of Colton 2. City of Loma Linda 3. City of Loma Linda 4. City of Rialto 5. Riverside-Highland Water Company 6. San Bernardino Municipal Water Department 7. West Valley Water District 8. South Mesa Water Company 9. San Bernardino Valley Municipal Water District



Project Budget

Agency	Share of Common Cost*	Agency UWMP Chapter Cost	Agency Optional Task Cost	Total Cost
City of Colton	\$10,354	\$28,606		\$38,960
City of Loma Linda	\$10,354	\$28,606		\$38,960
City of Redlands	\$10,354	\$28,606	\$9,616	\$48,576
City of Rialto	\$10,354	\$28,606		\$38,960
Riverside-Highland Water Company	\$10,354	\$28,606		\$38,960
San Bernardino Municipal Water Dept.	\$10,354	\$28,606		\$38,960
West Valley Water District	\$10,354	\$28,606		\$38,960
South Mesa Water Company	\$10,354	\$28,606		\$38,960
San Bernardino Valley MWD	\$82,832	\$28,606		\$111,438
TOTAL	\$165,664	\$257,454	\$9,616	\$432,734

**San Bernardino Valley is paying 50% of the common costs and each participating agency is paying approximately 6% of the common costs.*

1. Effective Date and Term

This Agreement shall be effective on the date of full execution of this Agreement by both San Bernardino Valley and the Participating Agency (“Effective Date”) but no later than April 1, 2025. The term of this Agreement shall be from January 1, 2025 to June 30, 2026.

2. Engagement of Consultant and Administration of Consulting Services Agreement

- 2.1 San Bernardino Valley shall coordinate all aspects of the proposed work with the Consultant and communicate with each Participating Agency, regularly and upon the request of the Participating Agency, regarding the status and substance of its 2025 UWMP.
- 2.2 Participating Agency shall provide all documents, data, information, and assistance requested by San Bernardino Valley and Consultant during the performance of the Consulting Services Agreement.
- 2.3 San Bernardino Valley shall make payments to the Consultant for progress payments as work proceeds. San Bernardino Valley shall ensure that no more than 90% of the project budget is paid before every Participant Agency has notified it of being satisfied with the deliverables from the Consultant.

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3. General Provisions

(a) Cost Sharing

San Bernardino Valley shall collect from each Participating Agency the full amount of the total cost allocated to that Participating Agency as provided in Section 3(f) below. San Bernardino Valley will inform each Participating Agency of any proposed extra work under the Consulting Services Agreement that would result in an increase in that Participating Agency's payment under this Agreement. San Bernardino Valley and the affected participating Agency must both approve such extra work before San Bernardino Valley will notify Consultant to proceed with the work. Each Participating Agency shall bear all costs associated with the extra work it approves.

(b) Warranty and Indemnification

Each Party ("Indemnitors") hereby agrees to defend, indemnify, and hold free and harmless the other Parties ("Indemnitees") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with Indemnitors' activities under this Agreement. In the event San Bernardino Valley, its directors, officers, employees and agents are made a party to any action or proceeding filed in connection with a challenge to any 2025 UWMP prepared pursuant to this Agreement, the Participating Agency whose 2025 UWMP is challenged shall provide a complete defense to San Bernardino Valley, its directors, officers, employees, and agents and shall reimburse San Bernardino Valley for all costs and expenses incurred as a result of the action or proceeding, including reasonable attorney's fees.

(c) Notices

Correspondence to be given to any Party may be sent by email or first-class mail, addressed, and delivered as set forth below in the address blocks for each Party.

(d) Representation of Authority

Each Party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective Parties has the authority to execute this Agreement and to bind their respective Parties to the terms and conditions of this Agreement.

(e) Counterparts

This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

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(f) Invoicing

San Bernardino Valley will administer the contract with the Consultant and invoice the Participating Agency its full cost share upon the execution of this Agreement. Alternatively, a Participating Agency may request a split invoice – a common cost invoice to be paid following the execution of the Agreement but no later than April 1, 2025 and the balance no later than August 1, 2025. San Bernardino Valley will prepare a final disposition of Consultant invoices for Participating Agencies, return unspent funds or collect additional funds no later than 90 days after the end of the Agreement term.

(g) Coordination and Cooperation

The Parties acknowledge that they are entering into an Agreement in which the cooperation of all Parties will be required, including the need to periodically meet, confer, coordinate, and collaborate with the Consultant.

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Heather P. Dyer, CEO/General Manager

Dated: _____

AGENCY NAME

By: _____
Name, Title

Dated: _____

Attachments:

- 1. Cost Sharing Breakdown
- 2. Consulting Services Agreement with WSC

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