



# S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

## NOTICE OF REGULAR MEETING OF THE PROJECT AGREEMENT 22 COMMITTEE

Interregional Landscape Water Demand Reduction Program

Committee Members:  
Joe Grindstaff, General Manager, Inland Empire Utilities Agency  
Doug Headrick, General Manager, San Bernardino Valley Municipal Water District  
Paul D. Jones, General Manager, Eastern Municipal Water District, Chair  
Michael Markus, General Manager, Orange County Water District, Vice Chair  
John Rossi, General Manager, Western Municipal Water District

**THURSDAY, OCTOBER 27, 2016 – 8:00 A.M.**

### AGENDA

1. **CALL TO ORDER** (Paul D. Jones, Chair)

2. **PUBLIC COMMENTS**

Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

3. **APPROVAL OF MEETING MINUTES: AUGUST 25, 2016**..... 5

**Recommendation:** Approve as posted.

4. **COMMITTEE DISCUSSION ITEMS**

A. **PROJECT AGREEMENT 22 COMMITTEE – PHASE II BUDGET FOR FISCAL YEAR ENDING 2017 (PA22#2016.23)** ..... 9

- Staff Memo
- FYE 2017 PA 22 – Phase II Committee Budget for SARCCUP
- SARCCUP Funding by Task Table
- SARCCUP Funding Projections by Year Table

**Recommendation:** Adopt the Project Agreement 22 Committee – Phase II Budget for Fiscal Year Ending 2017 in order to implement the Santa Ana River Conservation and Conjunctive Use Program’s water use efficiency components.

**B. ASSISTING RETAIL WATER AGENCIES COMPLY WITH EXECUTIVE ORDER B-37-16 (PA22#2016.24).....17**

- Staff Memo
- SAWPA’s Project Concepts Shared Advisory Workgroup Meeting (October 13, 2016)
- Emergency Drought Grant Agreement Work Plan (July 20, 2015)

**Recommendation:** Provide feedback regarding SAWPA and the Advisory Workgroup’s recommendations to assist retail water agencies comply with Governor Edmund G. Brown’s Executive Order “Making Conservation a California Way of Life” (B-37-16) using projected surplus funds from the Emergency Drought Grant Program.

**C. FEEDBACK ON EXTENDING THE DEPARTMENT OF WATER RESOURCES GRANT AGREEMENT (PA22#2016.25).....31**

- Staff Memo
- Letter from Cucamonga Valley Water District

**Recommendation:** Provide feedback on whether to request a grant agreement amendment to extend the agreement deadline with the Department of Water Resources based on the October 14, 2016 letter from Cucamonga Valley Water District (CVWD).

**D. CONSERVATION-BASED WATER RATES PROJECT POLICY AND UPDATE (PA22#2016.26).....33**

- Staff Memo
- Conservation-Based Water Rates Reporting Form

**Recommendation:** Provide feedback regarding staff’s interpretation of the policy statement for the Conservation-Based Water Rates Project.

**E. AWARD OF CONTRACT FOR CONSERVATION-BASED WATER RATES OUTREACH (PA22#2016.27).....37**

- Staff Memo
- RFQ for Frequently Asked Questions on Conservation-Based Water Rates
- RFQ Response – CV Strategies
- RFQ Response – Hammons Strategies

**Recommendation:** Approve executing the SAWPA General Service Agreement and a Task Order with CV Strategies for an amount not-to-exceed \$25,000 to conduct outreach support for conservation based water rate implementation.

**5. FUTURE AGENDA ITEMS**

**6. ADJOURNMENT**

**PLEASE NOTE:**

Americans with Disabilities Act: Meeting rooms are wheelchair accessible. If you require any special disability related accommodations to participate in this meeting, please contact (951) 354-4220 or kberry@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff’s ability to post documents prior to the meeting.

**Declaration of Posting**

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Thursday, October 20, 2016, a copy of this agenda has been uploaded to the SAWPA website at [www.sawpa.org](http://www.sawpa.org) and posted in SAWPA's office at 11615 Sterling Avenue, Riverside, California.

/s/

\_\_\_\_\_  
 Kelly Berry, CMC

<b><u>2016 – Project Agreement 22 Committee Regular Meetings</u></b> (NOTE: Unless otherwise noted, all Committee meetings begin at <b>8:00 a.m.</b> and are held at SAWPA.)	
January 28, 2016 [cancelled]	July 28, 2016
February 25, 2016	August 25, 2016 [special]
March 24, 2016 [cancelled]	September 22, 2016 [cancelled]
April 28, 2016	October 27, 2016
May 26, 2016	November 17, 2016*
June 23, 2016 [cancelled]	December 22, 2016

\* Meeting date adjusted due to conflicting holiday.

**2017 Project Agreement 22 Committee Regular Meetings**

Fourth Thursday of Every Month

(Note: All meetings begin at 8:00 a.m., unless otherwise noticed, and are held at SAWPA.)

<b>January</b> 1/26/17 Regular Committee Meeting	<b>February</b> 2/23/17 Regular Committee Meeting
<b>March</b> 3/23/17 Regular Committee Meeting	<b>April</b> 4/27/17 Regular Committee Meeting
<b>May</b> 5/25/17 Regular Committee Meeting	<b>June</b> 6/22/17 Regular Committee Meeting
<b>July</b> 7/27/17 Regular Committee Meeting	<b>August</b> 8/24/17 Regular Committee Meeting
<b>September</b> 9/28/17 Regular Committee Meeting	<b>October</b> 10/26/17 Regular Committee Meeting
<b>November</b> 11/16/17* Regular Committee Meeting	<b>December</b> 12/28/17 Regular Committee Meeting

\* Meeting date adjusted due to conflicting holiday.

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**PROJECT AGREEMENT 22 COMMITTEE**  
Interregional Landscape Water Demand Reduction Program  
**SPECIAL MEETING MINUTES**  
August 25, 2016

**COMMITTEE MEMBERS PRESENT**

Doug Headrick, General Manager, San Bernardino Valley Municipal Water District  
Paul D. Jones, General Manager, Eastern Municipal Water District  
Michael Markus General Manager, Orange County Water District  
Larry McKenney, Executive Counsel, Santa Ana Watershed Project Authority – Convener [Non-Voting]

**COMMITTEE MEMBERS ABSENT**

Joe Grindstaff, General Manager, Inland Empire Utilities Agency  
John Rossi, General Manager, Western Municipal Water District

**STAFF PRESENT**

Mark Norton, Ian Achimore, Dean Unger, Zyanya Blancas

**1. CALL TO ORDER (Larry McKenney, Convener)**

The meeting was called to order at 3:17 p.m. by Larry McKenney at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

**2. PUBLIC COMMENTS**

There were no public comments.

**3. ELECTION OF COMMITTEE CHAIR AND VICE CHAIR**

Larry McKenney called for nominations for Chair and Vice Chair of the PA 22 Committee. Mike Markus nominated Paul Jones for Chair; Paul Jones nominated Mike Markus for Vice Chair. There being no further nominations, Larry McKenney announced nominations were closed, called for motions to elect the nominees for Chair and Vice Chair, and recommended an effective date of the next PA 22 Committee meeting.

**MOVED**, elect Paul Jones as Chair of the PA 22 Committee effective at the next PA 22 Committee Meeting.

Result:	<b>Adopted (Unanimously; 3-0)</b>
Motion/Second:	Markus/Headrick
Ayes	Headrick, Jones, Markus
Nays:	None
Abstentions:	None
Absent:	Grindstaff, Rossi

**MOVED**, elect Mike Markus as Vice Chair of the PA 22 Committee effective at the next PA 22 Committee Meeting.

Result: **Adopted (Unanimously; 3-0)**  
Motion/Second: Jones/Markus  
Ayes: Headrick, Jones, Markus  
Nays: None  
Abstentions: None  
Absent: Grindstaff, Rossi

#### **4. CONSENT CALENDAR**

##### **A. APPROVAL OF MEETING MINUTES: July 28, 2016**

**Recommendation:** Approve as posted.

**MOVED**, approve July 28, 2016 meeting minutes as posted.

Result: **Adopted (Unanimously; 3-0)**  
Motion/Second: Headrick/Markus  
Ayes: Headrick, Jones, Markus  
Nays: None  
Abstentions: None  
Absent: Grindstaff, Rossi

#### **5. COMMITTEE DISCUSSION ITEMS**

##### **A. AERIAL MAPPING PROJECT VEGETATION CLASSIFICATION UPDATE (PA22#2016.20)**

Dean Unger provided a PowerPoint presentation update on the aerial mapping project vegetation classification. There are currently 28 water agencies signed on to receive aerial mapping data, 10 of which have received data. Unger stated that work may be completed mid-September. The addition of agencies should not impact the completion date.

This item was for informational purposes; no action was taken on Agenda Item No. 5.B.

##### **B. AERIAL MAPPING PROJECT VEGETATION CLASSIFICATION CHANGE ORDER NO. 1 TO TASK ORDER SRI504-301-02(PA22#2016.21)**

Dean Unger provided a PowerPoint presentation explaining staff's request for a change order to Task Order SRI504-301-02 with Statistical Research, Inc. (SRI). Change Order No. 1 will allow SRI to calculate vegetation square footage for Caltrans rights-of-way within the Santa Ana River Watershed. Unger stated that this would benefit retail water agencies because these Caltrans rights-of-way will be added to each retail agency's vegetation calculation data set if they have Caltrans rights-of-way in their retail boundaries.

The vegetation analysis is already available; the additional \$7,640 will create Caltrans District 12 and District 8 boundaries to the data.

**MOVED**, approve Change Order No. 1 to Task Order SRI504-301-02 with Statistical Research, Inc., in an amount not to exceed \$7,640 to provide Meter Service Area creation for Caltrans District 12 and District 8 in order to provide them water use budgets, bringing the new total for Task Order SRI504-301-02 TO \$169,844.

Result: **Adopted (Unanimously; 3-0)**  
Motion/Second: Jones/Headrick  
Ayes Headrick, Jones, Markus  
Nays: None  
Abstentions: None  
Absent: Grindstaff, Rossi

**C. FEEDBACK ON TRANSFERRING GRANT FUNDS BETWEEN DIFFERENT PROJECT TASKS**

During the last PA 22 Committee meeting, the following question was raised: Can we receive grant dollars at the end of the project timeline for items that were funded mid-project through local match?

Mark Norton stated that grants can be received, if the agency did not invoice them as “Grant Amount” or “Required Cost Share.” Discussion ensued on possible scenarios to better explain the process. Committee member Markus requested to have a discussion at the next Committee meeting on possible areas to which the estimated remaining \$800,000 from the Aerial Mapping Project may be applied. Committee member Jones requested an update on the Grant Administration funds.

This item was for informational purposes; no action was taken on Agenda Item No. 5.C.

**D. CONSERVATION-BASED WATER RATES PROJECT – OUTREACH SUPPORT (PA22#2016.22)**

Ian Achimore provided a PowerPoint presentation update on the Conservation-Based Water Rates Project – Outreach Support. Staff is working with Tom Ash, Senior Environmental Resource Planner at Inland Empire Utilities Agency, in drafting a possible outreach effort to the nine agencies under contract with SAWPA for the Emergency Drought Grant Program’s Conservation-Based Rates Project. This outreach effort would involve creating Frequently Asked Questions (FAQ) documents which would be sent to the nine agencies on a periodic basis, with each FAQ document having a different theme focused on helping the nine agencies communicate the intricacies of conservation-based rates to their customers. As some of the agencies do not have large-scale public relations programs, these FAQ documents can assist them with their outreach efforts.

This item was for informational purposes; no action was taken on Agenda Item No. 4.D.

**6. FUTURE AGENDA ITEMS**

- Discussion of possible areas to which any remaining funds may be applied.

**7. ADJOURNMENT**

There being no further business for review, Convener McKenney adjourned the meeting at 3:46 p.m.

**Approved at a Regular Meeting of the Project Agreement 22 Committee on Thursday,  
October 27, 2016.**

\_\_\_\_\_  
Paul D. Jones, Chair

Attest:

\_\_\_\_\_  
Kelly Berry, CMC  
Clerk of the Board

**PA 22 COMMITTEE MEMORANDUM NO. 2016.23**

**DATE:** October 27, 2016  
**TO:** SAWPA Project Agreement 22 Committee  
**SUBJECT:** Project Agreement 22 Committee – Phase II Budget for Fiscal Year Ending 2017  
**PREPARED BY:** Ian Achimore, Senior Watershed Manager

**RECOMMENDATION**

It is recommended that the Project Agreement 22 Committee adopt the Project Agreement 22 Committee – Phase II Budget for Fiscal Year Ending 2017 in order to implement the Santa Ana River Conservation and Conjunctive Use Program’s water use efficiency components.

**DISCUSSION**

The SAWPA member agencies, which are the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) project proponents, have executed Project Agreement (PA) 23 and several Memorandums of Understanding related to financing the overall SARCCUP Project. Per 2015 Amendment to the 2014 SARCCUP Memorandum of Understanding, the SAWPA member agencies have agreed to share equally in the estimated local costs for SARCCUP implementation.

In order for the PA 22 Committee to take action on expenditures related to water use efficiency components of SARCCUP, the Committee must adopt a budget. This budget represents the implementation of the water use efficiency components of SARCCUP, which include Smartscape and Conservation-Based Water Rates. The other components of SARCCUP are overseen by the PA 23 Committee per the PA 23 language executed by the SAWPA member agencies and SAWPA. This PA 22 budget is referred to as “Phase II” as it is the follow on stage to the PA 22 Committee’s work through implementation of the Proposition 84 Integrated Regional Water Management (IRWM) Emergency Drought Grant Program.

Before expenditures can be approved by the Committee, after the budget is approved by the PA 22 Committee, it must be adopted by each of respective boards of the five PA 22 member agencies. The expectation is that, starting with the FYE 2018 and 2019 SAWPA budget, the PA 22 budget will be developed and approved in conjunction with the SAWPA budget, per Section 10 of PA 23. However, to cover the period from now through this FYE 2017, this proposed PA 22 budget has been prepared.

Provided below is the FYE 2017 PA 22 - Phase II budget for SARCCUP Water Use Efficiency that was shared as an informational item during the PA 23 Committee’s September 22, 2016 meeting.

**FYE 2017 PA 22 Committee - Phase II Budget (SARCCUP)**

	<b>Fund/Task</b>	<b>Requested Grant Amount</b>	<b>Local Match: Non-State Fund Source</b>	<b>Total</b>
<b>Total</b>	<b>PA 22 Phase II FYE 2017 Budget</b>	<b>\$197,600</b>	<b>\$191,120</b>	<b>\$388,720</b>

The FYE 2017 PA 22 budget is based on the funding table used in the application to the California Department of Water Resources (DWR) for Proposition 84 Integrated Regional Water Management State grant funding that was prepared by the SAWPA member agencies and their past consultant, Dudek. Since

the application’s approval by DWR, SAWPA staff have worked with the member agencies to refine the funding table, attached as the “SARCCUP Funding by Task,” showing the funding associated by agency and by task, which for this PA 22 - Phase II budget includes the Conservation-Based Water Rates task and the Smartscape task. In addition to contract costs for implementing these two tasks, the PA 22 Phase II FYE 2017 budget also reflects the SAWPA labor costs that were shared with the PA 23 Committee during the Committee’s July 28, 2016 meeting. The labor costs represent the projected amount of labor hours associated with administering the Conservation-Based Water Rates Project and the Smartscape Project. Further, as presented at the PA 23 Committee, it is anticipated that funds from the Proposition 84 2015 IRWM grant, shown in the “SARCCUP Funding by Task” Table - Task 1 Project Management, will be used to fund the labor hours associated with administering the PA 22 Committee when the Emergency Drought Grant Program has ended. That level of funding and the source of funding will be included in the FYE 2019-2021 PA 22 Committee budgets and is based on the projections shared with the PA 23 Committee during the Committee’s July 28, 2016 meeting.

Per Section 10 of PA 23, the PA 22 budget uses the format of the SAWPA budget. In order to reflect the SAWPA budget process, SARCCUP tasks were separated by fiscal year over the projected five years of funding and implementation. The SARCCUP Funding by Task Table shows funding associated over the life of the SARCCUP project in two main categories: 1) grant amount, and 2) local match, which total to \$55,000,000 and \$46,272,899 respectively.

**BACKGROUND**

The budget is for FYE 2017 which is the current and last fiscal year of the present two year SAWPA budget. Before FYE 2018 begins on July 1, 2017, a two year PA 22 Committee – Phase II budget for FYE 2018 and FYE 2019 will be proposed in conjunction with the next SAWPA budget.

The total FYE 2017 Budget for both the PA 22 Committee and PA 23 Committee is provided below:

**FYE 2017 Budget Total for PA 22 and PA 23 Committees (SARCCUP)**

	<b>Fund/Task</b>	<b>Requested Grant Amount</b>	<b>Local Match: Non-State Fund Source</b>	<b>Total</b>
	PA 23 FYE 2017 Budget	\$3,326,433	\$2,781,327	6,107,760
	PA 22 Phase II FYE 2017 Budget	\$197,600	\$191,120	\$388,720
<b>Total</b>	<b>FYE 2017 Budgets</b>	<b>\$3,524,033</b>	<b>\$2,972,447</b>	<b>\$6,496,480</b>

**CRITICAL SUCCESS FACTORS**

The following OWOW critical success factors are addressed by this action:

1. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
2. Data and information needed for decision-making is available to all.

**RESOURCE IMPACTS**

Funding shown in the PA 22 Committee – Phase II FYE 2017 budget is provided by \$197,600 in Proposition 84 IRWM State grant funds and \$191,120 in local funding from the five SAWPA member agencies.

Attachments:

1. Fiscal Year Ending 2017 PA 22 - Phase II Committee Budget for SARCCUP
2. SARCCUP Funding by Task Table
3. SARCCUP Funding Projections by Year Table

PA22 2016.23 Budget\_FYE 2017



# Fiscal Year Ending 2017 Budget

## SAWPA Project Agreement 22 Committee Santa Ana River Conservation and Conjunctive Use Program

### Committee Members:

Joseph Grindstaff, General Manager, Inland Empire Utilities Agency  
Douglas Headrick, General Manager, San Bernardino Valley Municipal Water District  
Paul D. Jones, General Manager, Eastern Municipal Water District [Chair]  
Michael Markus, General Manager, Orange County Water District [Vice-Chair]  
John V. Rossi, General Manager, Western Municipal Water District

October 27, 2016

SAWPA is pleased to present the Santa Ana Watershed Project Authority (SAWPA) Project Agreement (PA) 22 Committee – Phase II Fiscal Year Ending (FYE) 2017 Budget. This budget provides a framework for Committee activities to address the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) water use efficiency components over FYE 2017, which began on July 1, 2016 and ends on June 30, 2017.

The SAWPA Commission approved PA 22 in October 7, 2014 for purpose of developing and implementing demand reduction and water use efficiency measures. The SAWPA Commission approved PA 23 on June 21, 2016 for the purpose of implementing a program that integrates water use efficiency, conjunctive use, habitat enhancement and recreation projects.

SAWPA looks forward to working with the PA 22 Committee in effectively using the local match and Proposition 84 Integrated Regional Water Management grant funding made available by the State of California to expedite and implement this important work in a timely fashion.



# Project Implementation (SARCCUP WUE Components)

504-401WUE

## Water Use Efficiency Component Implementation

G/L Acct.	Description	FYE 2016 Actuals	FYE 2017 Budget
<b>Revenues</b>			
40102	State Grant Proceeds - Prop 84	\$ -	\$ 197,600.00
40005	Local Match from SAWPA Member Agencies	\$ -	\$ 191,120.00
	<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 388,720.00</b>
<b>Expenses</b>			
51000	Salaries - Regular	\$ -	\$ 21,184.44
52000	Benefits	\$ -	\$ 9,194.29
53000	Indirect Costs	\$ -	\$ 33,451.12
60121	Consulting	\$ -	\$ 324,890.15
6310	Construction	\$ -	\$ -
60190	Offsite Meeting/Travel Expense	\$ -	\$ -
60500	Program Expenses	\$ -	\$ -
	<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 388,720.00</b>
	Excess Rev over (under) Exp	\$ -	\$ -

**Project Implementation (SARCCUP WUE\* Components)**  
**Water Use Efficiency Component Implementation**

<b>Budget Assumptions</b>		
<b>Acct # - Description</b>		<b>FYE 2017</b>

<b><u>40102 - State Grant Proceeds - Prop 84</u></b>		
Based on Prop 84 Department of Water Resources Grant Agreement to implement SARCCUP		\$ 197,600.00
	TOTAL	\$ 197,600.00
<b><u>40005 - Local Funding Proceeds</u></b>		
Based on Sub-Agreements with SAWPA Member agencies to implement SARCCUP		\$ 191,120.00
	TOTAL	\$ 191,120.00
<b><u>60120 - Consulting</u></b>		
Consulting with Orange County Coastkeeper to Implement SARCCUP WUE Smartscape and Sub-Agreements with Retail Water Agencies to Implement SARCCUP WUE Conservation Based Rates		\$ 324,890.15
	TOTAL	\$ 324,890.15
<b><u>6310 - Construction</u></b>		
No funding projected.		\$ -
	TOTAL	\$ -
<b><u>60190 - Offsite Meeting / Travel Expense</u></b>		
No funding projected.		\$ -
	TOTAL	\$ -
<b><u>60500 - Program Expenses</u></b>		
No funding projected.		\$ -
	TOTAL	\$ -

\*Santa Ana River Conservation and Conjunctive Use Program - Water Use Efficiency

**Santa Ana Conservation and Conjunctive Use Program (SARCCUP): FUNDING BY TASK**

Lead Agency (Budget Category in Parenthesis)	Budget Category/Task Description	(a)	(b)	(c)	(d)
		Requested Grant Amount	Total Local Match: Non-State Fund Source <sup>1</sup>	Total Cost	SAWPA Member Agencies Equal Split Providing Local Match
<b>(a) Project Administration (Program Mgr Consultant)</b>		\$ 1,000,000.00	\$ 1,000,000.00	\$ 2,000,000.00	\$ 200,000.00
SAWPA/Consultant	<b>1 - Project Management</b>	\$ 950,000.00	\$ 1,000,000.00	\$ 1,950,000.00	\$ 200,000.00
SAWPA/Consultant	<b>2 - Labor Compliance Program<sup>2</sup></b>	\$ -	\$ -	\$ -	N/A
SAWPA/Consultant	<b>3 - Reporting</b>	\$ 50,000.00	\$ -	\$ 50,000.00	N/A
<b>(b) Land Purchase/Easement</b>		\$ 839,000.00	\$ 200,000.00	\$ 1,039,000.00	
EMWD, SBVMWD, WMWD	<b>4 - Land Purchase</b>	\$ 839,000.00	\$ 200,000.00	\$ 1,039,000.00	
<b>(c) Planning/Design/Engineering/ Environmental Doc</b>		\$ 5,274,405.00	\$ 5,367,685.00	\$ 10,642,090.00	\$ 229,170.20
SAWPA Member Agencies	<b>5 - SARCCUP Master Plan (a.k.a. "Feasibility Study")</b>	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ 200,000.00
SAWPA Member Agencies	<b>6 - CEQA</b>	\$ 476,517.00	\$ 357,245.00	\$ 833,762.00	N/A
SAWPA Member Agencies	6.1 Programmatic CEQA	\$ 194,547.00	\$ 145,851.00	\$ 340,398.00	\$ 29,170.20
SBVMWD	6.2 SBVMWD CEQA	\$ 140,985.00	\$ 105,697.00	\$ 246,682.00	N/A
EMWD	6.3 EMWD CEQA	\$ 140,985.00	\$ 105,697.00	\$ 246,682.00	N/A
OCWD, SBVMWD	<b>7 - Permitting</b>	\$ 7,928.00	\$ 122,519.00	\$ 130,447.00	N/A
OCWD	7.1 OCWD Permitting	\$ 845.00	\$ 13,053.00	\$ 13,898.00	N/A
SBVMWD	7.2 SBVMWD Permitting	\$ 7,083.00	\$ 109,466.00	\$ 116,549.00	N/A
Upper Watershed	<b>8.1 - 8.3 Conjunctive Use Design</b>	\$ 4,288,651.00	\$ 3,215,211.00	\$ 7,503,862.00	N/A
IEUA	8.1 Design: Chino Basin Conjunctive Use Program				
IEUA	8.1.1 Baseline Feeder Extension	\$ 1,129,268.00	\$ 846,615.00	\$ 1,975,883.00	N/A
IEUA	8.1.2 Municipal Interties on Baseline Feeder Extension	\$ 64,676.00	\$ 48,488.00	\$ 113,164.00	N/A
IEUA	8.1.3 Turnout on Baseline Feeder to San Sevain Creek	\$ 128,326.00	\$ 96,206.00	\$ 224,532.00	N/A
IEUA	8.1.4 Diversion on San Sevaine Creek to Recharge Basin	\$ 71,863.00	\$ 53,875.00	\$ 125,738.00	N/A
IEUA	8.1.5 Turnout on Devil Canyon-Azusa Pipeline	\$ 128,326.00	\$ 96,206.00	\$ 224,532.00	N/A
IEUA	8.1.6 Production Wells in Chino/IEUA South Zone	\$ 51,330.00	\$ 38,483.00	\$ 89,813.00	N/A
EMWD	8.2 Design: San Jacinto Conjunctive Use Program				
EMWD	8.2.1 Phase 1: Basin Development, Amenities	\$ 443,904.00	\$ 332,796.00	\$ 776,700.00	N/A
EMWD	8.2.2 Phase 1: Extraction Wells and Associated Pipelines	\$ 702,119.00	\$ 526,381.00	\$ 1,228,500.00	N/A
SBVMWD	8.3 Design: San Bernardino Basin Conjunctive Use Program				
SBVMWD	8.3.1 Production Wells and Transmission Pipelines	\$ 951,591.00	\$ 713,409.00	\$ 1,665,000.00	N/A
SBVMWD	8.3.2 Expand Redlands Pump Stations	\$ 308,624.00	\$ 231,376.00	\$ 540,000.00	N/A
WMWD	8.4 Design: Elsinore Conjunctive Use Program	\$ 308,624.00	\$ 231,376.00	\$ 540,000.00	N/A
OCWD/SBVMWD	<b>8.5 Habitat Design</b>	\$ 501,309.00	\$ 672,710.00	\$ 1,174,019.00	N/A
OCWD	8.5.1 Design: Arundo Removal	\$ 135,000.00	\$ 225,000.00	\$ 360,000.00	N/A
SBVMWD	8.5.2.1 Design: Sucker Habitat - Anza Drain	\$ 108,407.00	\$ 132,497.00	\$ 240,904.00	N/A
SBVMWD	8.5.2.2 Design: Sucker Habitat - Old Farm Road	\$ 128,805.00	\$ 157,429.00	\$ 286,234.00	N/A
SBVMWD	8.5.2.3 Design: Sucker Habitat - Lower Hole Creek	\$ 44,853.00	\$ 54,820.00	\$ 99,673.00	N/A
SBVMWD	8.5.3.4 Design: Sucker Habitat - Hidden Valley Wetlands	\$ 84,244.00	\$ 102,964.00	\$ 187,208.00	N/A
All	<b>9 Project Management Plan<sup>2</sup></b>				
<b>(d)</b>	<b>Construction/Implementation</b>	\$ 47,886,595.00	\$ 39,705,214.00	\$ 87,591,809.00	\$ 165,200.00
SAWPA Member Agencies	<b>10 Construction Contracting<sup>2</sup></b>				
SAWPA Member Agencies	<b>11 Construction Administration<sup>2</sup></b>				
Upper Watershed	<b>12 - Conjunctive Use Construction</b>	\$ 42,047,511.00	\$ 32,152,108.00	\$ 74,199,619.00	N/A
IEUA	12.1 Chino Basin Conjunctive Use Program				
IEUA	12.1.1 Baseline Feeder Extension	\$ 11,292,680.00	\$ 8,466,147.00	\$ 19,758,827.00	N/A
IEUA	12.1.2 Municipal Interties on Baseline Feeder Extension	\$ 646,763.00	\$ 484,879.00	\$ 1,131,642.00	N/A
IEUA	12.1.3 Turnout on Baseline Feeder to San Sevaine Creek	\$ 1,283,259.00	\$ 962,062.00	\$ 2,245,321.00	N/A
IEUA	12.1.4 Diversion on San Sevaine Creek to Recharge Basin	\$ 718,625.00	\$ 538,755.00	\$ 1,257,380.00	N/A
IEUA	12.1.5 Turnout on Devil Canyon-Azusa Pipeline	\$ 1,283,259.00	\$ 962,062.00	\$ 2,245,321.00	N/A
IEUA	12.1.6 Production Wells in Chino/IEUA South Zone	\$ 513,304.00	\$ 384,824.00	\$ 898,128.00	N/A
EMWD	12.2 San Jacinto Conjunctive Use Program				
EMWD	12.2.1 Phase 1: Recharge Basin Development, Amenities	\$ 4,439,041.00	\$ 3,327,959.00	\$ 7,767,000.00	N/A
EMWD	12.2.2 Phase 1: Extraction Wells and Associated Pipelines	\$ 6,611,195.00	\$ 5,263,805.00	\$ 11,875,000.00	N/A
SBVMWD	12.3 - San Bernardino Basin Conjunctive Use Program				
SBVMWD	12.3.1 Production Wells and Transmission Pipelines	\$ 9,086,905.00	\$ 7,134,095.00	\$ 16,221,000.00	N/A
SBVMWD	12.3.2 Expand Redlands Pump Station	\$ 3,086,240.00	\$ 2,313,760.00	\$ 5,400,000.00	N/A
WMWD	12.4 - Elsinore Conjunctive Use Program	\$ 3,086,240.00	\$ 2,313,760.00	\$ 5,400,000.00	N/A
OCWD/SBVMWD	<b>12.5 - Habitat Implementation</b>	\$ 5,013,084.00	\$ 6,727,106.00	\$ 11,740,190.00	N/A
OCWD	12.5.1 - Arundo Donax Removal	\$ 1,350,000.00	\$ 2,250,000.00	\$ 3,600,000.00	N/A
SBVMWD	12.5.2.1 Anza Drain	\$ 1,084,070.00	\$ 1,324,975.00	\$ 2,409,045.00	N/A
SBVMWD	12.5.2.2 Old Farm Road	\$ 1,288,050.00	\$ 1,574,287.00	\$ 2,862,337.00	N/A
SBVMWD	12.5.2.3 Lower Hole Creek	\$ 448,529.00	\$ 548,201.00	\$ 996,730.00	N/A
SBVMWD	12.5.2.4 Hidden Valley Wetlands	\$ 842,435.00	\$ 1,029,643.00	\$ 1,872,078.00	N/A
SAWPA	<b>12.6 - Water Use Efficiency Implementation</b>	\$ 826,000.00	\$ 826,000.00	\$ 1,652,000.00	\$ 165,200.00
SAWPA	12.6.1 Conservation-Based Water Rates	\$ 583,000.00	\$ 631,600.00	\$ 1,214,600.00	<sup>b</sup>
SAWPA	12.6.2 Smartscape	\$ 243,000.00	\$ 194,400.00	\$ 437,400.00	<sup>b</sup>
All	<b>Grand Total</b>	\$ 55,000,000.00	\$ 46,272,899.00	\$ 101,272,899.00	\$ 594,370.20

1 Funding match will be provided by the five Santa Ana Watershed Project Authority (SAWPA) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD) and Western Municipal Water District (WMWD).  
 2 All Tasks 1-12 reflect the State's Work Plan. Tasks marked with "2" footnote do not have a specific funding line item. Those tasks will be completed using funds accounted in the other task line items.  
 a Task 4 Land Purchase will be split amongst three agencies with EMWD receiving \$410,000 in grant funding, SBVMWD receiving \$429,000 in grant funding, and WMWD providing \$200,000 in local match.  
 b OCWD's local cost share funding originally intended for Smartscape Task 12.6.2 was added to Conservation-Based Water Rates Task 12.6.1.

**SARCCUP: FUNDING BY AGENCY**

Lead Agency	Color	(a)	(b)	(c)	(e)	(f)
		Requested Grant Amount	Total Local Match: Non-State Fund Source*	Total Cost	Total Local Match Equally Shared By Agency	Receive or <b>Pass</b> a Portion of Local Match**
EMWD		\$ 12,786,153.40	\$ 10,151,008.20	\$ 22,937,161.60	\$ 9,254,579.80	\$ 896,428.40
IEUA		\$ 17,350,588.40	\$ 13,572,972.20	\$ 30,923,560.60	\$ 9,254,579.80	\$ 4,318,392.40
OCWD		\$ 1,524,754.40	\$ 3,082,423.20	\$ 4,607,177.60	\$ 9,254,579.80	\$ (6,172,156.60)
SBVMWD		\$ 18,078,730.40	\$ 16,126,989.20	\$ 34,205,719.60	\$ 9,254,579.80	\$ 6,872,409.40
WMWD		\$ 3,433,773.40	\$ 3,339,506.20	\$ 6,773,279.60	\$ 9,254,579.80	\$ (5,915,073.60)
SAWPA/Consultant		\$ 1,826,000.00	\$ -	\$ 1,826,000.00	\$ -	\$ -
<b>Grand Total</b>		\$ 55,000,000.00	\$ 46,272,899.00	\$ 101,272,899.00	\$ 46,272,899.00	\$ (0.00)

\*Represents the funding to be provided by agency to implement their tasks as well as the shared obligation to implement Task 1 Project Management, Task 5 SARCCUP Master Plan, Task 6.1 Programmatic CEQA, and Task 12.6 Water Use Efficiency Implementation.  
 \*\*No agency will give local match beyond the equal share of the Total Local Match shown in column (b), but as some tasks have more expenses associated with them than others, those agencies implementing tasks with smaller budgets will pass through a portion of the local match to the agencies implementing the larger budgeted tasks.

**SARCCUP Funding Needs Projections by Year - Local Share Only**

(Costs shown in \$1,000's)

Project Component	Local Share Total	2015 (Quarter)				2016 (Quarter)				2017 (Quarter)				2018 (Quarter)				2019 (Quarter)				2020 (Quarter)				2021 (Quarter)			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		PROGRAM MANAGEMENT/PA 23 COMMITTEE/PA 22 COMMITTEE-PHASE 2	\$1,000.00	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$6.5	\$6.5	\$6.5	\$6.5	\$65.1	\$65.1	\$65.1	\$65.1	\$60.2	\$60.2	\$60.2	\$60.2	\$64.3	\$64.3	\$64.3	\$64.3	\$53.9	\$53.9	\$53.9	\$53.9
WATER USE EFFICIENCY	\$826.00	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$47.8	\$47.8	\$47.8	\$47.8	\$47.8	\$47.8	\$47.8	\$47.8	\$47.8	\$47.8	\$47.8	\$47.8	\$31.6	\$31.6	\$31.6	\$31.6	\$31.6	\$31.6	\$31.6	\$31.6	\$0.0	\$0.0
HABITAT RESTORATION - SUCKER FISH	\$5,139.98	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$89.5	\$89.5	\$89.5	\$89.5	\$161.3	\$71.7	\$71.7	\$746.2	\$746.2	\$746.2	\$746.2	\$746.2	\$746.2	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
ARUNDO REMOVAL	\$2,717.22	\$0.0	\$0.0	\$0	\$0	\$17	\$69	\$69.1	\$62.5	\$62.5	\$85.0	\$37.4	\$313.8	\$313.8	\$281.3	\$281.3	\$281.3	\$281.3	\$281.3	\$281.3	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CONJUNCTIVE USE WATER BANK FACILITIES - CHINO BASIN	\$13,207.77	\$0.0	\$0.0	\$0.0	\$0.0	\$16.7	\$21.5	\$21.5	\$14.9	\$14.9	\$37.4	\$430.7	\$425.8	\$425.8	\$500.3	\$2,482.9	\$2,482.9	\$1,982.6	\$1,982.6	\$1,982.6	\$96.2	\$96.2	\$96.2	\$96.2	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CONJUNCTIVE USE WATER BANK FACILITIES - ELSINORE BASIN	\$2,974.31	\$0.0	\$0.0	\$0.0	\$0.0	\$16.7	\$61.5	\$61.5	\$54.9	\$62.6	\$85.1	\$68.2	\$63.4	\$32.5	\$0.0	\$257.1	\$257.1	\$257.1	\$15.4	\$15.4	\$61.7	\$61.7	\$0.0	\$0.0	\$514.2	\$514.2	\$514.2	\$0.0	\$0.0
CONJUNCTIVE USE WATER BANK FACILITIES - SAN BERNARDINO BASIN	\$10,621.81	\$0.0	\$0.0	\$0.0	\$0.0	\$16.7	\$21.5	\$21.5	\$193.2	\$193.2	\$331.4	\$331.4	\$2,394.5	\$2,394.5	\$2,362.0	\$2,362.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CONJUNCTIVE USE WATER BANK FACILITIES - SAN JACINTO BASIN	\$9,785.81	\$0.0	\$0.0	\$13.2	\$13.2	\$43.2	\$48.0	\$65.6	\$58.9	\$216.8	\$613.1	\$705.1	\$700.3	\$471.2	\$1,104.2	\$1,104.2	\$1,104.2	\$1,104.2	\$1,104.2	\$438.7	\$438.7	\$438.7	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Totals</b>	<b>\$46,272.899</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$13.2</b>	<b>\$13.2</b>	<b>\$109.8</b>	<b>\$311.3</b>	<b>\$383.1</b>	<b>\$528.1</b>	<b>\$693.8</b>	<b>\$1,367.4</b>	<b>\$1,757.4</b>	<b>\$4,082.3</b>	<b>\$4,496.8</b>	<b>\$5,106.8</b>	<b>\$7,341.6</b>	<b>\$4,979.7</b>	<b>\$4,479.4</b>	<b>\$4,237.7</b>	<b>\$2,813.8</b>	<b>\$692.4</b>	<b>\$692.4</b>	<b>\$192.1</b>	<b>\$181.7</b>	<b>\$599.6</b>	<b>\$599.6</b>	<b>\$599.6</b>	<b>\$0.0</b>	<b>\$0.0</b>

FYE 2015 - 2022	FYE 2015	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022
Project Total: \$46,272.899	Total: \$0.0	Total: \$447,543	Total: \$2,972.447	Total: \$15,443.27	Total: \$21,038.41	Total: \$4,390.70	Total: \$1,980.54	Total: \$0.0

**SARCCUP Funding Needs Projections by Year - Local Share + Grant (Total)**

(Costs shown in \$1,000's)

Project Component	Contingency	Total Program	2015 (Quarter)				2016 (Quarter)				2017 (Quarter)				2018 (Quarter)				2019 (Quarter)				2020 (Quarter)				2021 (Quarter)			
			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
			PROGRAM MANAGEMENT/PA 23 COMMITTEE/PA 22 COMMITTEE-PHASE 2	\$18.71	\$1,981.29	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$19.6	\$107.1	\$107.1	\$107.1	\$107.1	\$93.5	\$93.5	\$93.5	\$93.5	\$94.7	\$94.7	\$100.9	\$100.9	\$100.9	\$100.9	\$94.3	\$94.3	\$94.3	\$94.3	\$0.0
WATER USE EFFICIENCY		\$1,652.00	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$97.2	\$97.2	\$97.2	\$97.2	\$97.2	\$97.2	\$97.2	\$97.2	\$97.2	\$97.2	\$60.7	\$60.7	\$60.7	\$60.7	\$60.7	\$60.7	\$60.7	\$60.7	\$0.0	\$0.0		
HABITAT RESTORATION - SUCKER FISH		\$9,317.44	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$162.8	\$162.8	\$162.8	\$162.8	\$283.9	\$121.1	\$121.1	\$1,356.7	\$1,356.7	\$1,356.7	\$1,356.7	\$1,356.7	\$1,356.7	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
ARUNDO REMOVAL		\$4,241.98	\$0.0	\$0.0	\$0.0	\$0.0	\$16.7	\$102.8	\$102.8	\$96.1	\$96.1	\$118.6	\$43.9	\$482.5	\$482.5	\$450.0	\$450.0	\$450.0	\$450.0	\$450.0	\$450.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CONJUNCTIVE USE WATER BANK FACILITIES - CHINO BASIN		\$30,558.36	\$0.0	\$0.0	\$0.0	\$0.0	\$16.7	\$28.0	\$28.0	\$21.3	\$21.3	\$43.9	\$961.7	\$950.4	\$950.4	\$1,167.6	\$5,794.7	\$5,794.7	\$4,627.2	\$4,627.2	\$4,627.2	\$224.5	\$224.5	\$224.5	\$224.5	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CONJUNCTIVE USE WATER BANK FACILITIES - ELSINORE BASIN		\$6,408.08	\$0.0	\$0.0	\$0.0	\$0.0	\$16.7	\$68.0	\$68.0	\$61.3	\$79.3	\$101.9	\$115.9	\$104.5	\$32.5	\$0.0	\$600.0	\$600.0	\$600.0	\$36.0	\$36.0	\$144.0	\$144.0	\$0.0	\$0.0	\$1,200.0	\$1,200.0	\$1,200.0	\$0.0	\$0.0
CONJUNCTIVE USE WATER BANK FACILITIES - SAN BERNARDINO BASIN		\$24,523.08	\$0.0	\$0.0	\$0.0	\$0.0	\$16.7	\$28.0	\$28.0	\$437.6	\$437.6	\$944.6	\$944.6	\$5,437.8	\$5,437.8	\$5,405.3	\$5,405.3	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CONJUNCTIVE USE WATER BANK FACILITIES - SAN JACINTO BASIN		\$22,571.96	\$0.0	\$0.0	\$99.2	\$99.2	\$146.9	\$158.2	\$199.2	\$192.5	\$492.7	\$1,336.2	\$1,551.1	\$1,539.7	\$1,005.0	\$2,551.5	\$2,551.5	\$2,551.5	\$2,551.5	\$2,551.5	\$998.1	\$998.1	\$998.1	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Totals</b>	<b>\$18.71</b>	<b>\$101,254.189</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$99.2</b>	<b>\$99.2</b>	<b>\$213.5</b>	<b>\$567.4</b>	<b>\$793.0</b>	<b>\$1,176.0</b>	<b>\$1,494.2</b>	<b>\$3,033.3</b>	<b>\$3,928.9</b>	<b>\$8,826.7</b>	<b>\$9,455.6</b>	<b>\$11,121.7</b>	<b>\$16,350.1</b>	<b>\$10,944.9</b>	<b>\$9,777.3</b>	<b>\$9,213.3</b>	<b>\$6,272.9</b>	<b>\$1,528.2</b>	<b>\$1,528.2</b>	<b>\$386.1</b>	<b>\$379.5</b>	<b>\$1,355.0</b>	<b>\$1,355.0</b>	<b>\$1,355.0</b>	<b>\$0.0</b>	<b>\$0.0</b>

FYE 2015 - 2022	FYE 2015	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022
Project Total: \$101,254.189	Total: \$0.0	Total: \$979.31	Total: \$6,496.480	Total: \$33,332.85	Total: \$46,285.58	Total: \$9,715.47	Total: \$4,444.50	Total: \$0.0

**Legend:**

EMWD	
IEUA	
OCWD	
SBVMWD	
WMWD	
SAWPA/Consultant	
Estimated End of Project	
Current Quarter:	

## COMMITTEE MEMORANDUM NO. 2016.24

**DATE:** October 27, 2016

**TO:** SAWPA Project Agreement 22 Committee

**SUBJECT:** Assisting Retail Water Agencies Comply with Executive Order B-37-16

**PREPARED BY:** Ian Achimore, Senior Watershed Manager

### RECOMMENDATION

It is recommended that the Project Agreement (PA) 22 Committee provide feedback regarding SAWPA and the Advisory Workgroup's recommendations to assist retail water agencies comply with Governor Edmund G. Brown's Executive Order "Making Conservation a California Way of Life" (B-37-16) using projected surplus funds from the Emergency Drought Grant Program.

### DISCUSSION

It is projected that the Emergency Drought Grant Program will have approximately \$1,500,000 and approximately \$30,000 available in State Integrated Regional Water Management (IRWM) grant funding for the Santa Ana River Watershed and the Upper Santa Margarita Watershed respectively. These projected surpluses are largely due to cost savings from the Aerial Mapping Project and the Conservation-Based Water Rates Project.

SAWPA staff shared several recommendations with the Advisory Workgroup at their October 13, 2016 meeting. During the meeting, SAWPA and the Advisory Workgroup discussed those recommendations and developed the following list of program concepts that could be implemented using the projected grant funding surpluses (note: listed in no particular order):

- A. Assist retail water agencies geolocate their dedicated irrigation (DI) and commercial, industrial, and institutional (CII) water meters;
- B. Assist retail water agencies code their mixed use CII water meters using the North American Industry Classification System (NAICS);
- C. Assist retail water agencies create meter service areas (i.e. irrigated area) for the DI and CII water meters;
- D. Locate and install evapotranspiration rate monitoring stations (CIMIS stations) in the watersheds; and
- E. Modify the OmniEarth, Inc. individual agency dashboards for water retailers currently contracted with the firm under the Emergency Drought Grant Program and create new dashboards for the other interested retail agencies in the watersheds not currently contracting with OmniEarth. The dashboards will be established as a reporting mechanism to address the new and anticipated State water efficiency standards.
- F. Create an invite-only watershed-wide Application Program Interface (API) that allows all retail water agency staff to login and more readily view previously produced aerial imagery and download outdoor water budget data at the parcel level.

The Advisory Workgroup was supportive of these concepts because they will assist retail water agencies with the State's recently proposed approach for implementing Governor Brown's Executive Order B-37-16. The State's proposed approach includes establishing the following performance measures:

- Require all DI water meters to have a water budget using outdoor standards;

- Require NAICS classification for CII customers by 2021;
- Require all mixed-use CII water meter accounts to
  - Separately meter their outdoor and indoor water use (if their outdoor landscapes are greater than a to be determined size threshold) by 2021.
  - Quantify irrigated area served by mixed use CII meters (in order to deduct this landscaped area from the gross area measurement to be provided by the State)

Concepts A-D would help create outdoor water budgets at the meter level, while concept E and F will allow SAWPA to share the data with all interested retail water agency staff. The added benefit of Concept F is that it would utilize the SAWPA 2015 aerial mapping data and imagery acquired through the Emergency Drought Grant Program. As DI and CII water meters require more time to develop budgets because meter service areas must be either mapped or surveyed in the field, the Advisory Workgroup supported focusing on those two sub-sets.

In estimating the workload of completing these project concepts, in the Municipal Water District of Orange County's service area there are approximately 70,000 CII meters and approximately 24,000 DI meters, although some of these meters have already been geolocated and not all are in the Santa Ana River Watershed.

The added benefit of implementing these project concepts is that there is a likely water savings associated with these efforts. . Through a 2004 study titled "Evaluation of the Landscape Performance Certification Program" conducted by A & N Technical Services, Inc., the Municipal Water District of Orange County's program was estimated to save approximately 765 gallons per day per dedicated irrigation meter because it created customer outdoor water budgets and targeted outreach to those customers based on their water use. Although the six concepts listed do not have a direct-to-customer outreach component like the Landscape Performance Certification Program, the six concepts proposed would assist retail agencies with creating water budgets for DI and CII landscaping water customers for their irrigated areas. Through the State's implementation of the Executive Order in the coming years, retail water agencies will likely conduct customer outreach based on these individual budgets, therefore similar water savings shown in the program's study would be seen.

It was discussed that SAWPA staff should consider coordinating with the California Data Collaborative, a Southern California-based 501(c)(3) organization that represents a coalition of water utilities focusing on building innovative water data support tools.

In order to complete most, if not all of the additional concepts, additional time (approximately one year) beyond the contracted time period with DWR will be needed. Further, with additional contracting and administration, SAWPA staff administrative costs will also increase. The approximately \$1,530,000 assigned to the extra work would need to include additional SAWPA staff contracting and administrative costs. Upon receiving feedback from the PA 22 Committee, SAWPA staff will calculate the amount of funding needed to complete the program concepts and compare those funding needs to the estimated amount of available grant funding.

## **BACKGROUND**

SAWPA and the Department of Water Resources (DWR) executed the IRWM Grant Agreement for the Emergency Drought Grant Program on July 20, 2015. Under the Grant Agreement, \$12,860,110 is provided in Proposition 84 grant funding and \$10,645,000 is accounted as matching funds, for a total project cost of \$23,505,110. There are two Projects with the Program, Project Number 1: Conservation

Based Reporting Tools and Rate Structure Implementation, and Project 2: High Visibility Turf Removal and Retrofit.

Through implementation of the two projects, SAWPA has tracked spending through the monthly reporting process to DWR and run projections based on invoicing trends. Through these projections, there is an estimated amount of funding surplus that could be used for implementing project concepts related to the July 2015 Grant Agreement. With the PA 22 Committee's recommendation, SAWPA staff would begin the negotiation process with DWR to amend the Grant Agreement if needed. It is not known at this time if DWR will allow an amendment to the July 2015 Grant Agreement, but DWR has allowed other SAWPA IRWM grant agreement amendments in the past.

### **CRITICAL SUCCESS FACTORS**

The following OWOW critical success factors are addressed by this action:

1. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
2. Data and information needed for decision-making is available to all.

### **RESOURCE IMPACTS**

Funding for the budget amendment preparation task will come from the Proposition 84 IRWM Drought Grant shown in the PA 22 Committee Implementation line item in the budget. Funding to implement these project concepts will come from the Proposition 84 IRWM Drought Grant shown in the Implementation Administration, Contract Administration and Contracts line item in the budget.

Attachments:

1. SAWPA's Project Concepts Shared Advisory Workgroup Meeting (October 13, 2016)
2. Emergency Drought Grant Agreement Work Plan (July 20, 2015)

## SAWPA Staff Suggestions on Projected Surplus

### Emergency Drought Grant Program

Projected surplus funds include approximately \$1,000,000, for Santa Ana River (SAR) Watershed and approximately \$30,000 for Upper Santa Margarita (USM) Watershed.

#### DWR IRWM Drought Round Requirements:

In considering project ideas in the SAR and USM watersheds, we should consider IRWM funding requirements which were described in the initial DWR IRWM grant application guidelines. The DWR grant guidelines specify that the IRWM drought funding is to support projects and programs that:

- Provide immediate regional drought preparedness
- Increase local water supply reliability and the delivery of safe drinking water
- Assist water suppliers and regions to implement conservation programs and measures that are not locally cost-effective
- Reduce water quality conflicts or ecosystem conflicts created by the drought
- Address clean, affordable, and accessible water for human consumption, cooking, and sanitary purposes.

We also need to consider what's within the scope of the Grant Agreement with DWR. If a suggestion is outside the scope and schedule, the Grant Agreement will need to be amended.

#### SAWPA staff concepts:

- Requires a Grant Agreement Amendment and extend the Agreement's schedule for another year (till June 2019): **Fully subsidize a direct turf removal and drought tolerant planting replacement program focused on disadvantaged large landscape communities (DAC)**. List of potential DAC large landscape would be obtained from local retail water agencies. This would allow focused support to DACs in watershed not otherwise covered by the Water-Energy Community Action Network (WECAN) program that is currently being implemented by SAWPA through AB 32 funds (not IRWM) and is a partnership with Anaheim, Fontana Water Company, West Valley Water District and Jurupa Community Services District.
- Would require a Grant Agreement Amendment and likely extend the Agreement's schedule for another half year (till December 2018): SAWPA hires a **consultant to determine best locations for 2-3 new ET stations in the watershed and hires contractor for installation at approximately \$10,000 per station install**. Before station is installed, SAWPA acquires agreement from local retail water agency to own and operate ET station and apply it to help support accuracy of their new budget based water rate structure.
- Would not require a Grant Agreement Amendment: SAWPA **hires a consultant to perform the following Meter Service Area (MSA) support services** for all retail water agencies undertaking



budget based water rates (nine agencies total; currently unknown if they each have GPS meters'd already).

1. Log the GPS location of water meters for the customers of retail water agencies: A field person uses a GPS logger to log in the coordinates of the meter; usually approximately \$5 per meter for a private vendor, but Retail water agency can do it in house to complete this task and the grant would reimburse them for this time.
  2. Create MSAs for meters that reside in a parcel with multiple meters: A field person meets with the meter customer and draws out the coordinates of the meter's watered area. A private consultant field person typically costs \$50-\$60 per hour and is charged on an hourly basis. HOAs usually take the most time. Retail water agencies can also use field people in-house to do this task and the grant would reimburse them for this time.
  3. Digitize the MSAs for those MSAs that you measured in the field, and connect them to the GPS'd meters: Costs depend on the number of meters. For East Valley Water District (EVWD) that cost about \$3,000 - \$5,000
  4. Connect the digitized meter to the billing system: For EVWD this was about \$1,000.
- Would require a Grant Agreement Amendment and extend the Agreement's schedule for another year (till June 2019): SAWPA **expands support for water efficiency outreach tools to include RFQ to other companies interested in engaging additional new retail water agencies for one year, similar to OmniEarth such as WaterSmart and Waterfluence**, through engagement of emerging water efficiency analytics, automated water budgeting, state-of-the-art commercial irrigation monitoring, and data-driven customer lifecycle management tools can be leveraged to drive both conservation and revenue. The tools would address the following:
    - Automatically identify the amount of turf, irrigable area, impervious surface area, and outdoor water budget for every parcel you service
    - Drive conservation by identifying water wasters and their individual savings potential
    - Improve customer service through targeted and personalized communications to high water users
    - Notify customers about water saving programs and actions, drought restrictions, and rate changes through an online portal and alerts
    - Realize commercial savings by adjusting water budget goals based on weather and existing supply to maximize potential sales
    - Motivate landscape contractors to improve irrigation performance at large landscape sites
  - May require a Grant Agreement Amendment: SAWPA **prepare an RFQ for the consultant creation of a dashboard and reporting tool to expand support for all interested retail water agencies in the watershed to reflect the new and anticipated State water efficiency standards**. Since a new framework for water use efficiency standards is anticipated by Jan. 10<sup>th</sup> 2017 and will likely use irrigable landscape and person's per household, this could be an important and helpful tool that complements past OmniEarth water efficiency outreach tools. Work on this tool would be completed within one year but is dependent on the timing of interest from the

retail water agencies and when they execute an agreement with SAWPA and/or the SAWPA consultant. This tool would be a generic dashboard and reporting tool that would be updated by the consultant or retail agency user. This tool would not require the local retail water agency input their customer's water use data.

- May require a Grant Agreement Amendment: SAWPA led effort without a consultant to **develop an Application Program Interface (API) to provide support for all interested retail water agencies in the watershed to reflect the new and anticipated State water efficiency standards.** Less expensive than above option as it would be done by SAWPA staff using existing data such as the 2015 aerial imagery data. Since a new State framework for water use efficiency standards is anticipated by Jan. 10<sup>th</sup> 2017, this could be an important and helpful tool to provide retail water agencies detailed parcel level information for achieving additional water conservation. Work on this tool would be completed within one year but is dependent on the timing of interest from the retail water agencies and when they execute an agreement with SAWPA and/or the SAWPA consultant. This tool would not require the local retail water agency input their customer's water use data.
  - Build upon Google Maps Application Program Interface (API) platform
    - Familiar web interface including street view
    - Extremely fast image display
    - Using Googles powerful servers
    - Single contract for all data to all agencies
    - Single point of payment for services such as updates and storage
    - Google as a vendor has access huge imagery datasets
  - Employs data developed by SAWPA through Prop 84 grant to develop a watershed scale tool
    - 3 inch high resolution aerial imagery and
    - land use classification data (including 80 land use classifications)
    - retail agency parcel and boundary data
    - other available watershed scale data
  - Develops water budgets at the parcel level for all land use categories
  - Identifies opportunities for additional conservation at the parcel level using land classification data

## EXHIBIT A WORK PLAN

This Proposition 84 Drought Round 2014 agreement implements 2 projects located in the Santa Ana River and Upper Santa Margarita IRWM Regions.

### **PROJECT 1: Conservation Based Reporting Tools and Rate Structure Implementation**

**GRANTEE:** Santa Ana Watershed Project Authority (SAWPA)

**PROJECT DESCRIPTION:** The Conservation Based Reporting Tools and Rate Structure Implementation will implement a suite of measures across the Santa Ana River and the Upper Santa Margarita Watersheds to promote sustainable water-use conservation. The Program will achieve immediate and sustainable water conservation by assisting local retail agencies in developing conservation-based rate structures and providing customers personalized reports on water use through a web-based Water Consumption Reporting and Customer Engagement tool. Additionally, aerial mapping will be developed for the two watersheds to assist in the implementation of these conservation measures.

#### **TASK 1 Direct Project Administration: Budget Category (a)**

##### **Task 1.1: Grant and Project Administration**

SAWPA staff, in coordination with its five regional member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD), and the lead agency of the Upper Santa Margarita Watershed IRWM Region, Rancho California Water District, will manage the grant agreement by implementing the necessary contract, preparing report and plans, ensuring compliance with grant requirements, and coordinating with local agency staff.

##### **Deliverables:**

- Executed funding agreement with DWR
- Financial Statements
- Other Applicable Project Deliverables

##### **Task 1.2: Progress Reporting and Invoicing**

SAWPA staff will prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Progress reports will be prepared as outlined in Exhibit G. Submittals will include appropriate project deliverables.

##### **Deliverables:**

- Progress Reports
- Hardcopy and electronic invoices
- Backup documentation
- Project Deliverables

**Task 1.3: Draft and Final Project Reports and Grant Completion Report**

SAWPA will prepare a Draft and Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. SAWPA will also prepare a Grant Completion Report upon completion of the agreement. All reports shall be prepared and presented in accordance with the provision of Exhibit G.

**Deliverables:**

- Draft and Final Project Completion Report
- Grant Completion Report

**TASK 2 Land Purchase/Easement: Budget Category (b)**

There are no easements or land purchases required for the Program.

**Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)**

There is no Assessment and Evaluation, Final Design, Environmental Documentation, or Permitting required for this Program.

**Task 3.1: Project Monitoring Plan**

SAWPA will develop a detailed Project Monitoring Plan to evaluate the effectiveness of each of the components of the Interregional Landscape Water Demand Reduction Program. This will include:

- Tracking the acre feet (AF) of water saved through the implementation of Conservation Based Rate Structures.
- Tracking the acre feet (AF) of water saved through using web-based the Water Consumption Reporting and Customer Engagement tool

**Deliverables:**

- Project Monitoring Plan

**Task 4 Construction/Implementation: Budget Category (d)**

Implementation for this Conservation Program is broken down into the three components of work:

1. Develop and Implement Conservation-Based Rate Structures for customers
2. Application of a web-based Water Consumption Reporting and Customer Engagement Tool
3. Aerial Mapping

**Task 4.1: Implementation Contracting**

SAWPA will prepare a request for proposals, advertise, evaluate and recommend consultant and contract awards to the SAWPA Project Agreement (PA) 22 Committee for approval. SAWPA will work with selected consultants to implement the components of the Program as listed above.

Agency documentation of contracting activities conducted will be provided to SAWPA for reporting to DWR.

**Deliverables:**

- Summary of bid process
- Copy of awarded contracts
- Notice to Proceed

## **Task 4.2 Component 1 – Implementation of Conservation Based Rate Structures**

Component 1 will be used to educate policy makers and local water retail agency staff on conservation-based water rate structures, develop new tools to utilize State water efficiency standards for indoor and outdoor water use, evaluate potential water savings and costs to implement conservation rate structures and outreach to over 70 water retail agencies located in the region with more direct assistance to no fewer than five and as many as 10 water retail agencies with implementing conservation-based rate structures within the region.

### **Subtask 4.2.1 – Conduct Solicitation Workshops & Outreach:**

Facilitate approximately two initial workshops in the Santa Ana River Watershed (one in the lower basin and one in the upper basin) targeting water purveyors' elected officials and staff of the more than 70 water retail agencies located in the region. Follow-up workshops will be held for interested retail agencies and a video explaining water rate structures will be produced in order to reach a wide audience of staff and elected officials. Workshops will educate policy makers and staff on conservation-based rate structures, factors used in determining water efficiency standards for outdoor water use, water budget development, billing system requirements and other general issues related to conservation-based rates structure.

Outreach materials will be prepared to promote the program and target potential water purveyors. Outreach materials may include but are not limited to brochures, fact sheets, web blogs, webpages, power point presentations and informational videos (including video production).

### **Subtask 4.2.2 – Develop Tools that Utilize State Water Efficiency Standards for Indoor and Outdoor Water Use:**

Develop tools to meet the State water efficiency standards for indoor and outdoor water use within the region. Assist local agencies to identify the amount of water a parcel needs to meet State water efficiency standards for indoor and outdoor water use as defined under SBX7 and AB1881. Some of the support tools to be used may include but are not limited to: daily evapotranspiration rate data gathering and reporting, water efficiency calculators, a water rate modeling tool and billing system options, and may incorporate landscape square footage and aerial mapping imagery as described in Task 4.4 Component 3. A consultant or public agency may assist water retail agencies in evaluating the potential water savings and costs to implement conservation rate structures within their service areas. Benefits examined will include the avoided cost of purchased water, lower Capital Improvement Program expenditures, and increased watershed quality from lower urban runoff, and will include billing system assessment, potential increase in staff, and public outreach.

### **Subtask 4.2.3 – Reimburse Costs of Retail Water Agencies for Adopting Conservation-Based Rate Structures:**

In addition to the regional tools developed to help local agencies adopt conversation-based rate structures and conserve water, funding will be provided on a reimbursement basis to no fewer than five and as many as 10 water retail agencies.

### **Subtask 4.2.4 – Implement Conservation-Based Water Rate Structures:**

From the work described in Subtask 4.2.2 consultant or public agency will assist no fewer than five and as many as 10 water retail agencies in implementing conservation-based rate structures within the region. This work includes sufficient support to lead these water retail agencies to adopt a conservation based rate structure.



**Deliverables:**

- Documentation of participating agencies in workshops, including sign-in sheets
- Outreach materials
- Participating agency evaluations of residential water budget with actual use.
- Documentation of implemented support tools such as mapping, billing, and accounting models and systems
- Resolutions of adoption of conservation-based rate structures

**Task 4.3 Component 2 – Web-Based Water Consumption Reporting, Analytics and Customer Engagement Tool**

This task includes the development and implementation of a web-based Water Consumption Reporting, Analytics and Customer Engagement tool for water retailers in the Santa Ana River Watershed and the EMWD and WMWD service areas within the Upper Santa Margarita Watersheds. This tool will utilize specialized software to integrate into the agencies' active water use efficiency program, and communication technology services to engage retail water agency customers showing current water use and delivering customized messaging and recommendations for taking water conservation actions.

**Subtask 4.3.1 Outreach and Training**

Outreach and training to educate water purveyors about the tool will be conducted through workshops, with approximately three being conducted throughout the three counties of the Santa Ana River Watershed and approximately two workshops in the USMW (approximate total of eight workshops). Outreach materials may include examples of personalized water consumption reports used with other California water retailers.

**Subtask 4.3.2 Customer Engagement Tool Implementation**

The engagement tool will be made available, for approximately one year, to the water retailers. After this period of time, the tool will then be evaluated for value and effectiveness. Effectiveness will be determined by calculating the amount of water saved as a result of the tool's implementation.

**Deliverables:**

- Water Consumption Reporting, Analytics and Customer Engagement Web-portal with access and login capabilities for SAWPA.
- Documentation of participating agencies in workshops, including sign-in sheets.
- Outreach materials

**Task 4.4 Component 3 – Aerial Mapping**

SAWPA will contract for services to develop high resolution orthorectified imagery including infrared photogrammetry and possibly other technologies that calculate slope measurements, such as, LiDAR and/or Digital Elevation Modeling (DEM) for the service areas of the Santa Ana River Watershed and the Rancho California Water District, EMWD and WMWD service areas within the Upper Santa Margarita Watersheds. This data, which calculates the amount of water thirsty turf, will be processed to assist in the development of map products that will support the development of water conservation tools, such as, conservation based water rates and water efficiency calculators that can provide water demand data up to the retail customer level.

**Subtask 4.4.1 – Review and Report on Results of SAWPA/BOR Demonstration Project**

SAWPA will review the results of the Santa Ana River Watershed Infrared Imagery Landscape Mapping Demonstration Project. This pilot project was conducted by SAWPA with funding from both the US

Bureau of Reclamation and SAWPA and will be used to share key findings and recommendations to the PA 22 Committee for the aerial mapping component of the project.

**Deliverable:**

- Technical Memorandum detailing key findings from the Demonstration Project

**Subtask 4.4.2 – Conduct Aerial Flights of Urban areas in Watershed**

SAWPA will contract with a qualified firm to fly the study area and process the raw aerial data.

**Deliverables:**

- Raw data set(s)

**Subtask 4.4.3 – Data Verification**

SAWPA will review the data by using GIS to verify data location accuracy.

**Deliverable:**

- Statistical Report summarizing the data collected

**Subtask 4.4.4 – Data Analysis and Development Landscape Percent Output**

SAWPA will contract for and provide consultant oversight during analysis of the data by using GIS imagery tools to classify land use type and estimate the area irrigated for each parcel. This data will then be used to create map products that support the development of water conservation tools.

**Deliverables:**

- Statistical Summary of Watershed Data
- Map Products

**Subtask 4.4.5 – Stakeholder Outreach and Workshop(s)**

SAWPA will conduct outreach meetings with stakeholders to share aerial data and receive input on map products. SAWPA will provide approximately two workshops for stakeholders to review the aerial data and map products. The two workshops will include 1) workshop for PA 22 Committee to detail key findings of the Demonstration Project and 2) workshop for Stakeholders to Present Aerial Mapping Data and Draft Mapping Products.

**Deliverables:**

- Outreach Materials

**Subtask 4.4.6 – Reporting**

SAWPA will prepare a draft and final report to present the findings and recommendations of the Aerial mapping.

**Deliverables:**

- Draft Report
- Final Report

**PROJECT 2: High Visibility Turf Removal and Retrofit**

**GRANTEE:** Santa Ana Watershed Project Authority (SAWPA)

**PROJECT DESCRIPTION:** This task will provide incentive rebates to customers for turf removal and installation of drought tolerant landscaping and associated irrigation to augment existing turf removal programs available within the Santa Ana River Watershed and the Rancho California Water District, EMWD and WMWD service areas within the Upper Santa Margarita Watershed. This turf removal program will target "highly visible" publicly owned, institutional, and homeowner's association (HOA) areas for turf replacement. Incentive rebates are anticipated to be up to \$1 per square foot (SF) from the grant and up to \$2 per SF from the Metropolitan Water District (MWD) rebate program referred to as SoCal Water\$mart or similar local rebate program. A minimum of 4,000,000 square feet of turf will be removed from the Santa Ana River Watershed, and a minimum of 950,000 square feet of turf will be removed from the Upper Santa Margarita Watershed.

**TASK 1 Direct Project Administration: Budget Category (a)**

**Task 1.1: Project Administration**

SAWPA staff, in coordination with its five regional member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD), and the lead agency of the Upper Santa Margarita Watershed IRWM, Rancho California Water District, will manage the grant agreement by implementing the necessary contract, preparing report and plans, ensuring compliance with grant requirements, and coordinating with local agency staff.

**Deliverables:**

- Financial Statements
- Other Applicable Project Deliverables

**Task 1.2: Progress Reporting and Invoicing**

SAWPA staff will prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Progress reports will be prepared as outlined in Exhibit G. Submittals will include appropriate project deliverables.

**Deliverables:**

- Progress Reports
- Hardcopy and electronic invoices
- Backup documentation
- Project Deliverables

**Task 1.3: Draft and Final Project Reports and Grant Completion Report**

SAWPA will prepare a Draft and Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. SAWPA will also prepare a Grant Completion Report upon completion of the agreement. All reports shall be prepared and presented in accordance with the provision of Exhibit G

**Deliverables:**

- Draft and Final Project Completion Report
- Grant Completion Report



**TASK 2 Land Purchase/Easement: Budget Category (b)**

There are no easements or land purchases required for the Program.

**Task 3 Planning/Design/Engineering/Environmental Documentation: Budget Category (c)**

There is no Assessment and Evaluation, Final Design, Environmental Documentation, or Permitting required for this Program.

**Task 3.1: Project Monitoring Plan**

SAWPA will develop a detailed Project Monitoring Plan to evaluate the effectiveness of the Institutional, Publicly Owned and HOA Turf Removal Rebate Program by tracking the square feet (SF) of highly visible Institutional, Publicly Owned and HOA Turf Removed.

**Deliverable:**

- Project Monitoring Plan

**Task 4 Construction/Implementation: Budget Category (d)**

Each of the SAWPA member agencies will enter into a separate contract with SAWPA in order to receive and allow oversight of grant fund use in each SAWPA member agency area.

For San Bernardino Valley Municipal Water District (SBVMWD), SAWPA will enter into an agreement to implement a turf rebate program within its service area. The other member agencies already have existing turf removal rebate programs that they coordinate with the Metropolitan Water District of Southern California (MWD) SoCal Water\$mart program.

In order to ensure efficient implementation, each of the member agencies may also contract with a landscape contractor to perform the turf removal and replacement within their service area. In selecting a landscape contractor, each of the agencies will conduct their RFP process in accordance with their procurement policy or use their conservation program's existing landscape contractor. Applications can be developed by each agency to define whether the water agency or the applicant hires their own landscape contractor, and how the rebate funding will be administered.

**Task 4.1 Implementation**

Each of the SAWPA member agencies and rebate partners, working with SAWPA, will implement a turf removal program with an up to \$3/SF rebate. The member agencies will contact the publicly owned, HOAs, and institutional sites within their service areas and conduct the necessary outreach to explain the rebate available and how turf removal can reduce their monthly water bills. The turf removal program will be advertised on the member agencies websites, which will include links to the rebate application for their areas.

Work under this task may include agencies creating their own application that may mirror the MWD SoCal Water\$mart application but also includes the high visibility criteria component. Each rebate applicant in a member agency area may submit the rebate application to the member agency/partnering agency to reserve a rebate in the amount of up to \$2/SF. The member agency or their partnering agency could then offer that rebate application to MWD in order to begin the process to reserve the MWD rebate or similar rebate program.

**Subtask 4.1.1 Outreach and Website:**

Development of a new interregional website is proposed to provide climate-zone specific landscape guidance and landscaping support to the member agencies. The website may include the majority of the following information, but is not limited to:

- Descriptions of climates by region within the watershed

- Maps showing average evapotranspiration rates
- Information on plant soils including texture, drainage, fertility, compost, mulch, and amendments;
- Irrigation design and layout including equipment, scheduling, non-point source pollution;
- Information and tips on plant care, pruning, pests and a guide to designing landscapes.

Due to its watershed scope, the web based information could be located on SAWPA's website and linked to the member agencies and the IEfficient.com website.

**Deliverables:**

- Turf Removal Rebate applications from each member agency or partnering agency
- Link to new interregional website
- Outreach activities

## COMMITTEE MEMORANDUM NO. 2016.25

**DATE:** October 27, 2016  
**TO:** SAWPA Project Agreement 22 Committee  
**SUBJECT:** Feedback on Extending the Department of Water Resources Grant Agreement  
**PREPARED BY:** Ian Achimore, Senior Watershed Manager

### RECOMMENDATION

It is recommended that the Project Agreement (PA) 22 Committee provide feedback on whether to request a grant agreement amendment to extend the agreement deadline with the Department of Water Resources based on the October 14, 2016 letter from Cucamonga Valley Water District (CVWD).

### DISCUSSION

CVWD submitted a letter dated October 14, 2016 to the PA 22 Committee requesting a time extension due the State's upcoming January 2017 framework for permanent efficiency regulations. In the letter CVWD states that the upcoming proposal from the State will change conservation targets and the framework upon which agencies operate. Given these new parameters from the State, CVWD has requested an extension to evaluate their compliance with these standards and how the proposed rate structures will assist in the effort.

Their proposed timeline would place their rate implementation at July 1, 2018 instead of November 11, 2017. This would require that the Grant Agreement's schedule be adjusted by at least seven months. The Grant Agreement's schedule currently shows an end date for implementation of the Conservation-Based Water Rates Project in December, 2017.

If the PA 22 Committee is supportive of adjusting the schedule, SAWPA staff can begin to coordinate with DWR and estimate the fiscal impact on the grant for continuing to manage the Conservation-Based Water Rates Project. Feedback from DWR and the results of the projections analysis would be shared with the PA 22 Committee at the next Committee meeting.

### BACKGROUND

SAWPA and the Department of Water Resources (DWR) executed the IRWM Grant Agreement for the Emergency Drought Grant Program on July 20, 2015. Under the Grant Agreement, \$12,860,110 is provided in Proposition 84 grant funding and \$10,645,000 is accounted as matching funds, for a total project cost of \$23,505,110. There are two Projects with the Program, Project Number 1: Conservation Based Reporting Tools and Rate Structure Implementation, and Project 2: High Visibility Turf Removal and Retrofit.

### CRITICAL SUCCESS FACTORS

The following OWOW critical success factors are addressed by this action:

1. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
2. Data and information needed for decision-making is available to all.

### RESOURCE IMPACTS

Funding for the budget amendment preparation task will come from the Proposition 84 IRWM Drought Grant shown in the PA 22 Committee Implementation line item in the budget.

Attachment:

1. Letter from Cucamonga Valley Water District

**Martin E. Zvirbulis**  
Secretary / General Manager/CEO

October 14, 2016

Project Agreement 22 Committee  
11615 Sterling Avenue  
Riverside, CA 92503

RE: CVWD Request for Possible Time Extension

Dear PA 22 Committee Members,

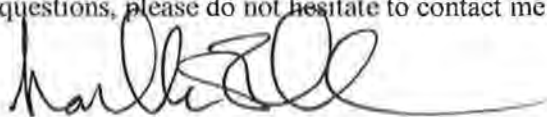
The Cucamonga Valley Water District (CVWD) is thankful for the opportunity to participate in the Proposition 84 Integrated Waste Management grant program. On April 26, 2016 CVWD's Board of Directors approved the grant agreement and adopted the OWOW 2.0 Resolution. During the summer CVWD staff distributed an RFP and interviewed potential rate consultants. In mid-August the professional services contract was signed and since then, staff has been working diligently to provide the necessary information and documents for the rate consultants.

CVWD staff created an initial project timeline for rate implementation by November 1, 2017. As you are aware the State will be releasing the framework for permanent efficiency regulations in January 2017. It is our understanding that those changes will be included in proposed legislation that may not be adopted until later in the year. The proposal from the State Water Resources Control Board and the California Department of Water Resources will change conservation targets and the framework upon which water agencies operate. Given this information, CVWD respectfully requests a time extension for the grant in order to evaluate our compliance with these standards and how the proposed rate structures will assist in this effort.

The request for your review would extend our project into the early months of 2018. We understand that this would require a grant agreement extension with the State. The following table shows the existing and proposed timelines:

<b>Objective</b>	<b>Existing Timeline</b>	<b>Proposed Timeline</b>
Final Rate Study delivered to CVWD	01/15/17	01/15/17
Finance Committee Review	02/02/17	02/2/17
Board Review & Decision	02/21/17	2/21/17
Grant Deadline for Final Draft	03/31/17	03/31/17
Public Process, including Prop 218	03-06/17	11/17-2/18
Public Hearing	08/08/17	02/27/18
Rate Implementation	11/01/17	07/01/18

The District respectfully requests your consideration of this alternate project timeline. If you have any further questions, please do not hesitate to contact me.



Martin E. Zvirbulis  
General Manager/CEO

**James V. Curatalo Jr.**  
President

**Luis Cetina**  
Vice President

**Oscar Gonzalez**  
Director

**Randall James Reed**  
Director

**Kathleen J. Tieg**  
Director

## COMMITTEE MEMORANDUM NO. 2016.26

**DATE:** October 27, 2016  
**TO:** SAWPA Project Agreement 22 Committee  
**SUBJECT:** Conservation-Based Water Rates Project Policy and Update  
**PREPARED BY:** Ian Achimore, Senior Watershed Manager

### RECOMMENDATION

It is recommended that the Project Agreement (PA) 22 Committee provide feedback regarding staff's interpretation of the policy statement for the Conservation-Based Water Rates Project.

### DISCUSSION

In order to track the nine retail water agencies involved in the Conservation-Based Water Rates Project, SAWPA staff and Mr. Tom Ash of Inland Empire Utilities Agency have developed the following reporting form. The form will be used as SAWPA staff request information from the retail water agencies for the monthly report/invoice to SAWPA. The form would be distributed on November 1, 2016 for the retail water agencies to report on their activities occurring in the month of October, 2016. The form highlights the Committee's policy statement:

*Adoption of conservation-based water rate structures is defined as an agency transitioning from a flat or tiered rate structure to a customer-specific allocation that follows an increasing block rate structure that includes at least three blocks, with one or more blocks accounting for high or exceeding water use, based on State efficiency standards or more stringent efficiency standards. The customer class for which the rate applies shall comprise at least 50 percent of the agency's potable water demand.*

SAWPA staff requested feedback during the Committee's February 25, 2016 meeting on the policy statement and on the PA 22 Committee policy statement regarding conservation based rates. The discussion was reflected in the minutes for that meeting:

*Staff's interpretation is the Committee's intent in adopting this language was to encourage individualized water budgets in providing customer-specific allocations, allowing an agency to determine excessive water use. It is expected that grant fund reimbursement related to conservation based water rates would be inclusive of a rate structure comprising parcel based water budgets with indoor budgets based on per-capita water use and outdoor water budgets based on irrigated area and ET rates.*

To implement this policy statement based on feedback from the Committee during the February 25, 2016, SAWPA staff was going to review responses from the retail water agencies. If the agencies are not using methods to customize outdoor water budgets using "customer specifics" such as ongoing evapotranspiration rate monitoring and actual measurements, on a customer basis, of irrigated areas then the SAWPA staff would inform the contracted retail water agency that their rate structure implementation is not grant eligible and would not be reimbursed for any further funding. It should be noted that some agencies have requested and received reimbursement, but none, except East Valley Water District have asked for full reimbursement. In order to request full reimbursement, it is staff's interpretation that an retail water agency needs to adopt conservation-based water rates in accordance with the PA 22 Committee Conservation Based Rate Structure Policy.

**CRITICAL SUCCESS FACTORS**

The following OWOW critical success factors are addressed by this action:

1. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
2. Data and information needed for decision-making is available to all.

**RESOURCE IMPACTS**

Funding for seeking further information on the policy statement task will come from the Proposition 84 IRWM Drought Grant shown in the PA 22 Committee Implementation line item in the budget.

Attachments:

1. Conservation-Based Water Rates Reporting Form

## Background on Rate Agency Contracts

The following describes certain sections of the SAWPA contract with your agency in more detail.

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### Policy Statement As Specified In Contract with SAWPA

Language from Contract:

“SAWPA adopted a policy statement that defined adoption of conservation-based water rate structures as an agency transitioning from a flat or tiered rate structure to a **customer-specific allocation** that follows an **increasing block** rate structure that **includes at least three blocks**, with one or more blocks accounting for high or exceeding water use, based on **State efficiency standards** or more stringent efficiency standards. The policy statement specified that the customer class for which the rate applies shall comprise at least 50 percent of the agency's potable water demand.”

### Rate Maintenance As Specified in Contract with SAWPA

Language from Contract:

“If adopted, the Sub-Grantee **will maintain** its conservation-based water rate structure in accordance with the policy statement for three years after the date of adoption of a conservation-based water rate structure by the Sub-Grantee's elected governing board.”

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Terms in policy statement described in detail:

“**Customer-specific allocation**”: Per the Project Agreement 22 Committee’s direction, this means that allocations are focused on an assessment of actual characteristics of customers, such as actual measurement of outdoor vegetation, and evapotranspiration rates, allowing an agency to determine excessive water use.

“**Increasing blocks**”: Meant to focus on an indoor allocation for customers and an outdoor allocation for vegetation.

“**Rate maintenance**” implies that the rate structure adopted will maintain revenue for the agency even during periods of drought or increased conservation for a period of at least three years. This is important as the grant with your agencies is funded with State bond funding.

**Questions to answer in your Invoice/Report to SAWPA**  
About Conservation-Based Water Rates

1. Your projected date of your Prop 218 hearing (if the rate structure is approved by your board) is:
  
2. Customer Specific Allocation:  
How are you complying with the contract's provision on utilizing a customer specific allocations? Are you using customer specific attributes such as ET measurements in their area, field measurements of their irrigated landscapes, etc.?
  
3. Increasing Block Rate:  
Is one or more of your (at least) three blocks accounting for exceeding water use?
  
4. State Efficiency Standards:  
What state efficiency standards are you planning to use for your rate structure, such as an ET adjustment factor?
  
5. Maintain Rate Structure:  
If the conservation-based rate structure is adopted, how will the rate design and cost recovery maintain financial stability if water use goes down? Specify through which blocks and/or what kinds of charges?



## **COMMITTEE MEMORANDUM NO. 2016.27**

**DATE:** October 27, 2016

**TO:** SAWPA Project Agreement 22 Committee

**SUBJECT:** Award of Contract for Conservation-Based Water Rates Outreach

**PREPARED BY:** Ian Achimore, Senior Watershed Manager

### **RECOMMENDATION**

It is recommended that the Project Agreement (PA) 22 Committee approve executing the SAWPA General Service Agreement and a Task Order with CV Strategies for an amount not-to-exceed \$25,000 to conduct outreach support for conservation based water rate implementation.

### **DISCUSSION**

Staff has worked with Mr. Tom Ash of Inland Empire Utilities Agency to draft a Request for Qualifications for a possible outreach effort to the nine agencies under contract with SAWPA for the Emergency Drought Grant Program's Conservation-Based Rates Project. The RFQ was released on September 29, 2016 and two responses were received on October 14, 2016. Two agencies submitted responses: 1) CV Strategies based out of Corona, and 2) Hammons Strategies based out of Riverside.

The scope of work presented in the RFQ is to serve as a consultant to SAWPA in order to assist SAWPA staff in creating Frequently Asked Question (FAQ) documents on conservation-based water rates, at an approximately length of one page each, for distribution to retail water agencies in the Santa Ana River Watershed who have signed up for the Conservation-Based Water Rates Project. Each FAQ document will address a separate FAQ. The distribution list for the FAQ documents and focus audience includes finance and planning department staff from the retail water agencies, most of which are cities. The audience may also include elected officials if the staff of the retail water agencies prefer. The goal of the FAQ documents is to present the retail water agency staff with succinct information that will prepare their agency as they plan their outreach strategy and implement their public outreach campaign for conservation-based rate adjustments.

The draft FAQs would include the following:

- How to test the financial impact of the new conservation-based water rates on your customers.
- How to conduct outreach for a conservation-based rate study in your community.
- How to explain to your customers why water is currently being distributed across the State and how it is used around the State.

The PA 22 Committee was informed of the RFQ development at the August 25, 2016 PA 22 Committee meeting. Based on staff review of the two proposals, SAWPA recommends award of a contract with CV Strategies for the outreach work.

### **CRITICAL SUCCESS FACTORS**

The following OWOW critical success factors are addressed by this action:

1. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
2. Data and information needed for decision-making is available to all.

### **RESOURCE IMPACTS**

Funding for an estimated \$25,000 contract will come from the Proposition 84 IRWM Drought Grant shown in the PA 22 Committee contract line item in the budget. The total grant funding that was set aside for the Conservation-Based Rates Project was approximately \$3.1 Million. With some of the committed funds now becoming available from the three agencies who have withdrawn from further rate study and canceling their contracts, there is sufficient funding for a \$25,000 contract with a public relations firm.

Attachments:

1. RFQ for Frequently Asked Questions on Conservation-Based Water Rates
2. CV Strategies RFQ Response
3. Hammons Strategies RFQ Response



# Santa Ana Watershed Project Authority

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## Request for Qualifications (RFQ)

for

## Frequently Asked Questions (FAQ) on Conservation-Based Water Rates

Thursday, September 29, 2016

Santa Ana Watershed Project Authority (SAWPA)

11615 Sterling Avenue

Riverside, CA 92503

Phone: (951) 354-4220

## Right to Change RFQ and Process

SAWPA reserves the right to reject any and all submissions, in whole or in part, to advertise for new submissions, to abandon the need for services, and to cancel or amend this RFQ at any time. SAWPA reserves the right to waive any formalities in the RFQ process, consistent with applicable laws.

## Ownership of RFQ Response Materials

SAWPA will own any materials that are submitted in response to this RFQ.

## Scope of Work for FAQs on Conservation-Based Water Rates:

Serve as a consultant to SAWPA in order to assist SAWPA staff in creating FAQ documents on conservation-based water rates (also known as budget-based water rates), at an approximately length of one page each, for distribution to retail water agencies in the Santa Ana River Watershed who have signed up for the Emergency Drought Grant Program's Conservation-Based Water Rates Project. Each FAQ document will address a separate FAQ. The distribution list for the FAQ documents and focus audience includes finance and planning department staff from the retail water agencies, most of which are cities. The audience may also include elected officials if the staff of the retail water agencies prefer. The goal of the FAQ documents is to present the retail water agency staff with succinct information that will prepare their agency as they plan their outreach strategy and implement their public outreach campaign for conservation-based rate adjustments. Their campaigns will include communicating effectively with their customers, their advisory committees and their elected boards. The rate structure, if designed properly, should be explained logically to customers, and reduce financial risk for the water provider particularly if customers use less water than projected and be equitable for different customers.

The draft FAQs include the following:

- How to test the financial impact of the new conservation-based water rates on your customers.
- How to conduct outreach for a conservation-based rate study in your community.
- How to explain to your customers why water is currently being distributed across the State and how it is used around the State.
- How to explain to your customers that rates and water use efficiency are related.
- How to describe the "why", "what" and "how" of conservation-based rates to your customers and elected officials.
- How conservation-based rates customize water budgets for each of your customers and how the rates incorporate fairness and relate to new State water efficiency requirements.
- How the variance process enables your customers to adjust water budgets to fit their unique water needs.
- What type of information to display on your agency's websites when your agency is studying or proposing conservation-based rates.

- What type of outreach techniques and experts has helped other agencies through the Prop 218 process.
- How to explain steps your customers can take to keep water bills down or meet their budget if your agency adopts conservation-based rates.
- How to explain that revenue stability is important to your community in light of a rate modification.

A selection of these FAQs, or more not on this list, may be used. The consultant will propose topics for the FAQs as needed.

The consultant to be hired will prepare the FAQ documents based on their experience of guiding other agencies through rate setting processes, customer outreach processes, board trainings, etc. Each FAQ document will answer one of the final FAQs and provide succinct information to help the agency create an outreach plan. The expected timeframe for preparation of a single FAQ document by the consultant is one week. After preparation by the consultant, SAWPA staff will review and provide the consultant with feedback. The consultant will then send SAWPA the final FAQ document and SAWPA will distribute it to the finance and planning department staff from the retail water agencies, most of which are cities. Graphics may be provided by the consultant as needed. On each FAQ, the Emergency Drought Grant Program’s reimbursement process and agency commitment to the Program will be emphasized.

## How to Respond to this RFQ:

Please respond to the following:

1. Provide a summary of your firm or organization (including; primary person of contact for the RFQ, company name, address, telephone number, and email address). This should explain the primary business of the company or organization.
2. Have you provided retail water agencies with public relations services for proposed water rate adjustments? If so, for which agencies? Please describe the scope of work in implementing those projects.
3. Have you provided retail water agencies with public relations services for proposed budget-based rate adjustments? If so, for which agencies? Please describe the scope of work in implementing those projects.
4. List 2-3 agency references (that have used you for similar projects) and their contact information. Provide at least one reference, if possible, located in Southern California.
5. Provide billable rates for each staff person who would work on this project if under contract with SAWPA. Provide the billable rate at the per hour level.
6. If under contract with SAWPA for this project, how would you price the addition of graphics? Through calculating a graphic designer’s billable hours spent on compiling the graphic, or a set price per graphic? If it is a set price per graphic, please provide the price you would bill SAWPA for working on this project. If it is a billable rate, please provide the price you would bill SAWPA for working on this project.
7. Provide resume(s) for all personnel who would be working on this project.

8. If you feel an exception/deviation is required, then state any exceptions to or deviations from the requirements of this RFQ and the scope of work, segregating “technical” exceptions from “contractual” exceptions. Where you wish to propose alternative approaches to meeting SAWPA’s scope of work or contractual requirements, these should be thoroughly explained. Contractual exceptions are strongly discouraged.

Include a signature (with the date signed) of a person authorized to bind the offeror to the terms of the proposal.

Proposals shall be typed, single spaced and submitted on 8½” x 11” size paper.

Please email your response to this RFQ by 5 p.m. Friday **October 14, 2016** to [iachimore@sawpa.org](mailto:iachimore@sawpa.org).

## **Background:**

Implementation of the approximately \$22 million Emergency Drought Grant Program, a water demand reduction effort, is being planned through a committee approach for the Santa Ana River and Upper Santa Margarita Watersheds. The Project Agreement (PA) 22 Committee was established by the SAWPA Commission on October 17, 2014 to make policy decisions regarding the implementation of the Program which will include watershed aerial mapping, tools and support for retail water agencies to implement conservation-based rate structures, web-based and technological tools to encourage conservation, and turf grass replacement. The Program is being funded through local funding match provided by regional water agencies and a Department of Water Resources administrated grant. Funds from the grant are provided by the sale of state general obligation bonds approved through a referendum of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Chapter 2). The Program was initially developed through the One Water One Watershed 2.0 implementation process, which administers grant funding and facilitates local project development at the watershed level for the Santa Ana River basin.

There are four components of the Emergency Drought Grant Program. The component related to this RFQ is the Conservation-Based Water Rates Project. This component includes providing tools and funding to retail water agencies in the Santa Ana River Watershed to assist their implementation of conservation-based rate structures. These rate structures can create incentives for water use efficiency, and can charge the lowest prices for the most essential uses, by establishing tiers that reflect the agency’s true water service costs.

The FAQ documents are important at this time as the retail water agencies who have registered with SAWPA as part of the Emergency Drought Grant Program are finalizing their rate adjustment studies, which are an important component of a rate change. As a rate study is being developed, it is helpful for agencies to consider how to communicate the rate adjustment, which can be technical. Some agencies will need tools and information so they consider how to perform this outreach. There are currently nine agencies registered with SAWPA for the Emergency Drought Grant Program that have not finalized their rate adjustment studies.

## About SAWPA

SAWPA was formed in 1968 as a planning agency, and reformed in 1972 with a mission to plan and build facilities to protect the water quality of the Santa Ana River Watershed. SAWPA is a Joint Powers Authority, classified as a Special District (government agency) in which it carries out functions useful to its member agencies. The agreements formalizing the current agency were signed in 1974 and went into effect in 1975. The SAWPA member agencies include Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District and Western Municipal Water District.

For more information visit [sawpa.org](http://sawpa.org).

## Contract with SAWPA

The information produced as part of this project would be owned by the State and SAWPA as the consultant's contract would be paid for using Proposition 84 Integrated Regional Water Management State funding. Travel, per diem costs and overhead not directly related to project costs are not eligible for repayment. The State standard conditions that will be incorporated into the contract(s) with the contracted entity are attached. The SAWPA Standard General Services Agreement (GSA), which is also attached, will be included in the contract.

Funding, provided by the State through the grant, for the services will be provided within approximately 120 days upon receipt of invoice by SAWPA. SAWPA shall withhold retention per the State Grant Conditions attached.

The contract will continue for approximately 6-8 months.

## Award:

Upon award selection, a single final contract will be negotiated and finalized. However, if needed, SAWPA reserves the right to award one contract, multiple contracts or no contract, whichever is in the best interest of SAWPA.

SAWPA may negotiate contract terms with the tentatively selected consultant prior to award, and expressly reserves the right to negotiate with several offerors simultaneously and, thereafter, to award a contract to the offeror offering the most favorable terms to SAWPA.

## Questions:

Please direct questions to Ian Achimore, SAWPA Senior Watershed Manager, [iachimore@sawpa.org](mailto:iachimore@sawpa.org), (951) 354-4233.

## Attachments

1. SAWPA Standard GSA
2. State Grant Conditions (from Grant Agreement 4600010903)



**SANTA ANA WATERSHED PROJECT AUTHORITY**  
**AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT**

This Agreement is made this \_\_\_ **day of** \_\_\_\_\_, **2016** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and \_\_\_\_\_ ("Consultant") whose address is \_\_\_\_\_.

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

**AGREEMENT**

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

**ARTICLE I**

**TERM OF AGREEMENT**

**1.01** This agreement shall become effective on the date first above written and shall continue until **December 31, 2020**, unless extended or sooner terminated as provided for herein.



## **ARTICLE II**

### **SERVICES TO BE PERFORMED**

**2.01** Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

**2.02** Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

## **ARTICLE III**

### **COMPENSATION**

**3.01** In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

**3.02** Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

**3.03** Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

**3.04** Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

## **ARTICLE IV**

### **CONSULTANT OBLIGATIONS**

**4.01** Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

**4.02** Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

**4.03** Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:

**4.03a** Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01

covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

**4.03b** Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability;

**4.03c** Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.

**4.03d** Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;

**4.03e** Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

**4.03f** Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the

negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

**4.04** Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

**4.05** In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

**4.06** In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

## **ARTICLE V**

### **SAWPA OBLIGATIONS**

**5.01** SAWPA shall:

**5.01a** Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

**5.01b** Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

## **ARTICLE VI**

### **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

**6.01** During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

**6.02** In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

**6.03** Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

**6.04** In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

## **ARTICLE VII**

### **CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS**

**7.01** In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No

Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

## **ARTICLE VIII**

### **TERMINATION OF AGREEMENT**

**8.01** In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

**8.02** Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

**8.03** In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

## **ARTICLE IX**

### **CONSULTANT STATUS**

**9.01** Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

**9.02** Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

## **ARTICLE X**

## **AUDIT AND OWNERSHIP OF DOCUMENTS**

**10.01** All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

**10.02** Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

**11.01** This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

**11.02** Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**11.03** In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.

**11.04** Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

**11.05** Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

**11.06** SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

**11.07** Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

**11.08** During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-



discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**In witness whereof**, the parties hereby have made and executed this Agreement as of the day and year first above-written.

**SANTA ANA WATERSHED PROJECT AUTHORITY**

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Celeste Cantú, General Manager Date

**(CONSULTANT NAME)**

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*(Signature)* Date Typed/Printed Name

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project(s) or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

**D.3) AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**D.4) AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

**D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

**D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After

completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:  
Environmental Information: <http://ceres.ca.gov/ceqa/>  
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's

contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
  - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited



and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - i) The dangers of drug abuse in the workplace,
  - ii) Grantee's policy of maintaining a drug-free workplace,
  - iii) Any available counseling, rehabilitation, and employee assistance programs, and
  - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.

- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or



- b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.43) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.



Submission of Qualifications  
**SANTA ANA WATERSHED PROJECT AUTHORITY**  
Frequently Asked Questions (FAQ) on Conservation-Based Water Rates



Submitted // October 14, 2016

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# CV STRATEGIES

PRECISION IN PERCEPTION<sup>SM</sup>

.....

## PALM DESERT

73700 Dinah Shore Dr, Ste 402  
Palm Desert, CA 92211  
760.776.1766

## CORONA

1295 Corona Pointe Ct, Ste 104  
Corona, CA 92879  
951.707.6356

## SACRAMENTO

1822 21st Street, Ste 105  
Sacramento, CA 95811  
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# 1. Firm Qualifications





# Firm Qualifications



Founded in 2007 by former television news director Erin Gilhuly, CV Strategies focuses on helping clients blend media, messaging and audiences effectively to garner support. With offices in Corona, Palm Desert and Sacramento, and clients across California, our team members have a deep knowledge of the intricacies of state, regional and local issues.

CV Strategies is one of the largest comprehensive communications and public engagement firms serving greater Riverside and San Bernardino counties. Our team's understanding of the world of water and its complexities is unsurpassed in the region; we are currently engaged in active, ongoing communications initiatives with more than 40 water agencies across the state, tackling issues from conservation to capital improvement projects to water litigation matters. We work as the communications officer for numerous water districts and are engaged in a variety of multiple-agency conservation campaigns within the region.

CV Strategies consultants effectively collaborate with municipal staff, appointed and elected officials, as well as nonprofit and corporate executives. Our broad level of experience in public and government relations makes our organization the superb choice for this specialized task.

## THE CV STRATEGIES NEXUS



**WE KNOW WATER.** With more than 40 current water district clients across the state, CV Strategies consultants have an intimate knowledge of the water industry and its nuances, and are well versed in the tactics that enhance customer engagement and messaging success.



**WE UNDERSTAND CALIFORNIA.** CV Strategies has worked extensively throughout the State of California, particularly for water purveyors. We understand the unique relationships among districts, communities, and issues facing the California water industry.



**WE KNOW RATES.** CV Strategies has provided comprehensive messaging support to numerous water agencies engaged in the rate change process. We have fostered community involvement and understanding for agencies of varying sizes and constituencies from developing the message plan to post-implementation outreach. Our experience includes creating an active, two-way dialog that engages and educates ratepayers about fixed and uniform rates, tiered and budget-based rate structures, and other variations.



**WE ARE SKILLED STORYTELLERS.** Our backgrounds in journalism, advertising, design, video and digital production have honed keen storytelling instincts that help create dynamic visuals and compelling copy.



**WE DO ALL OUR WORK IN HOUSE.** CV Strategies offers a full suite of in-house creative services – concepting, copywriting, design, web production, photography, videography, social and digital media. This combined-services approach improves control of costs and deadlines, while close interaction between designers, copywriters and account coordinators results in deliverables that are cohesive, targeted, and harmonious.

# 2. Rate Outreach Scope of Work





# Partial Client List

We have provided retail water agencies with public relations services for proposed water rates adjustments.



Below is a brief list of pertinent agencies for which CV Strategies has developed rates messaging campaigns:

- City of Santa Paula
- City of Vallejo
- Coachella Valley Water District
- Coachella Water Authority
- Cucamonga Valley Water District
- East Valley Water District
- Elsinore Valley Municipal Water District
- Indio Water Authority
- Jurupa Community Services District
- Mission Springs Water District
- Rialto Water Services
- Rowland Water District
- San Bernardino Municipal Water Department
- Walnut Valley Water District
- Western Municipal Water District
- City of Oxnard



# Rowland Water District//

Water Rates Outreach Support  
August 2011–Present

Rising costs of imported water and operation led Rowland Water District (RWD) to seek rate increases. CV Strategies was asked to lead the rate increase outreach and develop notifications. CV Strategies has managed the district's public information for several years.

Alongside district leadership, CV Strategies developed a comprehensive plan on rate increase outreach. Messaging focused on value, efficiency, and fairness of the new rates while also explaining the forces leading to the rate increase. Existing messaging vehicles and opportunities were leveraged. CV Strategies created a thorough and easily digestible 218 notice filled with infographics and visuals to help engage readers while also highlighting RWD actions that help keep costs low. CV Strategies also trained customer service personnel and established the formal rate hearing procedures.

**RIISING IMPORTED WATER COSTS DEMAND LONG-TERM PLANNING**

Rowland Water District currently imports 100 percent of its potable water supply from Metropolitan Water District of Southern California (Metropolitan). This water, which is transported from hundreds of miles away in Northern California and the Colorado River, is purchased through Three Valleys Municipal Water District, a wholesale water agency that sells Metropolitan water.

Metropolitan has announced proposed increases in its wholesale water rate of 5 percent for the next two years and 5 percent per year thereafter. Because RWD purchases Metropolitan's water, these increases, which begin on January 1, 2013, will increase the District's cost to provide water service within its service area.

It currently costs RWD about \$9.3 million to purchase water each year from Metropolitan. For years, RWD has been exploring options for securing local water, rather than importing water from hundreds of miles away.

While innovation will cost the District money in the short term, RWD expects the return on our initial investment to permanently enhance our customers' water supply reliability.

Securing additional sources will give the District more independence and flexibility, with a diverse water portfolio rather than a single water source. In addition, water from other supplies in Southern California will cost the District less in the long term.

For example, it will cost approximately \$750,000 to be pipeline from La Habra Heights County Water District to this water. Water will be delivered from a newly near Southern California groundwater source. This investment expected to pay for itself in about 8-10 years, and it will to the District's reliance upon imported water supplies by about percent.

RWD is also in the process of negotiating to secure additional nearby sources with excess water production capacity, means RWD could reduce its dependence on water imports from Northern California and the Colorado River by up to percent by 2017.

These agreements require careful planning and partner with other water agencies and cities, and involve substantial investment. Because of the District's history of fiscal responsibility, RWD is in a position to acquire low-interest government loan and grant for many of these proposed projects. Even with initial investment in these projects, this future-forward approach will ultimately keep rates low and secure the area's water for generations to come.

**ROWLAND WATER DISTRICT**

**ATTENTION PUBLIC MEMBERS:**  
Rowland Water District is holding a public hearing on the proposed 2013 rates for water and sewer service.  
Monday, October 7, 2012  
6:00 PM  
Rowland Water District Board Room  
3021 Fullerton Road, Rowland Heights, CA 91748

**COMPREHENSIVE FINANCIAL STATEMENTS**

Account	2011 Actual	2010 Actual	2009 Actual	2008 Actual	2007 Actual
Water	100.00	100.00	100.00	100.00	100.00
Sanitary Sewer	100.00	100.00	100.00	100.00	100.00
Stormwater	100.00	100.00	100.00	100.00	100.00
Administrative	100.00	100.00	100.00	100.00	100.00

**LAND ACQUISITION COSTS**

Account	2011 Actual	2010 Actual	2009 Actual	2008 Actual	2007 Actual
Water	100.00	100.00	100.00	100.00	100.00
Sanitary Sewer	100.00	100.00	100.00	100.00	100.00
Stormwater	100.00	100.00	100.00	100.00	100.00
Administrative	100.00	100.00	100.00	100.00	100.00

**ADJUSTING UNEXPECTED WHOLESALE WATER COSTS**

Water is the most expensive utility service in the world. It is also the most essential. Water is a finite resource, and its availability is becoming increasingly uncertain. As a result, water prices are rising rapidly. This is due to a number of factors, including:

- Increasing demand for water in arid regions.
- Limited water supplies in many areas.
- Rising costs of water treatment and distribution.
- Increasing competition for water from other users.

As a result, water prices are rising rapidly. This is due to a number of factors, including:

- Increasing demand for water in arid regions.
- Limited water supplies in many areas.
- Rising costs of water treatment and distribution.
- Increasing competition for water from other users.

**HOW TO PARTICIPATE**

Public Hearing on the Proposed 2013 Rates for Water and Sewer Service  
Monday, October 7, 2012  
6:00 PM  
Rowland Water District Board Room  
3021 Fullerton Road, Rowland Heights, CA 91748

**WHERE YOUR DOLLARS GO:**  
The graphic below shows how RWD allocates each dollar of revenue from customers.

Category	Percentage
Water & Power	45%
Debt	18%
Admin	18%
Capital	7%
Miscellaneous	4%
Operations & Maintenance	6%

**OPERATIONS & MAINTENANCE 6%**

**WATER & POWER 45%**

**DEBT 18%**

**ADMIN 18%**

**CAPITAL 7%**

**MISCELLANEOUS 4%**





# City of Santa Paula //

Water Rates Outreach Support  
May 2013 - June 2013

CV Strategies and the City of Santa Paula put forth an effort to thoughtfully prepare a questionnaire for local customers determining the best course of action for water rates. Survey questions tested the importance of water issues and perceptions of water rates. Ultimately, the survey results established a roadmap for how best to design communication and outreach efforts on behalf of the City.

The data collected by CV Strategies provided a baseline understanding of how much education was required for the City for effective water rates communications. This survey was crucial in determining the next steps ahead for messaging objectives as CV Strategies continued to provide outreach support.

**AGENDA**  
**SEWER AND WATER RATE AD HOC COMMITTEE MEETING**  
WEDNESDAY, MAY 29, 2013 - 6:30 PM  
COMMUNITY CENTER

1. CALL TO ORDER
2. ROLL CALL
3. ORDER OF BUSINESS
  - A. Follow up presentation by staff to May 13th meeting regarding the possible restructuring of current water and sewer rates and the current methodology for establishing water and sewer rates. Topics for discussion include the following:
    - I. Responses to Resident Questions
    - II. Review of Current Water and Sewer Rates
    - III. Upcoming Rate Study & Timing
    - IV. Overview of Possible Rate Structures and Methodology
  - B. Further public input and questions
  - C. Public Comments and discussion regarding the restructuring of current water and sewer rates and the current methodology for establishing water and sewer rates
4. ADJOURNMENT

City of Santa Paula | P.O. Box 300, Santa Paula, CA 93060 | www.cityofsantapaula.com

**WE NEED YOUR INPUT.**

The City of Santa Paula values feedback from all members of the community to be able to make the best policy decisions for our citizens. We are currently exploring potential changes to our water and sewer rates. Your suggestions and ideas are welcome through our process.

Thank you for your participation.

**PLEASE INCLUDE YOUR QUESTIONS & COMMENTS:**

Name (OPTIONAL): \_\_\_\_\_  
Address (OPTIONAL): \_\_\_\_\_  
E-mail Address (OPTIONAL): \_\_\_\_\_  
Comments: \_\_\_\_\_

Please mail form to:  
SANTA PAULA CITY CENTER, 100 E. Main St., Santa Paula, CA 93060 | www.cityofsantapaula.com

**WE NEED YOUR INPUT.**

The City of Santa Paula values feedback from all members of the community as we strive to make the best policy decisions for our citizens. We are currently exploring potential changes to our water and sewer rates. Your suggestions are welcome as we work together to build solutions.

Thank you for your participation.

**NECESITAMOS DE SU OPINIÓN.**

La ciudad de Santa Paula toma en cuenta las opiniones de todos los miembros de la comunidad mientras nos esforzamos para tomar las mejores decisiones políticas para nuestros ciudadanos. Actualmente estamos explorando posibles cambios a nuestras tarifas de agua y sistema de drenaje. Sus sugerencias son bienvenidas mientras trabajamos juntos para crear soluciones.

Gracias por su participación.

**PLEASE INCLUDE YOUR QUESTIONS & COMMENTS / POR FAVOR INCLUYA SUS PREGUNTAS & COMENTARIOS:**

NAME (OPTIONAL) / NOMBRE (OPCIONAL): \_\_\_\_\_

ADDRESS (OPTIONAL) / DIRECCIÓN DE CORREO (OPCIONAL): \_\_\_\_\_

E-MAIL ADDRESS (OPTIONAL) / DIRECCIÓN DE CORREO ELECTRÓNICO (OPCIONAL): \_\_\_\_\_

COMMENTS / COMENTARIOS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

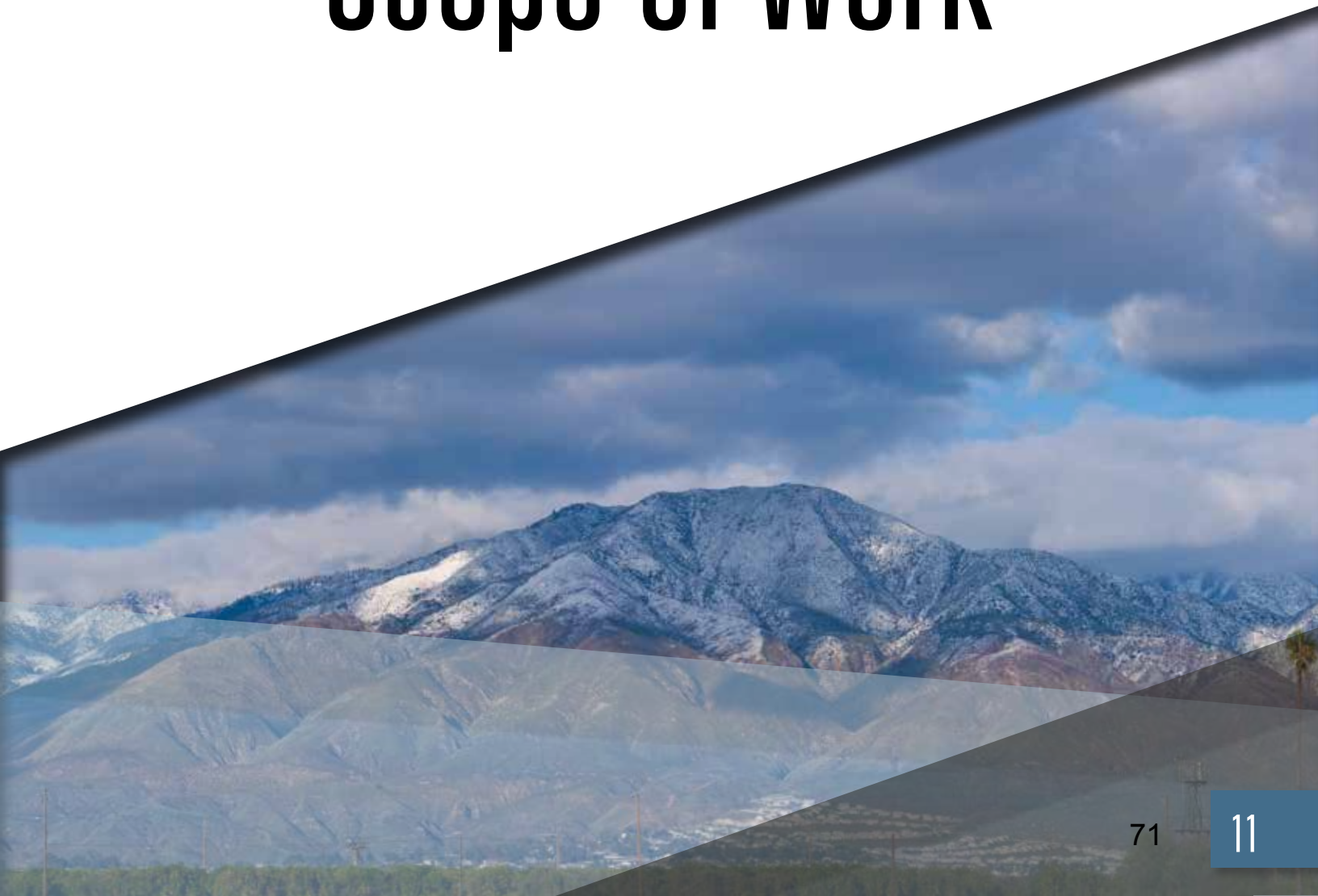
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City of Santa Paula | P.O. Box 300, Santa Paula, CA 93060 | www.cityofsantapaula.com



# 3. Budget-Based Rates Outreach Scope of Work





# Partial Client List

We have provided retail water agencies with public relations services for proposed water rates adjustments.



Below is a brief list of pertinent agencies for which CV Strategies has developed budget-based rates messaging campaigns:

- Coachella Valley Water District
- East Valley Water District
- Elsinore Valley Municipal Water District
- Indio Water Authority
- Jurupa Community Services District
- Western Municipal Water District



# Coachella Valley Water District //

Budget-based Rates Outreach Support  
 March 2015 - Present

In 2015, CV Strategies worked with Coachella Valley Water District (CVWD) to develop a strategic communications outreach plan for proposed water rate adjustments. After a concentrated effort with public affairs staff to reach a consensus on approach, CV Strategies prepared an easy-to-understand narrative and developed targeted material for customers in English and Spanish. The outreach campaign aimed to inform local customers about their water quality, reasons behind water rates adjustments, and how this would affect their monthly water bill.

Along with strategic messaging, CV Strategies assisted with the development and design of a Proposition 218 notice regarding domestic rates and Replenishment Assessment Charge (RAC) rates. The notice educated ratepayers on their water service and the upcoming proposed course of action.

CV Strategies extended the outreach campaign through facilitating public meetings and creating talking points regarding water rates. This ensured outreach success through consistency in messages and solid stakeholder comprehension. Because of CV Strategies' ongoing public outreach efforts in the Coachella Valley, specifically with water issues, the community outreach is still ongoing and assisted in the Board of Directors' approval for the adjustments.

**WE'RE SERIOUS ABOUT SAVING 36%**  
 Subsidized water rates help pay for the investment and maintenance of our water infrastructure. This means that we can provide you with clean, safe water at a lower cost than you would otherwise pay. We're serious about saving 36% on our water rates. This means that we can provide you with clean, safe water at a lower cost than you would otherwise pay.

**NOTICE OF PUBLIC HEARING AND PROTEST INSTRUCTIONS FOR PROPOSED CHANGES TO WATER RATES AND RATE STRUCTURE**  
 Date: June 14, 2016 Location: Steve Robbins Administration Board Room 75514 Hawley Lane, Palm Desert, CA 92211 Time: 9:00 a.m.

**IMPORTANT INFORMATION ABOUT YOUR RATES**  
 The Coachella Valley Water District (CVWD) Board of Directors will conduct a public hearing to consider a proposed schedule of increases and changes to the rates and charges for domestic water service provided to residential and commercial customers. If approved by the CVWD Board of Directors, the increase would take effect on July 1, 2016, with subsequent increases proposed annually over the next four years.

**WHY HAVE I RECEIVED THIS NOTICE?**  
 CVWD is conducting a public hearing to consider a proposed schedule of increases and changes to the rates and charges for domestic water service provided to residential and commercial customers. If approved by the CVWD Board of Directors, the increase would take effect on July 1, 2016, with subsequent increases proposed annually over the next four years.

**ABOUT THE DISTRICT**  
 CVWD is a public utility providing water service to over 135 million gallons of water daily to over 100,000 customers in the Coachella Valley. CVWD is committed to providing high-quality water service to our customers and to protecting the environment.

**CONSERVATION PROGRAMS**  
 CVWD is implementing water conservation programs by offering rebates and incentives to help our customers conserve water. These programs include rebates for water-saving devices and incentives for water-saving practices.

**RESIDENTIAL RATE COMPARISON**  

Year	2015	2016	2017	2018	2019	2020
Domestic	\$1.20	\$1.25	\$1.30	\$1.35	\$1.40	\$1.45
Commercial	\$2.50	\$2.60	\$2.70	\$2.80	\$2.90	\$3.00
Industrial	\$4.00	\$4.20	\$4.40	\$4.60	\$4.80	\$5.00

**KEEPING COSTS AS LOW AS POSSIBLE**  
 CVWD is committed to keeping costs as low as possible for our customers. We do this by investing in infrastructure and conservation programs that reduce water loss and improve efficiency.

**DRINKING WATER SYSTEM MAINTENANCE & IMPROVEMENT**  
 CVWD is investing in drinking water system maintenance and improvement projects to ensure that we provide our customers with high-quality water. These projects include pipe replacement and water treatment facility upgrades.



# Elsinore Valley Municipal Water District //

Budget-based Rates Outreach Support  
March 2015 to June 2015

In 2014, CV Strategies was hired by the Elsinore Valley Water District to create, develop and help implement an outreach plan for the adjustment of non-drought water rates, water service charges and drought rates. CV Strategies cultivated a robust communications plan for this effort. CV Strategies conducted a communications assessment that monitored the pulse of community outreach to residents, businesses and other stakeholders. Our firm created specific outreach campaigns involving a wide range of materials, including handouts and presentations for public meetings, coordinated collateral with easy to understand information, mailers and more.

EVMWD began development of its 218 notice with a number of overlapping goals and in the planning and development of outreach materials, the document development team focused on creating materials that would foster and guide two-way dialog among its ratepayers. Numerous approaches, designs, and content options were considered and vetted. CV Strategies also assisted in leading community events which required outreach, including press releases, postcards, newsletters, social media updates, media buys, and more. Outreach materials were designed so that customers could easily find relevant information, and were recognized by the Public Relations Society of America.

The scope of this information included: why rate changes were being considered, how the District was keeping costs as low as possible, a discussion of potential changes and their impacts, which conservation and rebate programs were available, and how customers could participate in the decision-making process. In addition to addressing topics of relevance to customers, EVMWD developed compelling and straightforward visuals that described complex issues, such as how much of each ratepayer dollar would go toward water supply, operations, administrative services, capital, and debt. The Proposition 218 notice then provided a clear depiction of proposed water rates with a table expressing tiers and rate changes through the fiscal years.

### NOTICE OF PUBLIC HEARING

Date: Thursday, July 23, 2015  
Time: 4:00 p.m.  
Location: Elsinore Valley Municipal Water District Board Room  
31315 Chaney St., Lake Elsinore, CA 92531

The Elsinore Valley Municipal Water District (EVMWD) Board of Directors will conduct a public hearing to consider a proposed schedule of increases to the rates the district will charge for water service over the next two years.

This notice is being sent to all property owners and customers of record whose parcels receive service for which the rates and charges are imposed. The proposed rate adjustments will be applicable to all parcels that receive water service from the Elsinore Valley Municipal Water District.

The public hearing will be conducted at the time, date and location specified above to consider possible adjustments to EVMWD's non-drought water rates and water service charges, as well as drought rates, which will only be implemented in the event that it becomes necessary to maintain revenue stability and to ensure there is a safe and reliable water supply during the drought to meet essential water use.

All members of the public are invited to attend the hearing. Additionally, all property owners and any tenants directly responsible for water services may submit

### WHY HAVE I RECEIVED THIS NOTICE?

This notice has been prepared by the Elsinore Valley Municipal Water District (EVMWD) to inform you of the proposed changes to its water rates and charges. To continue EVMWD's commitment to transparency, we are providing you with this notice and a public hearing.

### ABOUT YOUR DISTRICT

EVMWD provides 600,000 gallons of water and wastewater to over 150,000 customers. EVMWD is a public agency of the State of California. EVMWD is a member of the California Water Service Association (CWSA), the California Water Service Association's (CWSA) California Water Service Association (CWSA) and the State Water Project. EVMWD also provides water to several of its member agencies from the State Water Project.

The District's Board of Directors is authorized to set rates, fees and charges for water supply, operations, and debt financing of major improvements.

- Customer Service
- Water Supply
- Debt Financing of Major Improvements
- Customer Rate Determination System Budget
- Environmental Compliance

### WATER RATE BREAKDOWN

Effects of rising costs on customers

Category	Water Supply	Delivery Cost	Capital Cost	Conservation	Recycled Water Costs	Revenue Effect
Water	High	High	High	Low	High	High
Other	Low	Low	Low	High	Low	Low

HERE DOES EACH DOLLAR GO?

### WATER BUDGET TIERS MADE SIMPLE

EVMWD customers have been on a budget based rate structure since 2009. Research and customer feedback has indicated this is a fair and equitable method for charging residential and commercial customers for their water use. EVMWD is now considering simplifying the rate structure. The new rate structure will eliminate one of the tiers in the residential, landscape irrigation, and recycled water structure and shift irrigation only accounts all their own tiered rate structure.

As a leader in establishing a budget based rate structure, EVMWD is proud that the current system has achieved our objective of increasing water use efficiency within the District. The analysis of our rates in ongoing so we evaluate expenses such as water supply, energy, maintenance and more. It is our shared responsibility to ensure the cost of service reflects the rate structure and customers are charged equitably for only their water use, not their neighbor's.

After careful consideration, EVMWD is proposing a simplified rate structure that will increase customer understanding and address drought conditions and government mandates that have created a "new normal" for water districts across the state.

The new residential structure accounts for the new

### The Water Log Special Edition

#### EVMWD CONSIDERS CHANGES TO WATER BUDGET STRUCTURE

EVMWD is looking this spring to simplify the already successful budget based structure to ensure EVMWD's structure works with staff to continue to analyze and evaluate water rates and related services. EVMWD is committed to transparency and connecting with customers regarding any proposed changes in rates and rate structures.

EVMWD remains committed to its mission to provide high quality, reliable water at an equitable cost to its customers. As California faces one of its most serious drought conditions, EVMWD is committed to providing water to its customers. Since EVMWD implemented water budget rates the past few years, EVMWD has received positive feedback from customers who have shared with us their concerns and suggestions. EVMWD is committed to transparency and connecting with customers regarding any proposed changes in rates and rate structures.

EVMWD is in the process of reviewing the new tiered rate structure. Along with this special edition, EVMWD is also exploring a water rate structure which considers changes to rates including long-term expenses such as energy, maintenance, infrastructure, treatment, delivery and supply. These changes will be the subject of a public hearing in the fall. For more information on the water budget rates and available information visit [www.evmwd.com](http://www.evmwd.com) or at the regional coordination website, [www.water.org](http://www.water.org).

**DID YOU KNOW?**  
EVMWD is the only water utility in California that has been recognized as a "Top 100 Water Utility" for over 10 years. EVMWD is also a member of the California Water Service Association and the State Water Project for more than 50 years of the water supply. An honored member of regional water supply, EVMWD is committed to providing water to its customers. Visit [www.evmwd.com](http://www.evmwd.com) for more information.

Water Rates	Non-Drought Rates	3a	3b	3c	4a	4b	4c	5a	5b	5c
<b>ELSINORE &amp; TEMESCAL WATER RATES</b>										
Indoor Use	\$2.25	\$0.35	\$0.48	\$0.60	\$0.71	\$0.85	\$0.99	\$1.16	\$1.39	\$1.78
Outdoor Use	\$2.75	\$0.42	\$0.58	\$0.73	\$0.86	\$1.04	\$1.21	\$1.41	\$1.70	\$2.18
Inefficient Use	\$4.34	\$0.66	\$0.93	\$1.16	\$1.37	\$1.64	\$1.91	\$2.24	\$2.69	\$3.44
Excessive Use	\$6.26	\$0.98	\$1.34	\$1.67	\$1.98	\$2.37	\$2.76	\$3.23	\$3.87	\$4.96
<b>RECYCLED WATER</b>										
Outdoor Use	\$2.83	\$0.43	\$0.60	\$0.75	\$0.89	\$1.07	\$1.24	\$1.45	\$1.75	\$2.24
Inefficient Use	\$4.52	\$0.69	\$0.97	\$1.21	\$1.43	\$1.71	\$1.99	\$2.34	\$2.80	\$3.58
Excessive Use	\$6.84	\$1.07	\$1.46	\$1.83	\$2.16	\$2.59	\$3.01	\$3.53	\$4.23	\$5.42
<b>NON-WATER BUDGET</b>										





# Indio Water Authority //

Budget-based Rates Outreach Support  
October 2013 - Present

CV Strategies worked with Indio Water Authority as it reviewed and ultimately implemented a rate restructuring and simultaneous base charge increase. At the onset of the project we worked with District staff to develop a tactical outreach plan, laying out the timeline and identifying significant stakeholders. Key components of our outreach efforts included a public committee on rates and targeted meetings. From these, community members championed the restructuring and increase – writing op-eds, and even speaking at city council meetings and at the rate hearing.

Additionally, CV Strategies targeted large commercial and irrigation users and residential customers who would be in tiers four and five with presentations tailored to their needs. These bilingual presentations highlighted ways that Indio Water Authority was working with customers to help reduce water waste. Each attendee reviewed their projected bill and learned about variance policies that made the rate structure fair for diverse groups with different needs.

**Indio Water Authority**  
Your Water. Our Responsibility.

**NOTICE OF PUBLIC HEARING**  
Proposed adjustments to Water Rate Structure, Rates and Charge  
Date: Tuesday, October 1, 2013  
Time: 4 p.m.  
Location: Indio City Council Chambers  
150 Civic Center Mall, Indio, CA 92201

Please take notice: The City Council will be conducting a public hearing on the proposed adjustments to the Water Rate Structure, Rates and Charge on Tuesday, October 1, 2013, at 4 p.m. at the Indio City Council Chambers, 150 Civic Center Mall, Indio, CA 92201. The public hearing will be conducted in accordance with the California Constitution. The notice is being published in accordance with the California Constitution and the Government Code. The public hearing is open to all interested parties. The City Council will be considering the proposed adjustments to the Water Rate Structure, Rates and Charge and will make a decision on whether to approve the proposed adjustments. The City Council's decision will be final and binding. The public hearing is being held to provide an opportunity for the public to be heard and to provide input on the proposed adjustments. The City Council will be considering the proposed adjustments and will make a decision on whether to approve the proposed adjustments. The City Council's decision will be final and binding. The public hearing is being held to provide an opportunity for the public to be heard and to provide input on the proposed adjustments.

**Commit 2 Conserve**  
DROUGHT UPDATE: New Drought Penalty in Effect

Indio Water Authority (IWA) has adopted drought penalties as an added measure to encourage customers to conserve water and to help offset the impact of the 2013-2014 budget deficit. Starting on or after January 1, 2014, the new drought penalty will be applied to monthly water bills. The penalty is applied to monthly water use that exceeds the 2013-2014 budget plus 75% of Tier 4 usage.

**Drought Penalties According to Tier Classification**

TIER	% of BUDGET USE	STANDARD RATE	DROUGHT PENALTY
1	0-100%	\$0.90/ccf	None
2	101-125%	\$1.35/ccf	None
3	126-150%	\$1.80/ccf	\$2.33/ccf
4	151-200%	\$2.71/ccf	\$4.65/ccf
5	201% and over	\$3.60/ccf	\$6.20/ccf

Individual water budgets are located on your monthly billing statement.

**MANDATORY OUTDOOR WATERING SCHEDULE**

Indio Water Authority  
Your Water. Our Responsibility.

Service	Rate
Water	\$0.90/ccf
Wastewater	\$0.90/ccf
Stormwater	\$0.90/ccf
Sanitary Sewer	\$0.90/ccf
Electricity	\$0.90/ccf
Gas	\$0.90/ccf
Telephone	\$0.90/ccf
Cable TV	\$0.90/ccf
Internet	\$0.90/ccf
Other	\$0.90/ccf

**2013 CONSUMER CONFIDENCE REPORT**

Know Your Water  
The water you drink is safe and healthy. It's also a precious resource that we need to protect. Indio Water Authority (IWA) is committed to providing you with the highest quality water possible. We use advanced treatment processes to ensure that the water you drink is safe and healthy. We also have a variety of water conservation programs to help you save water and reduce your water bills. We are committed to providing you with the highest quality water possible. We use advanced treatment processes to ensure that the water you drink is safe and healthy. We also have a variety of water conservation programs to help you save water and reduce your water bills.

**2015 Consumer Confidence Report**

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**Indio Water Authority**  
Your Water. Our Responsibility.

**Water Rate Structure Advisory Committee**

Indio Water Authority (IWA) is considering implementation of a new water rate structure. IWA is seeking customer input and is looking for community members to join our Water Rate Structure Advisory Committee. The committee will help guide IWA in its search for a new water rate structure that is fair and reflects the cost of the water. The committee will also help IWA in its search for a new water rate structure that is fair and reflects the cost of the water. The committee will also help IWA in its search for a new water rate structure that is fair and reflects the cost of the water.

**Committee Responsibilities:**

- Study the final report on water rate structure and the final recommendation.
- Give input for community education, meetings, meetings and reports.
- Review systems for long-term and short-term recommendations for staff and the WRA Board.
- Consider providing staff with water rate structure. Applications are due by 5 p.m. Monday, April 15, 2014.

Return hearings via mail or in person: Indio Water Authority, 83-101 Avenue 45, Indio, CA 92201  
Complete and return via web: www.indiowater.org/WRAApplication

**Commit 2 Conserve**  
Destination Conservation  
Destination of Conservation

**Know Your Rebates!**  
Panties and Reimbos!

**INDOOR » INTERIOR DE CASA**  
Low-flush toilets  
Inodoro de bajo flujo  
Eléctricos ahorradores de agua  
Lavadora eficiente

**OUTDOOR » EXTERIOR DE CASA**  
Irrigation & smart controllers  
Riego automático de riego  
Turf removal - Projects of all sizes  
Eliminación del césped (corte)

We're committed to helping you save even more.  
Estamos comprometidos a ayudarle a ahorrar aún más.

To learn more visit [indiowater.org](http://indiowater.org)  
Para aprender más visite [indiowater.org](http://indiowater.org)  
(760) 391-4288 | 13101 AVENUE 45 | INDO, CA 92201

Indio Water Authority  
Your Water. Our Responsibility.

**Indio Water Authority**  
Your Water. Our Responsibility.

**2015 Consumer Confidence Report**

Know Your Water  
The water you drink is safe and healthy. It's also a precious resource that we need to protect. Indio Water Authority (IWA) is committed to providing you with the highest quality water possible. We use advanced treatment processes to ensure that the water you drink is safe and healthy. We also have a variety of water conservation programs to help you save water and reduce your water bills. We are committed to providing you with the highest quality water possible. We use advanced treatment processes to ensure that the water you drink is safe and healthy. We also have a variety of water conservation programs to help you save water and reduce your water bills.



## 4. Client References

- **John Rossi, General Manager**
- **Western Municipal Water District**
- 14205 Meridian Pkwy, March Air Reserve Base, CA 92508
- 951-571-7100 | [jrossi@wmwd.org](mailto:jrossi@wmwd.org)
- 
- **Greg Morrison, Director of Legislative & Community Affairs – Elsinore Valley Municipal Water District**
- 31111 Greenspot Rd, Highland, CA 92346
- (951) 894-8702 | [gmorrison@evmwd.net](mailto:gmorrison@evmwd.net)
- 
- **Doug Headrick, General Manager**
- **San Bernardino Valley Municipal Water District**
- 380 East Vanderbilt Way, San Bernardino, CA 92408
- (909) 387-9200 ext. 2353 | [dough@sbsvmwd.com](mailto:dough@sbsvmwd.com)



# 5-6. Billable Rates





**Strategic Counsel** – CV Strategies provides valuable insight on operations, communications and government relations. This high-level support will help specifically guide outreach and stakeholder-relations efforts.



**Legislative Support** – We know local and regional players. Working with staff to prepare legislative documents and research relevant policy will help create an atmosphere for successful policy development and implementation.



**Media Relations** – Staff members at CV Strategies have years of experience in newsrooms and with print media, as well as close relationships with local journalists. We understand how to develop press releases and media alerts that will stand above the rest and achieve results.



**Collateral Development** – CV Strategies sees the value in creating compelling, engaging pieces that connect with customers. Our expertise yields a professional product guided by the agency's communications strategy and vision.



**Design Services** – From web to advertisements to document design, CV Strategies' in house design team can turn dry copy into dramatic visual storytelling



**Training** – Focused sessions help staff and elected officials to hone in on skills that are foundational for agency communication efforts. We build employee confidence and competence through training that includes role-play, practice and guide materials for ongoing support



**Photography and Video Services** – Given the importance of visual communication, CV Strategies staffs both a photographer and videographer to create and enhance images and video content that complements compelling written content and tells your story.



**Social Media** – Our firm crafts compelling social media that registers high viewership and drives public engagement.



**Translation** – Our skilled translator on staff can quickly transform written content into Spanish, or assist with community meetings by providing on-the-fly translation services.

## ..... Rates for Professional Services .....

CV Strategies team members provide services at the following rates:

>> President - \$240/hour

>> Vice-President - \$200/hour

>> Account Manager - \$175/hour

>> Design/Video/Photography - \$150/hour

>> Translation - \$125/hour

>> Administrative Services - \$100/hour

CV Strategies does all video, graphics, photography & web services in house.

## ..... Terms & Conditions .....

Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed \$250 per item). This includes all anticipated hard costs including printing, mailing, photography, video, web hosting, advertising, etc. Required travel mileage will be billed at the published IRS rate.

All services and hard costs will be billed monthly. Invoices should be paid in full upon receipt.



# 7. Key Personnel



# ERIN GILHULY

President & Founder

EDUCATION

**University of Southern California**

Los Angeles, California

Bachelor of Arts Degree //  
Broadcast Journalism

AWARDS & APPOINTMENTS

**Pacific Southwest Chapter Emmy //**

*Best Newscast Winner*  
June 2004

**Pacific Southwest Chapter Emmy Nominee //**

*Best Newscast*  
June 2005

**Communicator Award Winner //**

*Breaking News*  
January 2006

**Bill Stout Memorial Award of Excellence Winner**

March 2006

**Best Spot News Coverage Winner**

March 2006

**Mark Twain Associated Press Award Nominee //**

*Best Newscast*  
March 2006

**Pacific Southwest Chapter Emmy Nominee //**

*Best Newscast*  
April 2006

## Work Experience

**CV Strategies // 2007 – Current**

*President*

- Owner and operator of strategic communications firm serving large and small clients throughout Southern California and beyond.
- Responsible for facilitating and developing award-winning strategic plans for public sector clients.
- Skilled at demonstrating to clients how to execute the strategic plan, once adopted.
- Specialist in all forms of communication dissemination, including targeted messages that engage stakeholders in the strategic planning process and ultimate buy-in.
- Skilled at multiple audience management using public relations, community relations and government relations as well as guerilla tactics and whisper strategies.
- Responsible for oversight and direction for all client messaging organization.

**Kiner Communications // 2006 – 2007**

*Vice President, Public Relations*

Responsible for managing all media interaction and public contact points for Kiner Communications and its large client base.

**CBS 2 // 2002 –2006**

*News Director*

Operated and managed 50-person news department for Palm Springs area CBS affiliate since station's launch in the Fall of 2002.

**KESQ TV, KUNA TV, KDFX TV // 1997 – 2002**

*News Director*

Operated and managed 50-person news department for Palm Springs area ABC affiliate.

**KESQ TV // 1995 – 1997**

*Assignment Manager/Managing Editor*

Responsible for all news gathering and content management for Palm Springs area ABC affiliate.

**KFWB AM // 1993 – 1995**

*News Editor*

Responsible for managing news assignments and content gathering for Los Angeles area all-news radio station.

# ALEX ALTMAN

Senior Vice President

EDUCATION

**Columbia University**

New York, New York

Bachelor of Arts // English

*Graduated with  
Departmental Honors*

**Phillips Academy**

Andover, Massachusetts

Secondary School Diploma

SELECT WRITING CREDITS

**Frommer's Travel Guides //**

*New York, New York*

Contributing Author

**New York Magazine //**

*New York, New York*

Contributing Author

**ESPN the Magazine //**

*Bristol, Connecticut*

Contributing Author

**Outside Magazine //**

*Santa Fe, New Mexico*

Contributing Author

**Time Magazine //**

*New York, New York*

Contributing Author

APPOINTMENTS

**Palm Springs Chamber  
of Commerce**

*Director*

## Work Experience

**CV Strategies // 2010 – Current**

*Vice President*

- Expert communications strategy consultant for Inland Empire's largest communications firm.
- Develop strategic plans and strategic communications plans and customized outreach for government, public agency, nonprofit and corporate clients.
- Design, implement and analyze stakeholder surveys; build strategic plans and other recommendations based on survey results.
- Navigate a varied list of clients through a multitude of media, messaging, and audiences.
- Build and develop relationships with local media to enhance messaging opportunities.

**The Public Record // 2008 – 2010**

*Associate Editor*

Weekly features and editorial work for Coachella Valley's Business & Public Affairs Journal.

**The Princeton Review // 2004 – 2007**

*Writer/Editor*

Pitched, planned and authored Best New York City Private and Selective Public Schools, published by The Princeton Review and Random House in September, 2007. Pitched, planned and authored America's Best Boarding Schools. Contributing author: Numerous editions, America's Best Value Colleges, Best 368 Colleges.

**Opus360 // 2002 – 2004**

*Technical Writer*

Documentation developer for human resources management company.

**DoubleClick Inc. // 2000 – 2002**

*Technical Writer*

Documentation author for world's leading Internet advertising company.

**Synergy Medical Systems // 1998 – 2000**

*Technical Writer*

Documentation specialist for medical software development firm.

# TARA BRAVO

Art Director

EDUCATION

**California State University,  
East Bay**

Hayward, California

Bachelor of Science //  
Business Administration  
*Graduated Cum Laude*

**Cogswell Polytechnical  
College**

Sunnyvale, California  
Computer Arts Focus

TECHNOLOGY

**Adobe Creative Suite //**

*InDesign  
Illustrator  
Photoshop  
Dreamweaver  
Flash  
Premier*

**Website Design //**

*HTML  
XML  
Java  
WordPress  
Joomla!*

**Microsoft Office //**

*Word  
Excel  
PowerPoint  
Access  
Publisher*

**3-D Design //**

*3-D Studio Max  
Maya*

## Work Experience

**CV Strategies // 2010 – Current**

*Art Director*

- Leads creative development of collateral for a multitude of client needs including strategic plans, newsletters, postcards, brochures, reports, data sheets, letterhead, business cards and more.
- Designed award-winning strategic plan.
- Develops branding strategies and the elements associated with a consistent brand including logos and color swatches.
- Designs websites and other online presence.

**Bravo Expressions // 2003 – 2010**

*President & Founder*

Designed logos, brochures, datasheets, letterhead, websites, etc. Coordinated multiple tradeshow booths and conferences including: the Infosys Annual Conference and the William Berry Campaigns booth at the American Association of Community Colleges Conference and after party. Sustained an increase in profits and growth of 75% for the first three years of business.

**GMG Distributors // 2006 – 2007**

*Marketing Manager*

Raised \$120,000 of marketing support through vendor relations for 2007, an increase of 23.05% over the previous year. Coordinated the annual GMG Vendor Tradeshow. Produced and coordinated the printing of quarterly catalogs. Provided strategic business analysis for executive level management. Designed, wrote and implemented the 2007 Marketing Program.

**Bay Advanced Technologies // 2000 – 2003**

*Marketing Coordinator*

Designed company website, corporate brochure and all corporate collateral. Handled all event planning in regards to both parties for customers and employees. Created and coordinated all tradeshow presences from 2001-2003, including setup and teardown.

# JANET ZIMMERMAN

Account Executive

EDUCATION

**California State University**

Long Beach

Bachelor of Arts // Journalism

**University of California**

Los Angeles

Undergraduate

SELECT ACCOMPLISHMENTS

**California Newspaper Publishers Association // Better Newspapers Contest**

First Place, Feature Story: "Autism: The Struggle Within"

**Pulitzer Prize Nominee //**

Coverage and special projects: "Reckoning With Homelessness," "Crisis on Tap," about California's water issues, and "Breaking the Silence," about sexual assault.

**USA Today //**

Rewrite desk

## Work Experience

**CV Strategies // 2016 – Present**

*Account Executive*

- Provide strategic communications consultation for diverse groups of corporate, government, non-profit clients.
- Facilitate stakeholder interviews, focus groups and workshops to develop strategic communications plans.
- Perform account management services including: writing, media relations, collateral development and review, video production and media buying.
- Develop sound messaging for lobbying and legislative communications that meet strategic goals.
- Coordinate advertising campaigns that successfully convey key messages and motivate target audiences.

**The Press-Enterprise // 2002 – 2016**

*Staff Writer*

- Writing specialist on water issues and the environment for an external audience of 250,000.
- Extensive public interaction, customer relations and relationship building with leaders in the community.
- Responsibilities included coordinating and creating visuals, editing content, and interacting with customers on Twitter, Facebook and blogs.

**The San Bernardino Sun // 1990 – 2002**

*Staff Writer*

Columnist and reporter generating centerpiece trend stories with graphics and photos; Metro reporter covering healthcare, city and county government, police, courts and breaking news, often working independently under extraordinary circumstances such as wildfires.

**The Daily Pilot, Costa Mesa // 1989-1990**

*Staff Writer*

Metro reporter covering police and general assignment stories.

**City News Service // 1987-1989**

*Reporter/Editor*

Orange County Bureau Chief, coordinating county coverage and news reporting for a regional wire service. Los Angeles general assignment news reporter and weekend editor.



# LYNN OLIVA

Graphic Designer

EDUCATION

## Art Institute of California

Inland Empire, California

Bachelor of Science //

Graphic Design

## Adobe Creative Suite //

InDesign

Illustrator

Photoshop

After Effects

Flash

Premier Pro

## Website Design //

HTML/CCS

## Microsoft Office //

Word

Excel

PowerPoint

Access

TECHNOLOGY

## Work Experience

### CV Strategies // 2015 – Current

Graphic Designer

- Develops a multitude of creative collateral including strategic plans, newsletters, bill inserts, one-sheets, posters, flyers and more.
- Designs elements associated with a consistent branding – including logos, infographics, iconography, and color swatches.
- Creates branding style guides and graphic libraries to ensure consistency and protect brand identity across all platforms.
- Assists in designing website content and graphics.

### The Home Depot // 2014 – 2015

Sign Captain

Designed promotional posters and banners for the HR department and developed a series of hand-made poster art as an in-store designer.

### E-Works Media // 2014 – 2015

Graphic Designer

As a contracted designer, developed layout and editorial designs, infographics, illustrations, logo designs, and truck wraps.

### MOSA Wellness Center // 2011 – 2012

Receptionist & Data Entry Clerk

Enlisted and assisted 60 patients daily along with data entry upkeep.

### Black & White Ink // 2007 – 2009

Medical Biller

Coded daily hospital, doctor and worker's compensation visits. Maintained patient demographics current. Computed all payments, collections issues and charges.

### Target Corp. // 2005 – 2007

Cash Office Specialist

Audited and balanced cashier's change banks; ordered, maintained and distributed change of \$175 for about 25 registers. Prepared bank deposits and submitted bank withdrawals of \$20,000-\$26,000 or more. As a Guest Services Supervisor and Front End Team Lead, trained new employees on hospitality.

# 8. Exceptions

- CV Strategies does not have any exceptions or deviations from the requirements of the RFQ and scope of work.



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Erin Gilhuly  
Founder, President  
CV Strategies

October 14, 2016

**QUALIFICATIONS FOR COMMUNICATIONS ASSISTANCE  
FOR THE SANTA ANA WATERSHED PROJECT AUTHORITY**

Submitted: October 14, 2016

**By:**



**Contact:**

Gale Hammons, Director  
Hammons Strategies  
9825 Magnolia Ave., B152  
Riverside, CA 92503  
(951) 776-9671  
[gale@hammonsstrategies.com](mailto:gale@hammonsstrategies.com)

## **INTRODUCTION / COMPANY BACKGROUND**

Hammons Strategies is pleased to submit this response to SAWPA's September 29, 2016, RFQ for FAQs on Conservation-Based Water Rates. This outline of qualifications supports a strategic approach to achieving your communications goals.

### **Hammons Strategies**

Hammons Strategies, based in Riverside, California, offers in-depth knowledge of the Inland Empire and a proven track record of public information, marketing, crisis communications, project management and media relations successes involving local and regional communications programs. Hammons Strategies has served a diverse client base which includes public agencies, elected officials, candidates for elected office, and locally based businesses with interests nationwide.

Prior to forming her company in February 2014, Ms. Hammons worked for more than a decade as the Opinion Editor at the Press-Enterprise multimedia newspaper company, where she directed a team of writers and editors and determined the daily policy position or communications message of the company, on deadline, for an audience of tens of thousands on print, web, digital and mobile platforms. Ms. Hammons' media and community leadership have equipped her with a deep knowledge of public policy issues; strong connections with public officials and other stakeholders throughout the Inland region; and extensive experience in crafting messaging that resonates broadly and publicly. In addition to her work in print and digital media, Ms. Hammons has successfully guided her clients in the areas of tactical communications, public relations, political strategy, branding, logo and brochure design, website development, and social media.

A nearly 20-year veteran of the newspaper and corporate media business, Ms. Hammons served on Senior Staff at the Press-Enterprise, assisting company executives with business and marketing decisions. She also worked as Associate Editor of the Modesto Bee for five years before joining the Press-Enterprise in 2003. She holds a Bachelor of Arts degree in Political Science from UC San Diego, a Master's in Journalism from UC Berkeley, and an MBA from UC Riverside.

After years of working through difficult issues from different sides of the table (public/private/media), Ms. Hammons is able to observe, evaluate, analyze and strategize from a balanced and well-informed vantage point. She is solution-oriented and results-driven, and works closely with a trusted network of specialists, vendors and service providers to leverage the right type of reinforcements for any given circumstance, on-demand and typically at a significant cost savings to her clients.

Hammons Strategies will be pleased to dedicate the time required to achieve the goals of SAWPA in a timely, professional, and cost-effective manner. Ms. Hammons will personally manage all work done for SAWPA, and will provide a level of quality and personal attention that few other communications firms can offer.

## RELEVANT EXPERIENCE

Hammons Strategies is a consultant for SAWPA, and has worked with the agency since May 2016 on public relations for the Inland Empire Brine Line Improvement Project. The scope of work has included public relations strategy; brochure and messaging development; preparation of FAQs, talking points, progress reports and public updates; communications with stakeholders; media relations; social media support; public outreach and soliciting stakeholder feedback; and translating complex water issues into straightforward public messaging.

Western Municipal Water District also may enlist Hammons Strategies to assist with communications on water rate increases and other issues. After an October 2016 meeting with Western, Hammons Strategies was approved as a vendor and the two parties are exploring ways Hammons Strategies might assist Western.

More broadly, Hammons Strategies has a strong track record with Inland Empire public agencies in a range of areas, from water to law enforcement to K-12 education. Gale Hammons' long career in journalism, including more than a decade of analyzing regional policy issues for the Press-Enterprise, has equipped her to quickly assess information on virtually any topic and shape it into succinct, targeted, easy-to-grasp messaging.

Indeed, Hammons Strategies has deep experience in the following areas relevant to creating FAQ sheets on Conservation-Based Water Rates:

- Taking complex, technical material and making it understandable to the lay reader.
- Creating succinct, logical, visually pleasing presentations of key information, including one-page FAQ documents.
- Addressing specific audiences as needed and adapting messages to suit each audience.
- Developing comprehensive communications programs for customer and public outreach.
- Meeting daily and/or weekly deadlines and responding quickly to new information or sudden needs.
- Tailoring content for presentation on varied platforms, including print, agency websites, and social media.
- Writing and communicating persuasively.

Hammons Strategies' location in Riverside – and local availability on short notice – is a further advantage to SAWPA and its retail water partners. Gale Hammons has lived and worked in Inland Southern California for 13 years and has a thorough knowledge of the region.

## AGENCY REFERENCES

**Richard Haller**, Executive Manager of Engineering and Operations, SAWPA, (909) 841-6998. Hammons Strategies has worked extensively with Richard Haller and David Ruhl of SAWPA to ensure constructive, timely and strategic communications on the Inland Empire Brine Line Improvement Project.

**Trenton Hansen**, Assistant Superintendent – Planning & Development, Jurupa Unified School District, (951) 361-6571, [trenton\\_hansen@jUSD.k12.ca.us](mailto:trenton_hansen@jUSD.k12.ca.us). Hammons Strategies works closely with JUSD in the areas of communications strategy, media relations, social media development, brochure development, crisis communications, and messaging for the public, district staff, and elected board members.

**Bill Di Yorio**, Undersheriff, Riverside County Sheriff's Department, (951) 215-9943. Hammons Strategies has an established record of working with the Sheriff's Department to distill complex law enforcement issues into concise, refined, persuasive explanations for the lay public.

## BUDGET

Work on strategic communications under this contract will be billed at Hammons Strategies' standard hourly rate of \$200. Graphic design support will be handled through Hammons Strategies and billed at a rate of \$100 per hour. If pricing per graphic is preferable, we can negotiate a flat rate based on how elaborate the graphics will need to be.

## CONCLUSION AND NEXT STEPS

Thank you for the opportunity to share these qualifications with you. I look forward to talking with you further, and working together to achieve the goals of the Santa Ana Watershed Project Authority and the Conservation-Based Water Rates Project.

I welcome your questions and feedback directly at (951) 237-8231 (mobile), or by e-mail at [gale@hammonsstrategies.com](mailto:gale@hammonsstrategies.com).

Again, thank you very much for your interest and consideration.

Sincerely,



Gale Hammons  
Director, Hammons Strategies



## **Gale Hammons**

Director, Hammons Strategies  
9825 Magnolia Ave., B152, Riverside, CA 92503  
Office (951) 776-9671  
[gale@hammonsstrategies.com](mailto:gale@hammonsstrategies.com)

### **Professional summary**

Longtime editorial page editor at The Press-Enterprise and current owner of a Riverside-based strategic communications and public relations business, with two master's degrees and more than a decade of experience as a director-level manager, editor and policy analyst at one of Southern California's leading multimedia news organizations. Extensive experience in areas including:

- Analyzing issues in water, education, public safety and other areas of public policy.
- Writing and editing persuasively for the public.
- Distilling complex policy issues for lay readers.
- Building a concise case for a specific policy or cause of action.
- Building comprehensive communications strategy for projects and clients.
- Building partnerships with agency staff, community leaders, groups, and clients.
- Developing professional websites and social media campaigns for clients.
- Developing branding, advocacy and promotional materials.
- Leading groups with diverse stakeholders, achieving consensus while ensuring respect for varying perspectives.
- Creating efficiencies and developing solutions to complex problems.
- Hiring and managing staff and sub-consultants.
- Directing a division as part of senior staff at a large and complex organization.

### **Professional experience**

#### **Director, Hammons Strategies, Riverside, CA, February 2014-present**

- Own and operate a premium public relations business. Specialties include helping public agencies excel in communicating with key stakeholders and the public.
- Leverage experience in journalism and business to provide full-spectrum consulting support in areas such as communications strategy, public relations, writing and editing for lay readers, social media development, media relations and training, brand building, website development, project management, political campaign strategy, and crisis management communications.
- Clients served include multiple large public agencies, large and small California businesses, and political candidates and elected officials at the local, state and federal levels.

#### **Editorial page editor, The Press-Enterprise, Riverside, CA, July 2003-February 2014**

[www.pe.com/opinion](http://www.pe.com/opinion)

- Led the opinion division of Inland Southern California's largest multimedia news company, whose web and digital products in my last full year there drew a monthly average of 9.8 million page views and 1.5 million unique visitors. Pre-recession, The P-E had 185,000 daily paid subscribers and 12 offices to serve a two-county region of 4.25 million people.

- Provided the daily voice of the organization on the editorial page.
- Hired, taught and developed a team of diverse, award-winning writers and editors while managing an annual division budget of more than half a million dollars.
- Distilled complex policy questions into straightforward reporting and analysis.
- Analyzed and built persuasive arguments on a range of public policy issues.
- Completed high-quality work on a daily deadline.
- Ensured a diverse mix of views and voices on staff and in P-E print and digital products.
- Led and joined project and strategy teams inside and outside of the company, providing facilitation while ensuring a climate of teamwork and collaboration.
- Provided strategic planning and business analysis as a member of senior staff.
- Represented The P-E as an ambassador and speaker at community meetings, in university classrooms, and on local cable TV broadcasts.

**Associate editor, The Modesto Bee, Modesto, CA, June 1998-June 2003**

- Served as second-in-command of the opinion division at the McClatchy Co.'s Modesto Bee. Wrote award-winning editorials on deadline and helped manage copy editors and community writers. Earned a range of writing honors from CNPA, SPJ, Best of the West and McClatchy.

**Copy editor and reporter, The Modesto Bee, Modesto, CA, June 1995-June 1998**

- Designed pages, edited copy and wrote headlines (the latter as practice for what would become Twitter) on deadline for the copy desk. Covered the city of Manteca and regional K-12 education as a reporter. Worked up through the ranks from intern to copy editor to reporter to associate editor.

**Other accomplishments**

- Completed extensive career development and management training at The Press-Enterprise, including Belo Corp.'s exclusive Emerging Talent corporate leadership program and Zenger Miller management training.
- Managed P-E teams through years of industry change and dramatically shifting financial, technological and staff-development requirements.
- Redesigned products and at times added hires to better serve audiences at The P-E; in later years, planned and implemented expense reductions that saved \$275,000-plus annually.
- Earned an MBA part time, from 2008-2011, while running The P-E's opinion division.
- Established a profitable small business in 2014 and ensured its steady growth thereafter.

**Education**

- Master of Journalism, University of California, Berkeley
- Master of Business Administration, University of California, Riverside
- Bachelor of Political Science, University of California, San Diego