



S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

REGULAR COMMISSION MEETING TUESDAY, NOVEMBER 7, 2017 – 9:30 A.M.

AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE** (Susan Lien Longville, Chair)
2. **ROLL CALL**
3. **PUBLIC COMMENTS**
Members of the public may address the Commission on items within the jurisdiction of the Commission; 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).
4. **CONSENT CALENDAR**
All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.
 - A. **APPROVAL OF MEETING MINUTES: OCTOBER 17, 2017**5
Recommendation: Approve as posted.
5. **NEW BUSINESS**
 - A. **INLAND EMPIRE BRINE LINE RATE MODEL – TASK ORDER (CM#2017.135)**.....11
Presenter: Carlos Quintero
Recommendation: Authorize the General Manager to issue a General Services Agreement and Task Order to Raftelis Financial Consultants, Inc., in an amount not to exceed \$79,517 to prepare the Inland Empire Brine Line Rate Model.
 - B. **PEPPERWEED RESTORATION PROJECT (CM#2017.134)**29
Presenter: Carlos Quintero
Recommendation: Receive and file.
 - C. **ACWA GENERAL SESSION MEMBERSHIP MEETING – 2017 FALL CONFERENCE (CM#2017.136)**.....49
Presenter: Rich Haller
Recommendation: Provide direction to staff regarding the nomination/election of ACWA President and ACWA Vice President and proposed amendments to ACWA’s Bylaws, and designate a SAWPA voting representative.

- D. [PROPOSITION 84 PROJECTS STATUS UPDATE](#).....81
Presenter: Nicole Fortner
Recommendation: Receive and file.

6. **INFORMATIONAL REPORTS**

Recommendation: Receive for information.

- A. [CASH TRANSACTIONS REPORT – SEPTEMBER 2017](#).....95
Presenter: Karen Williams
- B. [UPDATE ON PA 22 COMMITTEE ACTIVITIES \(CM#2017.133\)](#).....103
Presenter: Mark Norton
- C. [GENERAL MANAGER’S REPORT](#).....117
- D. **CHAIR’S COMMENTS/REPORT**
- E. **COMMISSIONERS’ COMMENTS**
- F. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

7. **CLOSED SESSION**

- A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)**

Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

8. **ADJOURNMENT**

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, please call (951) 354-4230 or email 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 Wednesday, November 1, 2017, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted in SAWPA’s office at 11615 Sterling Avenue, Riverside, California.

/s/

Kelly Berry, CMC

2017 SAWPA Commission Meetings | Events

First and Third Tuesday of the Month; unless otherwise noticed,
all Commission Workshops/Meetings begin at **9:30 a.m.** and are held at SAWPA.)

July 7/4/17 No Meeting (Independence Day) 7/18/17 Regular Commission Meeting 7/31/17 Special Commission Meeting	August 8/1/17 Commission Workshop 8/15/17 Regular Commission Meeting 8/17/17 Special Commission Meeting
September 9/5/17 Commission Workshop 9/7/17 Special Commission Meeting 9/19/17 Regular Commission Meeting	October 10/3/17 Commission Workshop 10/17/17 Regular Commission Meeting
November 11/7/17 Commission Workshop 11/21/17 Regular Commission Meeting 11/28 – 12/1 ACWA Fall Conference, Anaheim	December 12/5/17 Commission Workshop 12/19/17 Regular Commission Meeting

SAWPA Compensable Meetings – Other

Unless otherwise noted, all meetings are held at SAWPA.

Commissioners and Alternate Commissioners will receive compensation for attending the meetings listed below, pursuant to the Commission Compensation, Expense Reimbursement, and Ethics Training Policy.

IMPORTANT NOTE: These meetings are subject to change. Prior to attending any meeting listed below, please confirm meeting details by viewing the website calendar using the following link:

<http://www.sawpa.org/events/>

November 11/7/17 PA 23 Committee Special Mtg CANCELLED 11/14/17 WUE Pillar Mtg 1:30 p.m. Western Municipal Water District 14205 Meridian Parkway, Riverside, CA 11/16/17 PA 22 Committee Mtg 8:00 a.m. 11/16/17 OWOW Steering Committee Mtg 11:00 a.m. 11/16/17 Natural Resources Stewardship Mtg 1:30 p.m. 11/16/17 Review of Technical Calibration Study Workgroup 1:30 p.m. 11/16/17 CEQA Public Scoping Mtg for SA Sucker Habitat Protection & Beneficial Use Enhancement Project 3:30 p.m. 11/27/17 OWOW Disadvantaged & Tribal Communities Pillar Mtg 2:00 p.m.	December 12/5/17 PA 23 Committee Mtg 8:30 a.m. 12/12/17 WUE Pillar Mtg 1:30 p.m. Western Municipal Water District 14205 Meridian Parkway, Riverside, CA 12/13/17 Land Use/Water Planning Pillar Mtg 1:00 p.m. 12/28/17 PA 22 Committee Mtg 8:00 a.m. 12/28/17 OWOW Pillar Integration Wkshp 9:00 a.m.
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2018 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: Unless otherwise noticed, all Commission Workshops/Meetings begin at **9:30 a.m.**, and are held at SAWPA.)

January 1/2/18 Commission Workshop 1/16/18 Regular Commission Meeting	February 2/6/18 Commission Workshop 2/20/18 Regular Commission Meeting
March 3/6/18 Commission Workshop 3/20/18 Regular Commission Meeting	April 4/3/18 Commission Workshop 4/17/18 Regular Commission Meeting
May 5/1/18 Commission Workshop 5/8 – 5/11/18 ACWA Spring Conference, Sacramento 5/15/18 Regular Commission Meeting	June 6/5/18 Commission Workshop 6/19/18 Regular Commission Meeting
July 7/3/18 Commission Workshop 7/17/18 Regular Commission Meeting	August 8/7/18 Commission Workshop 8/21/18 Regular Commission Meeting
September 9/4/18 Commission Workshop 9/18/18 Regular Commission Meeting	October 10/2/18 Commission Workshop 10/16/18 Regular Commission Meeting
November 11/6/18 Commission Workshop 11/20/18 Regular Commission Meeting 11/27 – 11/30/18 ACWA Fall Conference, San Diego	December 12/4/18 Commission Workshop 12/18/18 Regular Commission Meeting



**SAWPA COMMISSION
REGULAR MEETING MINUTES
OCTOBER 17, 2017**

COMMISSIONERS PRESENT

Susan Lien Longville, Chair, San Bernardino Valley Municipal Water District
Ronald W. Sullivan, Vice Chair, Eastern Municipal Water District
Jasmin A. Hall, Secretary-Treasurer, Inland Empire Utilities Agency
Philip L. Anthony, Orange County Water District
Thomas P. Evans, Western Municipal Water District

COMMISSIONERS ABSENT

None.

**ALTERNATE COMMISSIONERS
PRESENT; NON-VOTING**

Kati Parker, Alternate, Inland Empire Utilities Agency
Gil Navarro, Alternate, San Bernardino Valley Municipal Water District
Bruce Whitaker, Alternate, Orange County Water District

STAFF PRESENT

Rich Haller, Larry McKenney, Mark Norton, Karen Williams, Dean
Unger, David Ruhl, Carlos Quintero, Mike Antos, Kelly Berry

The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:30 a.m. by Chair Longville at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California, only; the telephone conference as noticed was not connected.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

Roll call was duly noted and recorded by the Clerk of the Board.

3. PUBLIC COMMENTS

Megan Brousseau, Associate Director, Inland Empire Water Keeper, thanked Mike Antos and SAWPA for supporting the recent Homelessness and Water Symposium. A second symposium is currently in the works for the Orange County region due to the success of this event.

4. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: OCTOBER 3, 2017

B. TREASURER'S REPORT – SEPTEMBER 2017

MOVED, approve the Consent Calendar.

Result:	Adopted (Unanimously)
Motion/Second:	Hall/Anthony
Ayes:	Anthony, Evans, Hall, Longville, Sullivan
Nays:	None
Abstentions:	None
Absent:	None

The Commission next considered Agenda Item Nos. 7.A. and 7.B.

5. NEW BUSINESS

A. TECHNICAL/GRANT WRITER REQUEST FOR QUALIFICATIONS (RFQ) (2017.128)

Mark Norton provided a PowerPoint presentation on the Technical/Grant Writer Support Services Request for Qualifications (RFQ), including details on technical and grant writing support opportunities.

MOVED, authorize staff to:

- (1) Issue a Request for Qualifications (RFQ) for a qualified consulting firm/individual to provide the following services to SAWPA on an as-needed basis:
 - a. Technical Writer Services
 - b. Grant Writer Services
- (2) Negotiate consultant support services as needed to support Planning Department staff needs using funds that were included in the FY 17-19 budget for this purpose.
- (3) Bring proposed consultant agreements back to the Commission for authorization and execution.

Result: **Adopted (Unanimously)**
Motion/Second: Evans/Hall
Ayes: Anthony, Evans, Hall, Longville, Sullivan
Nays: None
Abstentions: None
Absent: None

B. BASIN MONITORING PROGRAM TASK FORCE – CONSULTANT SUPPORT (CM#2017.130)

Mark Norton provided a PowerPoint presentation on the Basin Monitoring Program Task Force and consultant services provided by Risk Sciences. Staff recommended continuing to retain the services of Risk Sciences, which are unique and very specialized to this task force. Norton noted the difference in these services vs. other consultant services; the work product of other consultants is analyzed and at times utilized by Risk Sciences.

MOVED, approve a Task Order with Risk Sciences for the amount not to exceed \$73,150 for regulatory support activities for the Basin Monitoring Program Task Force.

Result: **Adopted (Unanimously)**
Motion/Second: Anthony/Evans
Ayes: Anthony, Evans, Hall, Longville, Sullivan
Nays: None
Abstentions: None
Absent: None

C. OWOW PLAN UPDATE 2018 GOALS & OBJECTIVES DEVELOPMENT (CM#2017.131)

Mike Antos provided a PowerPoint presentation on the OWOW Plan update 2018 Goals and Objectives Development, including the current six goals of the OWOW Plan Update 2018 which are provided in more detail on pages 49-50 of the agenda packet. Antos stated there will be a workshop on the goals and objectives at the November 16 Steering Committee Meeting. Commissioner Sullivan, OWOW Steering Committee Convener, expressed his understanding that the purpose of the

workshop is to provide information to the Steering Committee, which has a few newly appointed members, about the OWOW Plan and process. Alternate Commissioner Navarro concurred with this recommendation, and added that the OWOW Steering Committee would benefit from receiving a detailed breakdown of the \$6.3 million in planning funding. Chair Longville requested the inclusion of preserving and restoring the headwater forest in the Goals and Objectives. Commissioner Evans, OWOW Steering Committee Member, noted economic development and recreation had been emphasized as necessary goals by the Steering Committee much more prominently than they currently appear. Mike Markus noted several differences that had been expressed to the Steering Committee by Orange County representatives which had not been fully addressed. Commissioner Evans stated the disadvantaged communities aspect may require further analysis so there is a clear link between what we are doing in this process and how that benefits the disadvantaged communities, in particular the homeless communities.

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

D. OWOW PLAN UPDATE 2018 STATUS & PROJECT DEVELOPMENT SUPPORT (CM#2017.132)

Mark Norton provided a PowerPoint presentation on the OWOW Plan Update 2018 Status Report and outlining Project Development Support. There has been a recent suggestion by the OWOW Pillar for Water Resource Optimization that SAWPA take on the role of facilitating and hiring consultants to develop and prepare projects for possible future Proposition 1 grant funding. After a brief discussion regarding timing and process relative to project development, it was the consensus of the Commission that the process would proceed as it has previously – wait until the projects are submitted then review those projects to determine if there are opportunities for collaboration and cooperation among the different projects.

Commissioner Sullivan stated he believes SAWPA should develop their own projects that benefit the entire watershed and have them funded by bonds. Commissioner Anthony concurred.

For informational and discussion purposes; no action was taken on Agenda Item No. 5.D.

E. STAFFING (CM#2017.129)

Rich Haller recommended separating the Executive Manager of Engineering and Operations position into two new positions: Engineering Manager and Operations Manager, both with a Classification of 64 and a salary range of \$143,362 - \$174,257. Further, Haller recommended David Ruhl for promotion to the Engineering Manager position and Carlos Quintero for promotion to the Operations Manager position. Chair Longville and Commissioner Sullivan voiced their support; Chair Longville called for a motion.

MOVED, approve the separation of the Executive Manager of Engineering and Operations position into two new positions, the Engineering Manager position (Classification 64, \$143,362 - \$174,257) and the Operations Manager position (Classification 64, \$143,362 - \$174,257); and promote David Ruhl to the Engineering Manager position and Carlos Quintero to the Operations Manager position.

Result:	Adopted (Unanimously)
Motion/Second:	Anthony/Sullivan
Ayes:	Anthony, Evans, Hall, Longville, Sullivan
Nays:	None

Abstentions: None
Absent: None

6. **INFORMATIONAL REPORTS**

The following oral/written reports/updates were received and filed.

A. **CASH TRANSACTIONS REPORT – AUGUST 2017**

B. **INTER-FUND BORROWING – AUGUST 2017 (CM#2017.126)**

C. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – AUGUST 2017 (CM#2017.127)**

D. **OWOW QUARTERLY STATUS REPORT: JULY 1 2017 – SEPTEMBER 30 2017**

E. **ROUNDTABLE QUARTERLY STATUS REPORT: JULY 1 2017 – SEPTEMBER 30 2017**

F. **GENERAL MANAGER’S REPORT**

Rich Haller reviewed the updated financial reports which will be included with future General Manager’s Reports. The Commission directed staff to bring before the Commission an item relative to election of the ACWA President/Vice President and proposed amendments to ACWA’s bylaws which will be considered at the upcoming ACWA Fall Conference in Anaheim, California.

G. **CHAIR’S COMMENTS/REPORT**

There were no comments/reports from the Chair.

H. **COMMISSIONERS’ COMMENTS**

There were no Commissioners’ comments.

I. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

There were no additional requests for future agenda items.

The Commission next adjourned the meeting as noted in Section 8. below.

7. **CLOSED SESSION**

Chair Longville recessed the meeting to Closed Session at 9:37 a.m. Designated personnel essential to the discussion of Agenda Item No. 7.A. were present during Closed Session until that discussion concluded at 10:23 a.m. From that time forward, no designated personnel were present during Closed Session other than General Manager Rich Haller.

A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)**

Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

B. **PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR**

SAWPA Designated Representative: General Manager Richard E. Haller
Non-Represented Employees: All SAWPA employees

Chair Longville resumed Open Session at 10:34 a.m. The following action was taken in Closed Session on Agenda Item No. 7.A.

MOVED, approve increasing the authorized expenditure for legal fees to Hunt Ortmann by \$1,000,000, bringing the total authorized expenditure to \$2,500,000.

Result:	Adopted (Unanimously)
Motion/Second:	Sullivan/Anthony
Ayes:	Anthony, Evans, Hall, Longville, Sullivan
Nays:	None
Abstentions:	None
Absent:	None

The Commission next considered Agenda Item No. 5.A.

8. ADJOURNMENT

There being no further business for review, Chair Longville adjourned the meeting at 10:35 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, November 7, 2017.

Susan Lien Longville, Chair

Attest:

Kelly Berry, CMC
Clerk of the Board

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COMMISSION MEMORANDUM NO. 2017.135

DATE: November 7, 2017
TO: SAWPA Commission
SUBJECT: Inland Empire Brine Line Rate Model – Task Order
PREPARED BY: Carlos Quintero, Operations Manager

RECOMMENDATION

Authorize the General Manager to issue a General Services Agreement and Task Order to Raftelis Financial Consultants, Inc., in an amount not to exceed \$79,517 to prepare the Inland Empire Brine Line Rate Model.

DISCUSSION

On September 19, 2017, the SAWPA Commission directed Staff to issue a Request for Proposals (RFP) to prepare a Rate Model for the Inland Empire Brine Line.

A total of two (2) proposals were received on October 12, 2017 (Stantec/EEC and Raftelis Financial Consultants, Inc.). A proposal review panel (SAWPA and EMWD staff) interviewed both consulting firms on October 23, 2017.

Based on the quality of the proposal submitted and the results from the interview process, the review panel determined that Raftelis Financial Consultants is better suited to prepare the Brine Line Rate Model.

The scope of work for the Rate Model includes:

1. Preparation of an MS Excel based financial rate model
2. Assessment of lease and loan capacity pool rates
3. Review reserve funds requirements
4. Technical memorandum
5. Training

The financial model will be able to calculate rates for direct and indirect dischargers, as well as any other rates identified in the latest Rate Resolution (Resolution 2017.8)

With the exception of the kick-off meeting and the proposed workshop with Member Agencies to review the rate model, all meeting will be conducted via videoconferencing.

The schedule to complete the rate model after notice to proceed is 12 weeks.

CRITICAL SUCCESS FACTORS

3. Maintain sufficient funding and reserves for current and future Capital and O&M costs through a stable, predictable, and affordable rates and charges.

RESOURCE IMPACTS

Funds to prepare the Brine Line Rate Model are budgeted in FY17-18 under Fund 240 (Brine Line Consulting)

Attachments:

1. General Services Agreement
2. Task Order
3. Power Point presentation



SANTA ANA WATERSHED PROJECT AUTHORITY **AGREEMENT FOR SERVICES BY CONTRACTOR**

This Agreement is made this **7th day of November, 2017** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and **Raftelis Financial Consultants, Inc.** ("Contractor") whose address is 445 S. Figueroa Street, Suite 2270, Los Angeles, CA 90071.

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

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Contractor 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 Contractor agrees to provide such 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 Contractor, the amount of compensation to be paid, and the expected time of completion.

2.02 Contractor may at Contractor's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and other contractors as the Contractor deems necessary to perform each assignment; provided that Contractor 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 Contractor, SAWPA agrees to pay Contractor 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 Contractor to its clients.

3.03 Contractor shall not be compensated for any services rendered 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 Contractor 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 be received in SAWPA's office on or before the 15th day of the month, for payment on or about the 15th day of the following month. All payments are made on or about the 15th day of the month. Each such invoice shall be provided to SAWPA by Contractor within 15 days after the end of the month in which the services were performed.

ARTICLE IV **CONTRACTOR OBLIGATIONS**

4.01 Contractor 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 Contractor shall comply with all local, state and federal laws, rules and regulations. Contractor shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order, unless indicated in writing by SAWPA.

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

4.03 Contractor shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Contractor agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Contractor assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless SAWPA from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Task Order. Contractor shall procure and maintain for the duration of this Task Order insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Contractor, its employees, agents, subcontractors or representatives, as follows:

4.03(a) Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order is less than \$35,000 and authorized by the General Manager. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form.)

4.03(b) Automobile Liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)

4.03(c) Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance, the latter of which shall be in an amount of no less than \$2,000,000.00 per accident.

4.03(d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SAWPA in advance.

4.03(e) SAWPA as Additional Insured. The Commercial General Liability and Automobile Liability Policies shall provide that SAWPA, its officers, officials, employees, agents, volunteers, and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to SAWPA, its officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by SAWPA, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service Provider's insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to SAWPA.

4.03(f) Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Service Provider, its employees, agents and subcontractors.

4.03(g) Acceptability of Insurers. Insurance required by this Section is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-:X. 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 AM 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. Contractor acknowledges and agrees that such insurance is in addition to Contractor'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 Contractor in performing services assigned by SAWPA.

4.03(h) Coverage Verification. Service Provider shall furnish SAWPA with original certificates and amendatory endorsements effecting coverage required by this Section 14. All certificates and endorsements shall be in a form acceptable to SAWPA. Service Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section 14.

4.04 Contractor 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 Contractor. Contractor 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 Contractor'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 Contractor'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 Contractor supervise or otherwise perform the services specified in each Task Order, Contractor shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Contractor 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. Contractor 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, Contractor 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 Contractor 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 Contractor 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, Contractor shall not be compensated for such services.

6.03 Contractor 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 Contractor 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
TERMINATION OF AGREEMENT

7.01 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.

7.02 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 Contractor, whether or not a Task Order has been issued to Contractor.

7.03 In the event of termination, the payment of monies due Contractor 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 VIII
CONTRACTOR STATUS

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

8.02 Contractor 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, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

ARTICLE IX
AUDIT AND OWNERSHIP OF DOCUMENTS

9.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Contractor in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Contractor shall promptly deliver all such materials to SAWPA. Contractor 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 Contractor.

9.02 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, certified payroll, 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, Contractor 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 X
MISCELLANEOUS PROVISIONS

10.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor 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.

10.02 Contractor 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.

10.03 In the event Contractor 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 Contractor from SAWPA as of the date of death will be paid to Contractor's estate.

10.04 Time is of the essence in the performance of services required hereunder. The Contractor agrees to be bound by the schedule presented as part of this Task Order. Extensions of time within which to perform services may be granted by SAWPA if requested by Contractor 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 Contractor.



**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. RFT240-01**

CONSULTANT: Raftelis Financial Consultants **VENDOR NO.** 2169
445 S. Figueroa Street, Suite 2270
Los Angeles, CA 90071

VALUE: \$79,517.00

PAYMENT: Upon Proper Invoice

REQUESTED BY: Carlos Quintero, Operations Manager November 7, 2017

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 240-00-60121
Acct. Description: General Consulting

COMMISSION AUTHORIZATION REQUIRED: YES (X) NO ()

Authorization for this work was provided on November 7, 2017; ref *Commission Memo #*_____

This Task Order is issued by the Santa Ana Watershed Project Authority (hereafter "SAWPA") to **Raftelis Financial Consultants** (hereafter "Consultant") pursuant to the Agreement between SAWPA and Consultant entitled *Agreement for Services*, dated November 7, 2017 (*expires 12-31-2020*).

I. PROJECT NAME OR DESCRIPTION

Inland Empire Brine Line Rate Model

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials and equipment for the Project to perform the specific tasks for preparation of the Inland Empire Brine Line rate model. These tasks include meeting attendance for project kick-off progress, review of initial model, presentation of model to SAWPA and member agency staffs in a workshop, presentation of final model, model turnover and SAWPA staff training. The scope of work is more thoroughly described in Attachment A , Request for Proposal.

Please refer to the attached Appendix X for acceptable formats

III. PERFORMANCE TIME FRAME

Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before **June,30, 2018**.

IV. SAWPA LIAISON

Carlos Quintero shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of \$ **79,517.00** in accordance with the schedule of rates. Payment for such services shall be made within 30 days upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The Agreement for Services by Independent Consultant/Contractor.
- b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- d. Specifications incorporated by reference.
- e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

SANTA ANA WATERSHED PROJECT AUTHORITY

Richard E. Haller, P.E., General Manager Date

RAFTELIS FINANCIAL CONSULTANTS, INC.

(Signature) Date

Print /Type Name

Inland Empire Brine Line Rate Model

Item 5.A.

November 7, 2017

Brine Line Rate Model

Recommendation to SAWPA Commission

- Authorize the General Manager to issue a General Services Agreement and Task Order to Raftelis Financial Consultants, Inc. in an amount not to exceed \$79,517 to prepare the Inland Empire Brine Line Rate Model.

Brine Line Rate Model

- Updated every 5-7 years:
 - Previous updates:
 - 2004 – Glenn Reiter & Associates
 - 2010 – FCS Group
 - 2017 (Proposed) – Raftelis
- Purpose:
 - Prepare a simple to use, MS Excel based
- Two (2) proposals received on 10/12/2017
- Interviews held on 10/23/2017

Brine Line Rate Model

- Scope of Work
 - Evaluate current rate structure, recommend changes
 - Direct Dischargers
 - Indirect Dischargers
 - Lease and loan capacity pool
 - Recommend target reserve balances
 - Evaluate impacts of future revenues and expenses

Brine Line Rate Model

- Two proposals submitted:
 - Raftelis Financial Consultants (\$79,517)
 - Stantec/EED (\$79,447)

Brine Line Rate Model

Recommendation to SAWPA Commission

- Authorize the General Manager to issue a General Services Agreement and Task Order to Raftelis Financial Consultants, Inc. in an amount not to exceed \$79,517 to prepare the Inland Empire Brine Line Rate Model.

Questions?

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COMMISSION MEMORANDUM NO. 2017.134

DATE: November 7, 2017
TO: SAWPA Commission
SUBJECT: Pepperweed Restoration Project
PREPARED BY: Carlos Quintero, Operations Manager

RECOMMENDATION

Receive and file.

DISCUSSION

As part of the U.S. Fish and Wildlife and California Department of Fish and Game mitigation requirements for the Inland Empire Brine Line Reach 4B Lower Emergency Joint Repairs and the Brine Line Repairs Upstream of Prado (Reaches 4A and 4B) project, SAWPA worked conjunctively with the U.S. Army Corps of Engineers to identify a location within Prado Basin suitable for habitat restoration. A 10.35 acre parcel, owned by the U.S. Army Corps of Engineers and under lease to the City of Corona invaded with perennial pepperweed was selected. The project location is also known as Farmers field and is located just north of the Corona Water Reclamation Facility #1.

A total of 3 acres of mitigation were required as part of the Reach 4B Lower Joint Repairs project completed in 2009 and a total of 7.35 acres of mitigation were required as part of the Brine Line Repairs Upstream of Prado (Reaches 4A and 4B) project.

Perennial pepperweed (*lepidium latifolium*) is a State of California designated Class B invasive plant. The goal of the project was to restore this site to native, riparian habitat suitable for least Bell's vireo and other avian species as a result of temporary impacts during construction of the Reach 4A and 4B Lower projects completed in 2012.

Chamber Group, under contract with SAWPA, prepared a Habitat Mitigation and Monitoring Plan (HMMP), outlining specific measures for site restoration, as well as a plant palette. SAWPA issued a Task Order to the Santa Ana Watershed Association (SAWA) to restore the site based on the HMMP. Nature's Image, Inc. was the firm originally selected by SAWA to perform the site restoration; however, Nature's Image, Inc. was released from the contract in 2013 and SAWA completed the project with their own staff, greatly reducing project costs.

The restoration project began in the spring of 2012. Specifically, several attempts were made to disrupt the perennial pepperweed root system prior to planting. Plant cuttings and hydroseeding took place during January 2013. The site was maintained and monitored during a 5-year period. The total cost for restoration (including the habitat mitigation plan, initial pepperweed removal, and the 5-year maintenance and monitoring activities) of the 10.35 acre site was approximately \$245,000 (\$23,700 per acre).

Riparian mitigation banks are fairly rare in Southern California, so it's hard to compare the overall restoration cost on a per acre basis; however, the City of Riverside recently purchased 2.34 acres of mitigation credits in Soquel Canyon in December 2016 at a cost of \$205,000 per acre.

A letter of credit was issued to the California Department of Fish and Wildlife in 2012 in the amount of \$220,000. The letter of credit was reduced to \$30,367 in the year 2016 due to the progress made in the restoration and to reduce any liability due to wildfires or other extraordinary circumstances.

The last letter of credit issued to CDFW expired on August 7, 2017 and no request was made to renew it after a final walkthrough conducted in June 2016.

CRITICAL SUCCESS FACTORS

5. Protect and preserve the useful life of Brine Line assets through strategic maintenance, repair, and capital improvements.

RESOURCE IMPACTS

Costs for the restoration project were covered originally by Fund 323 (Brine Line Repairs at Prado Basin), once Fund 323 was closed due to project completion, funds were budgeted under Fund 240 (Brine Line Enterprise).

Attachments:

1. PowerPoint Presentation
2. Project location maps (1.1 and 1.2)
3. Project photographs (2.1, 2.2, 2.3, and 2.4)

Inland Empire Brine Line Pepperweed Restoration Project

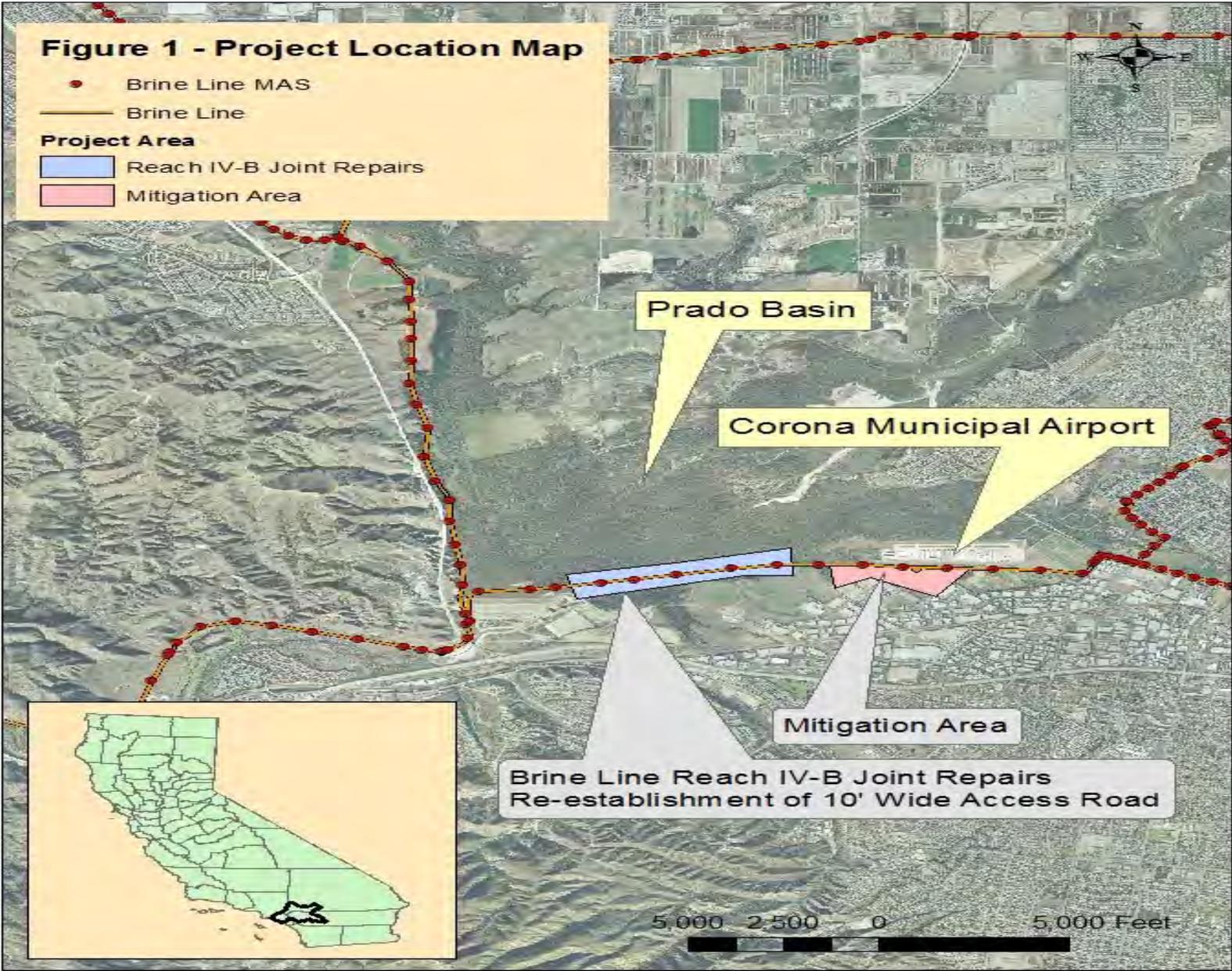
Item 5.B.

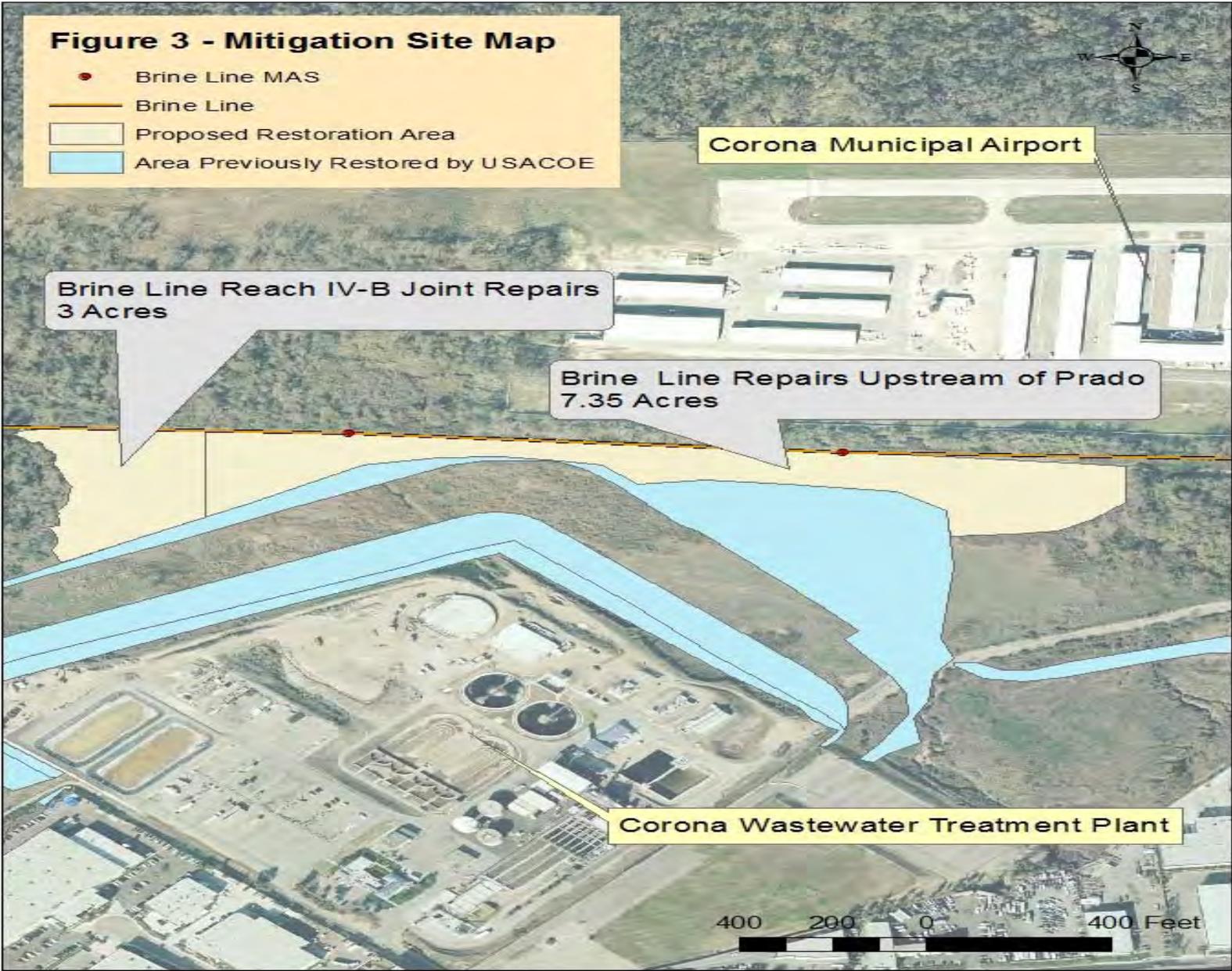
November 7, 2017

Pepperweed Restoration Project

Recommendation to SAWPA Commission

- Receive and file





Pepperweed Restoration Project



Perennial pepperweed

Lepidium latifolium

A 1 – 3 foot tall perennial with waxy leaves, white flowers, and creeping rhizomes. Also known as tall whitetop. Impacts riparian areas and wetlands by forming large dense stands that displace native plants.

Steve Dewey, Utah State University; Leslie J. Mehrhoff, University of Connecticut, Bugwood.org

Pepperweed Restoration Project

November 2009

Pepperweed Restoration Area

Aerial Image November 2009

Legend



Google Earth

600 ft



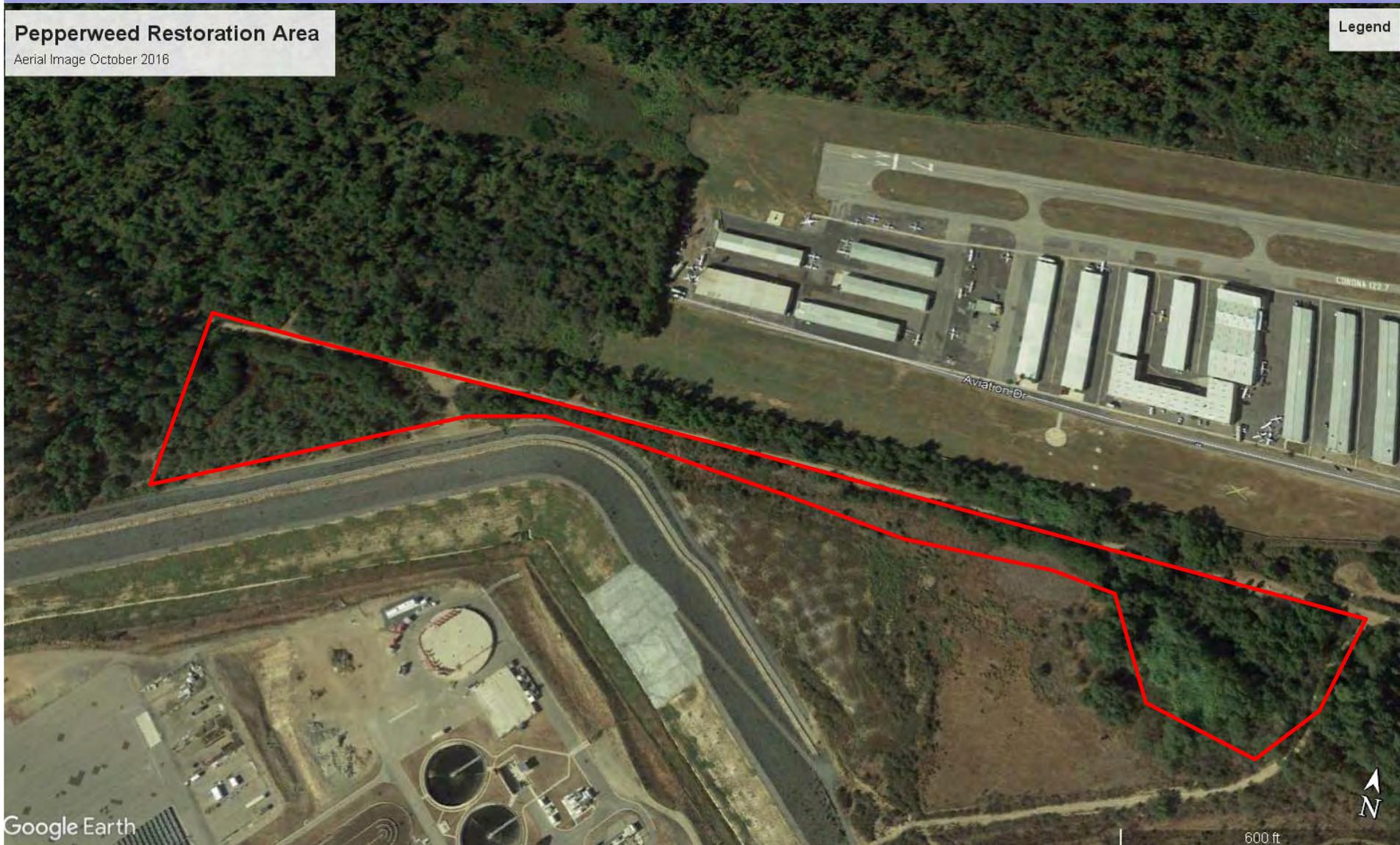
Pepperweed Restoration Project

October 2016

Pepperweed Restoration Area

Aerial Image October 2016

Legend



Google Earth

600 ft





Pepperweed Restoration Project

Recommendation to SAWPA Commission

- Receive and file

Questions?

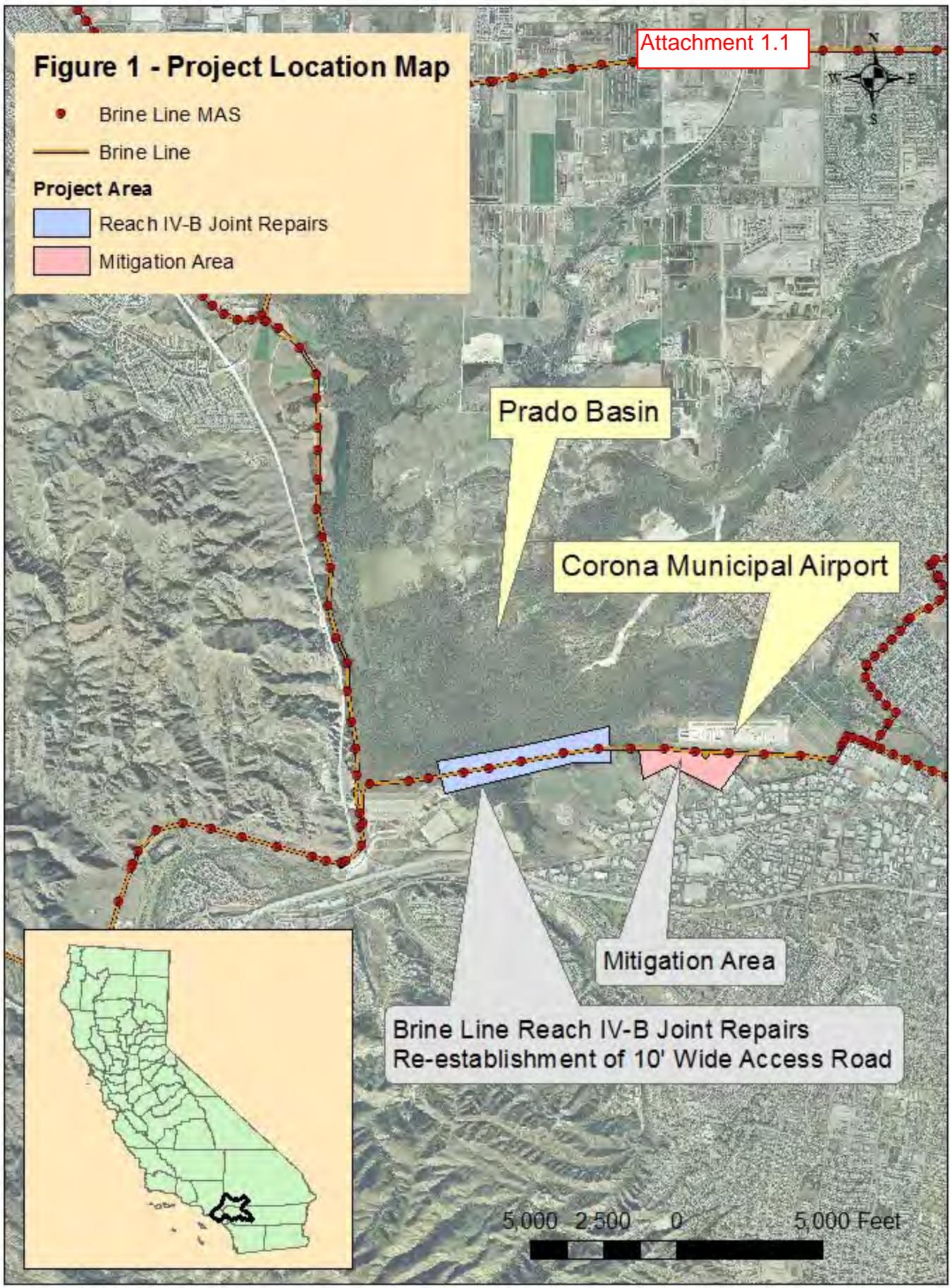


Figure 3 - Mitigation Site Map

Attachment 1.2



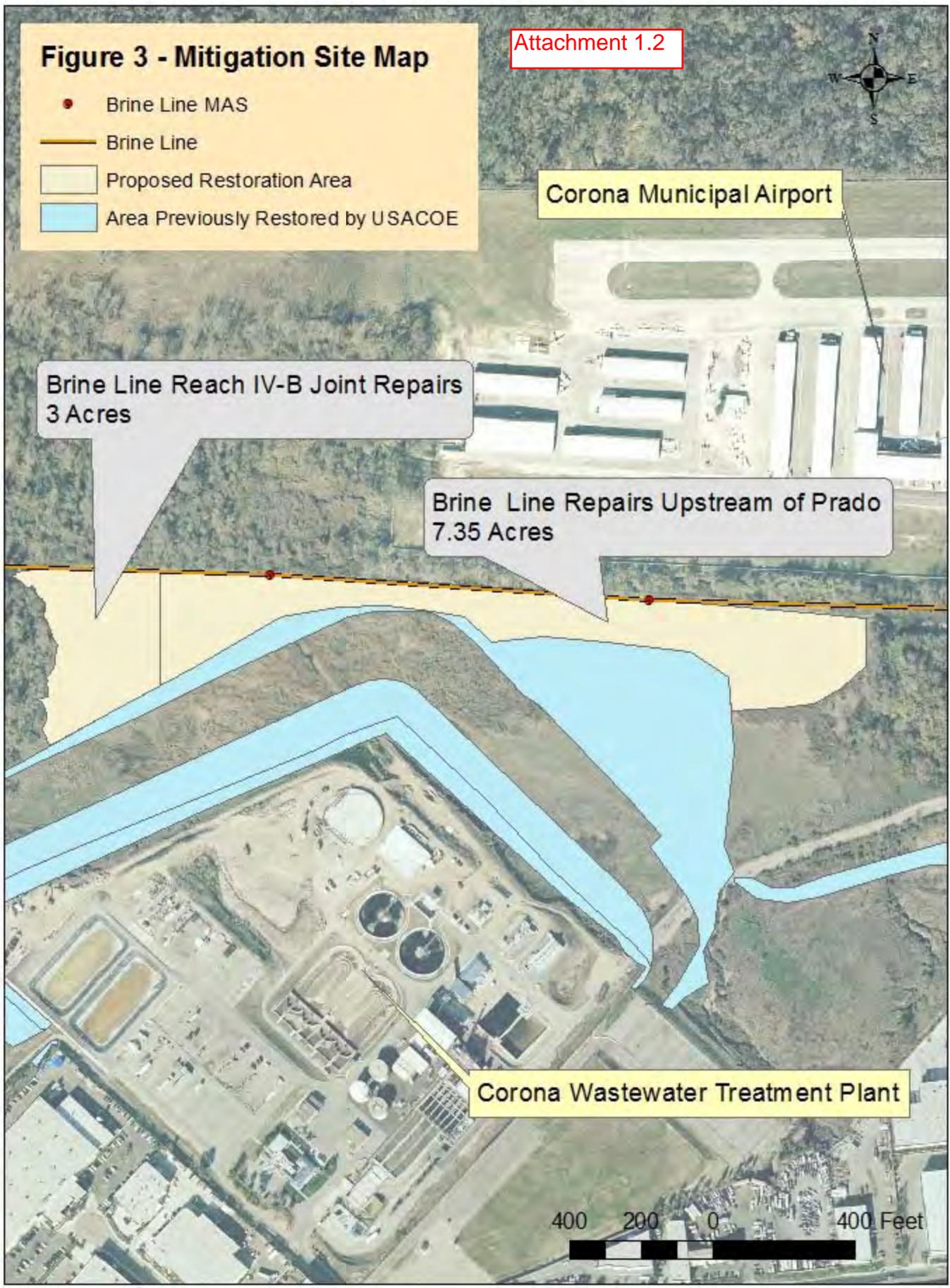
- Brine Line MAS
- Brine Line
- Proposed Restoration Area
- Area Previously Restored by USACOE

Corona Municipal Airport

Brine Line Reach IV-B Joint Repairs
3 Acres

Brine Line Repairs Upstream of Prado
7.35 Acres

Corona Wastewater Treatment Plant





10/02/2013



2015.04.15 13:23



2015.07.01 08:40



2017.06.28 09:57

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COMMISSION MEMORANDUM NO. 2017.136

DATE: November 7, 2017
TO: SAWPA Commission
SUBJECT: ACWA General Session Membership Meeting – 2017 Fall Conference
PREPARED BY: Rich Haller, General Manager

RECOMMENDATION

That the Commission provide direction to staff regarding the nomination/election of ACWA President and ACWA Vice President and proposed amendments to ACWA's Bylaws, and designate a SAWPA voting representative.

DISCUSSION

The election of ACWA President/Vice President will take place at the General Session Membership meeting on Wednesday, November 29, 2017. Floor nominations will be accepted prior to the vote; such nominations must be supported by a resolution of the governing body, as set forth in the attached General Session/Election Procedures. The ACWA Nominating Committee recommends the following individuals:

ACWA President: Brent Hastey, current ACWA Vice President
ACWA Vice President: Steven LaMar, current Federal Affairs Committee Chair

As detailed in the attached Memorandum from ACWA Executive Director Timothy Quinn, the ACWA Board of Directors is recommending several amendments to the bylaws for consideration by the membership. A Legal Affairs Committee Workgroup reviewed the proposed amendments and has provided an analysis relative to each change. Proposed amendments include Standing Committees (changes in committee composition, formation of an Agriculture Committee), Meeting of Members (deadline changed from 30 to 120 days for submitting requests for amendments, revisions and resolutions).

ACWA will issue each member agency present at the meeting one proxy card for voting purposes based on the designated voting representative identified by the member agency on the attached proxy designation form.

CRITICAL SUCCESS FACTORS

There are no critical success factors relative to this recommendation.

RESOURCE IMPACTS

None.

Attachments:

1. ACWA Executive Director Memorandum
2. ACWA Bylaws
3. General Session/Election Procedures
4. Proxy Designation Form

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MEMORANDUM

TO: ACWA Members: General Managers and Board Presidents
CC: ACWA Board of Directors
FROM: Timothy Quinn, ACWA Executive Director
DATE: October 11, 2017
SUBJECT: General Session Membership Meeting at ACWA 2017 Fall Conference

There will be a General Session Membership Meeting at the 2017 Fall Conference in Anaheim, California, on Wednesday, November 29. The meeting will be held in the Platinum Ballroom 1-6, Marriott Anaheim, at 1:20 p.m. The purpose of the meeting is to formally nominate and elect ACWA's President and Vice President for the 2018-2019 term and to conduct a vote by the membership on proposed amendments to ACWA's Bylaws as recommended by the Board of Directors at its meeting on September 29, 2017.

Election of President/Vice President

The ACWA Nominating Committee has announced a 2018-2019 slate that recommends current **Vice President Brent Hastey for ACWA President** and current **Federal Affairs Committee Chair Steven LaMar for ACWA Vice President**. As provided by ACWA's Bylaws (Article 9, Section 9) nominations from the floor will be accepted prior to the vote. Such nominations and seconds must be supported by a resolution of the governing body of the member agency making and seconding such nomination. **(See attached for General Session/Election Procedures.)**

Proposed Amendments to ACWA's Bylaws

As part of the ongoing efforts to ensure ACWA's Bylaws are current and reflect consistency with other governance documents and daily operations, the Board of Directors is recommending several amendments to the bylaws for consideration by the membership. A Legal Affairs Committee (LAC) Workgroup reviewed the proposed amendments and provided an analysis pursuant to ACWA's Bylaws (Article 9, Section 8).

Following is a list of the proposed amendments to the bylaws along with the rationale for the change and the LAC Workgroup's analysis.

Article 7 – Standing Committees

1. **Section 4. Committee Composition.** Each limited standing committee shall have a membership composition that is comprised of members in the quantity and with qualifications as defined by the provisions of these bylaws. The committee chair position shall not be included in the maximum count for determining the committee composition total of any given limited committee. The committee chair shall, however, be a voting member of their respective committee subject to the rules and procedures of each committee.

Rationale: Staff is recommending this amendment to the bylaws to allow the President flexibility in appointing members to limited standing committees and to provide an odd number committee composition total.

LAC Workgroup Analysis: The proposed revision is clear and meets its intended purpose.

2. **Committee Composition Terms in Sections 5 through 17.**

Rationale. Staff noted that the use of the term “individual” versus “representative” (and one instance of “member”) was inconsistent throughout the committee composition description for each of the standing committees in Article 7. Staff asked the LAC Workgroup to review Section 1, Qualifications, as well as each of the committee descriptions to make a determination as to which term best applies for all of the committees for purposes of consistency throughout Article 7.

LAC Workgroup Analysis: Reading of the various ACWA committee sections suggests that “Member” would be the most appropriate word for consistency throughout the bylaws. However, the use of a single term, may require some minor revisions to surrounding text for clarity (for an example see Section 15 (State Legislative Committee) where “member” is separately used to denote a “member agency” and so would need to state “member-agency” consistently to accommodate the more general use of “member” throughout the bylaws).

Staff Response: Staff revised the terms in the committee section descriptions (Sections 5 through 17) to “member” for consistency and the surrounding language where needed in response to the LAC Workgroup’s analysis. **(See attached bylaws for proposed amendments to these sections.)**

3. **Section 5. Agriculture Committee.** There shall be an Agriculture Committee whose duty it shall be to recommend Association policy, positions and programs to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. The committee shall consist of at least one member from each region.

Rationale: The 2016-2017 Business and Strategic Plan initiative to increase involvement and engagement from ACWA’s agricultural members has successfully generated momentum amongst ACWA’s agricultural members and a renewed attention to and involvement in key policy issues that uniquely affect agricultural water suppliers. Amidst this success, a concern has arisen that the momentum could be lost once the Board of Directors finishes its current term and the initiative sunsets. This concern has sparked the suggestion that ACWA should consider creating an Agriculture Committee as the thirteenth standing committee of the Association to continue the objectives of the Ag Initiative long-term.

LAC Workgroup Analysis: The proposed revision is clean and meets its intended purpose.

4. **Section 12. Legal Affairs Committee.** There shall be a Legal Affairs Committee whose duty it shall be to support the mission of the Association, and more particularly to deal with requests for assistance involving legal matters of significance to members of the Association agencies, including but not limited to state and federal court litigation, water rights matters, selected regulatory and resources agency matters, proposed bylaw revisions, review of legislation as requested by the State Legislative Committee, etc. The committee shall consider matters and issues submitted to it in order to determine which ones are of major significance to the members of the Association agencies and, assuming a finding of major significance, recommend to the Board of Directors the position(s) which the committee believes the Association should take with respect thereto. The committee shall be composed of between ~~35~~ 34 and ~~45~~ 44 attorneys, each of whom shall be a member of the California Bar and shall be, or act as, counsel for a member of the Association agency, representing diverse interests within the Association, including but not limited to, different geographical areas throughout the state, large and small agencies, agricultural and urban agencies, agencies created under the various enabling statutes, etc. ~~Further, there shall be at least one representative from each region on the committee.~~ The committee shall consist of a least one member from each region.

Rationale: Change the committee composition range so there is a resulting odd number total when the chair is added.

LAC Workgroup Analysis: Considered together with the general change in Section 4, Committee Composition, above, this change accomplishes its purposes and maintains the current overall LAC membership numbers.

Article 9 – Meeting of Members

5. **Section 8. Amendments, Revisions, and Resolutions.** Before any amendments or revisions to the bylaws, or resolutions, may be considered at any meeting of the Association, any such amendment, revision, or resolution shall be submitted to the executive director/secretary at least ~~30~~ 90 days prior to the first day of such meeting. The executive director/secretary shall promptly distribute any

proposed amendments or revisions to the Legal Affairs Committee for the Legal Affairs Committee to develop an unbiased analysis of the amendments or revisions. Following development of an analysis for the proposed amendments or revisions, the executive director/secretary shall distribute copies of any resolutions, amendments or revisions, including any applicable analyses, to all members of the Association ~~at least five~~ not less than 10 days or more than 90 days prior to presentation at such meeting. The written notice of the membership meeting shall be given to each voting member of the Association consistent with the provisions defined in Section 3. The ~~30~~ 90-day rule may be suspended at any meeting of the Association by consent of three-fourths of the members present. Voting on resolutions, amendments, or revisions shall proceed as provided by Sections ~~3~~ 5 and 4 ~~6~~ of this Article.

Rationale: Staff recommended that the deadline for submitting requests for amendments, revisions, and resolutions be changed from 30 to 120 days prior to any membership meeting to provide the Legal Affairs Committee sufficient time to review and develop the required analysis and for staff to provide adequate notice to the members as set forth in Article 9, Sections 3 and 4 of the bylaws. **Note: Staff typically notifies ACWA members at least 45 days prior to a given membership meeting to allow the member agency boards adequate time to designate their authorized voting representative.**

LAC Workgroup Analysis: This proposed revision is clear and meets its intended purpose. However, workgroup members did express some concern that the 120-day submission requirement may unduly limit the Association's ability to quickly respond to state or federal legislative or administrative acts appropriately. A supermajority of the Association may vote to suspend the requirement, however, it may be advisable to require only 90-days for submission while retaining the general Association distribution timing of no later than 10-days and no earlier than 90-days prior to presentation at an Association meeting.

Staff Response: Staff revised the proposed amendment to state 90 days instead of 120 days in response to the LAC Workgroup's analysis.

The Board of Directors recommends adoption of the proposed amendments to ACWA's Bylaws through a vote of the membership.

Webinar on Proposed Amendments to Bylaws

ACWA staff is hosting a webinar on **Tuesday, November 7, at 10:00 a.m.** in advance of the membership meeting to answer any questions members may have pertaining to the proposed amendments to the bylaws. Please register for the webinar at the link listed below:

Please register for Bylaws Webinar on Nov 07, 2017 10:00 AM PST at:

<https://attendee.gotowebinar.com/register/18153322847132675>

After registering, you will receive a confirmation email containing information about joining the webinar.

Membership Voting Process

ACWA will issue each member agency **present** one proxy card for voting purposes based on the designated voting representative identified by the member agency on the proxy designation form. The designated voting representative is required to register and sign as the proxy holder to receive the proxy card. Proxy cards will **only** be available for pick-up on **Wednesday, November 29**, between **9:00 a.m. and 12:00 p.m.** at the **ACWA General Session Desk** in the main foyer outside of the **Marquis Ballroom Center, Marriott Anaheim**. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.

To expedite the sign-in process at the **ACWA General Session Desk**, please indicate your voting delegate on the enclosed proxy designation form and return it by email (**donnap@acwa.com**) or fax (**916-325-4857**) at your earliest convenience prior to conference. If there is a last minute change of delegate, please let us know before the meeting date by contacting ACWA's Clerk of the Board, Donna Pangborn, at 916-441-4545 or donnap@acwa.com.

If you have any questions regarding this process, please contact Clerk of the Board Donna Pangborn at the ACWA office at 916-441-4545 or donnap@acwa.com.

dgp

Enclosures:

1. General Session/Election Procedures
2. Proposed ACWA Bylaws Amendments – Redline Version
3. Proxy Designation Form

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BYLAWS of the Association of California Water Agencies

Proposed Amendments – redline version: September 29, 2017

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(As amended by the Members on December 2, 2015)

ARTICLE 1 – GENERAL

Section 1. Name. The name of this California nonprofit corporation shall be the Association of California Water Agencies (hereinafter referred to as the Association).

Section 2. Principal Office. The principal office for the transaction of business of the Association is located at 910 K Street, Suite 100, Sacramento, California; provided, however, that the Board of Directors may change the location of the principal office by resolution and without amendment of these bylaws.

Section 3. Purposes. The purposes of the Association shall be to work together with its members and others for the best interests of California and its citizens and landowners who use, need and depend upon water; to encourage the orderly development of the waters of the state; to seek means of obtaining and making available to all of California a dependable water supply of the best possible quality at the lowest possible cost, giving due consideration to environmental factors involved therein; to provide inspiration and leadership in meeting and solving the water supply problems of this state; to propose and advocate such policies and measures—local, state and federal—that serve the best interests of the Association, opposing those of contrary nature; to assist in promoting the health, safety and welfare of the employees of its members; and to do all other things that are in the best interests of its members.

ARTICLE 2 – MEMBERSHIP AND DUES

Section 1. Membership.

- A. **Members.** Only a public district, public agency, or public organization created and operated for the purpose of controlling, treating, developing, acquiring, using or supplying water for any purpose for inhabitants or lands within the state of California, or for the protection, drainage or reclamation of lands within the state of California, may become a member of the Association. Such an entity will become a member upon written application, approval by the Board of Directors, and the payment of the required dues. Acceptance to membership shall authorize full participation in Association activities. Except as otherwise provided in subsection (B) below, in no case may an organization other than a state, a political subdivision (as defined in § 1.103-1(b) of the Income Tax Regulations) of a state or an entity the income of which is excluded from gross income under § 115 of the Internal Revenue Code be a member of the Association.
- B. **Honorary Life Members.** Any person who has rendered conspicuous service in furthering the purposes of the Association may, by vote of the Board of Directors, be granted an honorary life membership in the Association without payment of dues or assessments. All past presidents of the Association shall automatically be honorary life members without vote of the Board of Directors. Honorary life members shall not be entitled to a vote or to hold office automatically because of their status as honorary life members.
- C. **Termination of Members.** Membership shall cease upon the failure of any member to pay the dues provided for in Section 2 of this Article. The membership of any member may be terminated at any time by such member sending written notification of its intention to withdraw to the Association's principal office. The Board of Directors may terminate the membership of any member upon 30 days' written notice by first-class mail when it is determined at any regular Board meeting or at any special Board meeting called for that purpose that continuance of such membership would not be in the best interests of the Association. Withdrawal or termination of membership ends any participation in Association activities and shall terminate a member's interest in the Association's assets.

Section 2. Dues. The annual dues of each member of the Association shall be established by the Board of Directors; provided, however, that any member may apply for a change in its dues because of conditions that differentiate such applicant from other members.

Section 3. Liability of Members. No member shall be liable for any obligation incurred by the Association with the following exception: (1) the payment of the annual dues while it remains a member; and (2) the payment of emergency assessments, which shall not exceed 10 percent of current annual dues for each member in any calendar year while it remains a member. No emergency assessment may be levied against any member during its first two years of membership in the Association.

ARTICLE 3 – OFFICERS

Section 1. President and Vice President.

- A. **General.** The president and vice president of the Association shall be the elected officers of the Association. At the time of their election the president and vice president shall each be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association. The president and vice president shall be elected by the members of the Association at its fall conference in each odd-numbered year, shall take office on January 1 of the calendar year following election, and shall hold office until such time as their successors take office or are appointed. An elected president shall not be permitted to succeed himself/herself to that office. Except as provided in this Article, should vacancies occur in either office of the president or vice president, the Board of Directors shall appoint persons to fill such offices for the unexpired terms thereof.
- B. **President.** The president shall preside at all meetings of the Board of Directors, the Executive Committee, and the general membership; shall appoint members of all committees, including the chair and vice chair of each, upon recommendation from members and regions (as communicated by the region chairs), with each such committee chair and vice chair ratified by the Board of Directors; and shall perform all other duties necessary to carry out the functions of the office. The president shall be a non-voting *ex officio* member of each committee, but shall not be an *ex officio* member of the Nominating Committee or the region boards.

The president may be expelled from office with or without cause, upon the satisfaction of the following two events: (1) a two-thirds vote of the Board of Directors; and (2) a subsequent simple majority vote of the members of the Association during a meeting of the membership.

- C. **Vice President.** The vice president shall, in the absence of the president, assume all of the duties of that office and, if a vacancy occurs, succeed thereto for the unexpired term. The vice president shall sit as a member of the Executive Committee of the ACWA Joint Powers Insurance Authority and shall perform such other duties as assigned by the president.

Section 2. Executive Director/Secretary and Controller/Treasurer.

- A. **General.** The executive director/secretary and controller/treasurer of the Association shall also be officers of the Association. The executive director/secretary shall be appointed by and hold office at the pleasure of the Board of Directors of the Association.
- B. **Executive Director/Secretary.** The executive director/secretary shall: (1) advise and assist the Board of Directors, all committees, the boards of each region, and the workgroups of each region; (2) be responsible for administering the total operations of the Association; (3) employ, direct, and release all employed staff in accordance with the policies adopted by the Board of Directors and consistent with the budget adopted by the Board of Directors; (4) provide relevant

information to the Board of Directors needed by the Board to take actions; (5) give members notice and record minutes of all meetings of the membership, Board of Directors, and Executive Committee; and (6) have such other powers and perform such other duties as may be provided and assigned by the Board of Directors directly or through the president of the Board or the Executive Committee. The executive director/secretary, with the assistance of the controller/treasurer, shall render a report to the Board of Directors at the first meeting following the close of each calendar year showing the membership of the Association, the receipts and expenditures during the year, and the work accomplished during the previous year.

- C. **Controller/Treasurer.** The controller/treasurer shall report to and act under the direction of the executive director/secretary. The controller/treasurer shall be a signatory on all accounts held by the Association and shall act as a fiduciary for all assets of the Association.

ARTICLE 4 – BOARD OF DIRECTORS

Section 1. Membership. The Board of Directors shall consist of:

- A. The Association president and vice president.
- B. The chair and vice chair of each region.
- C. The chair of each standing committee.
- D. The most immediate active past president.
- E. The vice president of the ACWA/Joint Powers Insurance Authority.

Section 2. Term of Office. The term of office of all members of the Board of Directors shall commence on January 1 of the calendar year following election of the president and vice president, except for those persons who serve on the Board of Directors by nature of their position as chairs of standing committees, whose terms shall instead commence upon their ratification by the Board of Directors. Except as provided in Article 4, Section 11, the term of office for all members of the Board of Directors shall terminate on December 31 of the following odd-numbered year two years later, or until their successors take office.

Section 3. Attendance Requirement. Any member of the Board of Directors who misses two consecutive regular Board meetings without being excused by the Board will no longer be a member of the Board of Directors.

Section 4. Regular Meetings. Regular meetings of the Board of Directors shall be held bimonthly at such times and places as the Board may determine.

Section 5. Special Meetings. Special meetings may be called by the president upon the president's own volition or shall be called by the president when requested in writing by five directors. Prior to conducting such a special meeting, the president shall consult with the Executive Committee to ensure

that adequate information is available to the Board of Directors for any necessary decisions; and where such meeting is called upon the president's own volition, the president shall also consult with the Executive Committee as to the necessity of the special meeting. Notice for special meetings shall be provided in the following manner: (1) upon 10 days' written notice sent by mail to each director and addressed to each at the address as shown upon the records of the Association; or (2) upon 48 hours' notice with notice provided by electronic means. When the meeting is called upon the president's own volition, the president shall choose the form of notice; when the meeting is called by a request of five directors, the five directors shall choose the form of notice and the president shall promptly call the meeting. No business except those items described in the notice shall be transacted at any special meeting, except by consent of three-fourths of the members of the Board of Directors present.

Section 6. Meeting Requirements and Quorums. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission. At any meeting of the Board of Directors, the attendance of 50 percent of the voting members of the Board of Directors, or their permitted alternates as specified in these bylaws, shall constitute a quorum for the transaction of any business. The Board may hold a closed session for discussion of personnel matters or enforcement of violations of the code of conduct.

Section 7. Alternates. Each region shall designate an alternate for each chair and vice chair, who shall meet the qualification requirements for chair and vice chair, to act at meetings of the Board of Directors when the chair or vice chair is unable to attend. The vice chair of each standing committee will be the alternate to act at meetings of the Board of Directors when the chair is unable to attend. An alternate may not act or vote on behalf of more than one member of the Board of Directors. A member of the Board of Directors may not act as an alternate for any other member.

Section 8. Vacancies for Standing Committee Chairs and Vice Chairs. Should a vacancy occur in the office of any standing committee chair or vice chair before the end of the term, the president shall appoint a new committee chair or vice chair to fulfill the unexpired term of such committee chair or vice chair subject to ratification by the Board of Directors. A vacancy in the office of any such standing committee chair or vice chair as described in the previous sentence shall be deemed to exist when the chair or vice chair: (1) resigns the office; (2) no longer is an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member; or (3) is otherwise removed by a member agency of the Association.

Section 9. Duties, Authorities, and Delegation. Subject to the provisions and limitations of California Nonprofit Corporation Law, other applicable laws, and the provisions of these bylaws, the Association's activities and affairs are to be exercised by or under the direction of the Association's Board of Directors. The Board of Directors is responsible for the overall supervision, control, and direction of the Association. The Board of Directors shall: (1) employ and release the executive director/secretary; (2) set performance expectations for the executive director/secretary; (3) receive, review, and consider approval of executive director/secretary recommended compensation, other terms and conditions of

employment, and annual evaluations as prepared by the Executive Committee; (4) annually adopt a budget; and (5) set the level of dues for the Association. Except as to the duties listed in the previous sentence, and subject to Article 3, Section 2, the Board of Directors may delegate the supervision, control, and direction of the Association's affairs to any person or group, including a committee, provided the Association Board retains ultimate responsibility for the actions of such person or group. Where such powers are delegated, the delegation shall be documented in writing.

Section 10. Immediate Past President. The immediate past president automatically assumes this position after serving as the Association's elected president and is a voting member of the Board of Directors and Executive Committee. The term of office for the immediate past president shall commence on January 1 of the calendar year following election of the president and vice president and shall terminate on December 31 of the following odd-numbered year two years later. In the event the most immediate active past president is unavailable to serve, the most recent and available active past president in succession shall serve in this capacity.

Section 11. Code of Conduct of Board Members.

- A. **Code of Conduct: Purpose and Adoption.** The Board of Directors shall establish, and update as appropriate, a code of conduct for its Directors that recognizes the Association's commitment of integrity, respect, and fair representation to its members and the public they serve and establishes minimum ethical standards for the performance of the duties of office. The code shall be consistent with the procedural processes contained in this section. The code shall be distributed to all new Directors and shall be distributed annually to all members of the Association.
- B. **Violations and Enforcement Process.** A violation of the code of conduct may result in removal, public censure, or private reprimand of a Director, or such other action as contained in the code of conduct. However, removal and public censure shall be reserved only for serious violations. A Director may not be removed or publically censured absent an affirmative vote of two-thirds of the voting members of the Board of Directors. A Director may be privately reprimanded for a violation of the code of conduct upon the majority vote of the quorum. Complaints of violation of the code of conduct may be filed with the president, or the vice-president if the allegations are made against the president. The president may refer a complaint of violation to the executive director/secretary for investigation. The executive director/secretary may retain a special investigator or special counsel to conduct or assist the investigation. A Director accused of a violation shall be provided a copy of the complaint. A Director that takes any hostile or retaliatory action, directly or indirectly, against a complainant is subject to removal from the Board in conformance with the process identified above. Prior to scheduling a Board action on a complaint, the president shall consult with the Executive Committee and the chair of the Legal Affairs Committee. A Director accused of a violation of the code of conduct shall be provided at least 15 days' written notice of any meeting of the Board at which a determination of enforcement will be considered. A determination of enforcement may be made only at a regular

meeting of the Board and shall be made in closed session. The determinations of the Board under this section shall not be admissible in any criminal or civil proceeding brought against the Director for conduct that violates any other law.

ARTICLE 5 – REGIONS

Section 1. Boundaries of Each Region.

- A. There shall be a maximum of 10 regions within the state. The Board of Directors shall determine the regional boundaries. Insofar as is practicable, the regions shall have a numerical balance in members of the Association; make geographic sense; and promote regional problem solving.
- B. A member of the Association may file a written petition to the Board of Directors requesting a change in regions. Such petition shall set forth the reasons for such requested change. The Board shall, within a reasonable time, act upon such petition and set forth the reasons for its action. Such action by the Board shall be based on factors in (A) above, as well as others deemed by the Board of Directors to be relevant to the decision.

Section 2. Officers.

- A. The officers of each region shall be a chair and vice chair and three to five region board members who shall be elected by the region by September 30, or the preceding Friday if September 30 falls on a weekend, of odd-numbered years. A region may maintain a board of fewer than five but not less than three members as provided in the region's rules and regulations. The officers of the region board shall take office on January 1 of the calendar year following election and shall hold office for two years, or until their successors take office. Regions shall hold elections by electronic ballot. ACWA staff shall verify the legitimacy of the ballots.
- B. The officers of each region shall: (1) exercise the powers and perform duties of the region during the interim between region meetings; and (2) make recommendations to the president regarding appointments to committees. The chair and vice chair shall be the region's representatives to the ACWA Board of Directors.
- C. Each officer of a region shall be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the term of the office, the individual may not serve during the remaining term of that office unless that individual can again meet the criteria for the office and is appointed to complete the term. The region board may adopt more stringent criteria for board member qualifications as part of the region's rules and regulations.
- D. Should a vacancy occur in any of the region board positions before the end of the term, the remaining members of the region board shall appoint a new member. A vacancy in the office of

any region board position shall be deemed to exist when a region board member: (1) resigns the office; (2) no longer is an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member of the Association to represent that member; or (3) is otherwise removed by a member agency of the Association.

Section 3. Nominating Committees. There shall be a nominating committee for each region consisting of three or more designees, each representing a member of the Association located within the region, appointed by the chair of the region and approved by the region board. Nominating committees shall be formed by February 28 of each odd-numbered year. The nominating committee shall announce its nominations for chair, vice chair, and region board members by August 1 of an election year. All regions must complete the election process by September 30 of the election year, or the preceding Friday if the September 30 falls on a weekend.

Section 4. Meetings. The meetings of each region shall be held at both the spring and fall conferences and at such other times and places as may be determined by the region chair. Representatives of five or more members of the Association from the region present at any region meeting shall constitute a quorum for purposes of conducting the business of the region. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission.

Section 5. Workgroups. Workgroups may be appointed by the region chair as needed.

Section 6. Rules. Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association. Each region shall abide by the code of conduct adopted by the Board of Directors of the Association.

ARTICLE 6 – EXECUTIVE COMMITTEE

Section 1. Membership. There shall be an Executive Committee consisting of the following: the president of the Association, who shall be the chair thereof; the vice president; the most immediate active past president; the chair of the Finance Committee; and three at-large representatives selected from and by the members of the Board of Directors. The election of the three at-large representatives to the Executive Committee shall occur at the first Board of Directors meeting held in each even-numbered year and the elected representatives shall serve immediately following their election and until such time as their successors take office. To the extent practical, the Executive Committee should be constituted so as to reflect the geographic extent of the Association and the functions of the members of the Association.

Section 2. Powers. The Executive Committee shall have the following authority:

- A. **Personnel.** Subject to the budget adopted by the Board of Directors, the Executive Committee shall perform the following personnel actions: (1) recommend compensation for the executive

director/secretary to the Board of Directors for approval; (2) perform annual reviews of the executive director/secretary and submit that review to the Board of Directors; (3) review and approve the classification and compensation plan and publicly posted salary schedule for Association employees submitted by the executive director/secretary, which shall be reviewable by the Board of Directors, in closed session, upon request of the Board of Directors; (4) establish personnel policies for the conduct and behavior of employees, which shall be reviewable by the Board of Directors; and (5) undertake such other personnel actions as may be requested by the executive director/secretary in support of his or her oversight of all other personnel matters, which shall be reviewable by the Board of Directors, in closed session, upon request of the Board of Directors.

- B. **Delegation.** The Executive Committee may act pursuant to any authority specifically delegated to it by the Board of Directors. The delegation shall indicate whether the authority is still subject to the ultimate authority of the Board.
- C. **Authority to Act Between Meetings.** The Executive Committee may act for the Board of Directors between Board meetings when calling a special meeting of the Board of Directors is impracticable, provided that no such action of the Executive Committee shall be binding on the Board of Directors until authorized or approved by the Board. The Executive Committee has the authority to authorize actions recommended by the Legal Affairs Committee (such as the filing of letter briefs and amicus curiae briefs) by electronic means without the need for an in-person or telephonic meeting, but such actions shall be ratified by the Board of Directors at its next meeting.

Section 3. Reporting. The president, or any person designated by the president, shall report to the Board of Directors, at each regular Board meeting, any action taken by the Executive Committee since the last preceding regular Board meeting. The minutes of Executive Committee meetings, which at that time may still be in draft form, shall be mailed (using the U.S. Postal Service, express delivery, electronic means, or otherwise) to each member of the Board of Directors at least five days prior to Board meetings, except in cases in which the Executive Committee meets during or immediately prior to a conference of the Association or immediately prior to a Board meeting, in which case the minutes, which may still be in draft form, shall be mailed to each director promptly thereafter.

Section 4. Meetings. The Executive Committee shall hold regularly scheduled meetings as set by the president. Special meetings of the Executive Committee may be called by the president upon notice to the members of that committee or upon written request of three Executive Committee members. Notice for special Executive Committee meetings shall be provided to the entire Board: (1) upon five days' written notice sent by mail, or (2) upon 24 hours' notice with notice provided by electronic means; and all such meetings shall be open to the Board of Directors. Any meeting, regular or special, may be held in person or by telephone conference, web video conference or other electronic video screen communication or electronic transmission. All members of the Board of Directors may attend any meeting of the Executive Committee. Meetings of the Executive Committee may be closed to others at

the discretion of the President or committee. Only members of the Executive Committee are allowed to vote on matters at a meeting of the committee.

Section 5. Minutes. The minutes of the Executive Committee meetings shall be kept by the executive director/secretary at the Association's principal office. Actions of the Executive Committee shall be reported to the Board of Directors as provided in Section 3 of this Article and shall be available to any member of the Board of Directors upon request to the executive director/secretary.

ARTICLE 7 – STANDING COMMITTEES

Section 1. Qualification. In order to serve on any ACWA standing committee, an individual must be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the term of the appointment, the individual may not serve during the remaining term of that appointment unless that individual can again meet the criteria for appointment and is appointed to complete the term.

Section 2. Term of Office. The term of office of standing committee members shall be two years commencing on January 1 of each even-numbered year. The term of office of standing committee chairs and vice chairs shall be approximately two years and shall commence as soon after January 1 of the even-numbered year as they may be appointed by the president and ratified by the then-seated Board of Directors, and shall terminate on December 31 of the odd-numbered year approximately two years later or until their successors are appointed and ratified.

Section 3. Meetings. Meetings of standing committees may be called at such times and places designated by the respective chair thereof except where provided otherwise by these bylaws. Subject to the provisions of these bylaws and any actions that may be taken by the Board of Directors, the chairs of each standing committee may establish their own rules for the efficient operation of the committee they each chair. The chairs of each standing committee are authorized to create subcommittees and workgroups in order to complete the work of the committee.

Section 4. Committee Composition. Each limited standing committee shall have a membership composition that is comprised of members in the quantity and with qualifications as defined by the provisions of these bylaws. The committee chair position shall not be included in the maximum count for determining the committee composition total of any given limited committee. The committee chair shall, however, be a voting member of their respective committees subject to the rules and procedures of each committee.

Rationale: Staff is recommending this amendment to the Bylaws to allow the President flexibility in appointing members to limited standing committees and to provide an odd number committee composition total.

LAC Workgroup Analysis: The proposed revision is clear and meets its intended purpose.

Committee Composition Terms in Sections 5 through 17.

Rationale: Review of Committee Composition Terms: Staff noted that the use of the term “individual” versus “representative” (and one instance of “member”) was inconsistent throughout the committee composition description for each of the standing committees in Article 7. Staff asked the LAC Workgroup to review Section 1, Qualifications, as well as each of the committee descriptions to make a determination as to which term would best apply for all of the committees for purposes of consistency throughout Article 7.

LAC Workgroup Analysis: Reading of the various ACWA committee sections suggests that “Member” would be the most appropriate word for consistency throughout the By-Laws. However, the use of a single term, may require some minor revisions to surrounding text for clarity (for an example see Section 15 (State Legislative Committee) where “member” is separately used to denote a “member agency” and so would need to state “member-agency” consistently to accommodate the more general use of “member” throughout the By-Laws).

Staff Response: Staff revised the terms in the committee sections to “member” for consistency and the surrounding language where needed in response to the LAC Workgroup’s analysis.

Section 5. Agriculture Committee. There shall be an Agriculture Committee whose duty it shall be to recommend Association policy, positions and programs to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. The committee shall consist of at least one member from each region.

Rationale: The 2016-2017 Business and Strategic Plan initiative to increase involvement and engagement from ACWA’s agricultural members has successfully generated momentum amongst ACWA’s agricultural members and a renewed attention to and involvement in key policy issues that uniquely affect agricultural water suppliers. Amidst this success, a concern has arisen that the momentum could be lost once the Board of Directors finishes its current term and the initiative sunsets. This concern has sparked the suggestion that ACWA should consider creating an Agriculture Committee as the thirteenth standing committee of the Association to continue the objectives of the Ag Initiative long-term.

LAC Workgroup Analysis: The proposed revision is clean and meets its intended purpose.

Section 6. Business Development Committee. There shall be a Business Development Committee whose duty it is to develop and recommend to the Board of Directors programs and activities to be provided or administered by the Association that generate non-dues revenue and provide a service or benefit to ~~Association members~~member agencies. The committee shall consist of at least one ~~representative member~~ from each region and ~~one representative~~may include members from ~~the any of the~~ other standing committees.

Section ~~5~~ 7. Communications Committee. There shall be a Communications Committee whose duty it shall be to develop and make recommendations to the Board of Directors regarding a comprehensive internal and external communications program for the Association and to promote development of sound public information and education programs and practices among members ~~of the Association agencies~~. The committee shall consist of no more than 40 ~~individuals~~ members. ~~Of that number, The committee shall consist of~~ at least one ~~individual member shall be~~ from each region.

Section ~~6~~ 8. Energy Committee. There shall be an Energy Committee whose duty it shall be to recommend policies and programs to the Board of Directors and to the State Legislative Committee and/or Federal Affairs Committee as appropriate. The committee shall consist of at least one ~~representative member~~ from each region.

Section ~~7~~ 9. Federal Affairs Committee. There shall be a Federal Affairs Committee whose duty it shall be to review all federal legislative proposals and regulatory proposals affecting ~~members of the Association member agencies~~, after consulting with other appropriate committees, and to develop Association positions consistent with existing policy, where it has been established; recommend sponsorship of bills that will resolve problems or improve conditions for members ~~of the Association agencies~~; and assist in the establishment of the Association's federal legislative program. The committee shall consist of at least one ~~and, but~~ no more than five ~~individuals~~ members from each region.

Section ~~8~~ 10. Finance Committee. There shall be a Finance Committee whose duty it shall be to make recommendations to the Board of Directors regarding annual budgets, dues formula and schedules and other revenue-producing income, annual audit and selection of an auditor, and investment strategies. The committee shall consist of the president and vice president of the Association as *ex officio* members, ~~the Finance Committee chair, one member~~ either the chair or vice chair from each of the Association's ~~of the region board from each of the Association's~~ 10 regions ~~boards (either chair or vice chair)~~, and one additional representative member from each region with experience in financial matters.

Section ~~9~~ 11. Groundwater Committee. There shall be a Groundwater Committee whose duty it shall be to recommend policies and programs to the Board of Directors and to the State Legislative Committee and/or Federal Affairs Committee as appropriate. The committee shall consist of at least one ~~representative member~~ from each region.

Section ~~10~~ 12. Legal Affairs Committee. There shall be a Legal Affairs Committee whose duty it shall be to support the mission of the Association, and more particularly to deal with requests for assistance involving legal matters of significance to members ~~of the Association agencies~~, including but not limited to state and federal court litigation, water rights matters, selected regulatory and resources agency matters, proposed bylaw revisions, review of legislation as requested by the State Legislative Committee, etc. The committee shall consider matters and issues submitted to it in order to determine which ones are of major significance to the members ~~of the Association agencies~~ and, assuming a finding of major significance, recommend to the Board of Directors the position(s) which the committee believes the Association should take with respect thereto. The committee shall be composed of between ~~35~~ 34 and ~~45~~ 44 attorneys, each of whom shall be a member of the California Bar and shall be,

or act as, counsel for a member ~~of the Association~~agency, representing diverse interests within the Association, including but not limited to, different geographical areas throughout the state, large and small agencies, agricultural and urban agencies, agencies created under the various enabling statutes, etc. ~~Further, there shall be at least one representative from each region on the committee~~The committee shall consist of at least one member from each region.

Rationale: Change the committee composition range so there is a resulting odd number total when the chair is added.

LAC Workgroup Analysis: Considered together with the general change in Section 4, Committee Composition above, this change accomplishes its purposes and maintains the current overall LAC membership numbers.

Section-~~11~~ 13. Local Government Committee. There shall be a Local Government Committee whose duty it shall be to recommend policies to the State Legislative Committee, as appropriate, and Board of Directors on matters affecting water agencies as a segment of local government in California. The committee shall consist of at least one, ~~and but~~ no more than three ~~individuals~~members from each region.

Section-~~12~~ 14. Membership Committee. There shall be a Membership Committee whose duty it shall be to assist staff in developing membership recruitment and retention programs, make recommendations to the Board of Directors regarding membership policies, eligibility, and applications for membership and review and make recommendations to the Finance Committee regarding an equitable dues structure. The committee shall consist of at least one member from each region.

Section-~~13~~ 15. State Legislative Committee. There shall be a State Legislative Committee whose duty it shall be to review all state legislative proposals affecting members ~~of the Association~~agencies and to establish Association positions, consistent with existing policy, where it has been established; sponsor bills that will resolve problems or improve conditions for member ~~s of the Association~~agencies; and assist in the establishment of the Association's legislative program. The committee shall consist of ~~individuals~~members representing a variety of types of ~~members~~member agencies and at least one ~~and,~~ but no more than four ~~individuals~~members from each region.

Section-~~14~~ 16. Water Management Committee. There shall be a Water Management Committee whose duty it shall be to recommend policy and programs to the Board of Directors on any area of concern in water management. The committee shall consist of at least one, ~~but and~~ no more than four ~~individuals~~members from each region.

Section-~~15~~ 17. Water Quality Committee. There shall be a Water Quality Committee whose duty it shall be to develop and recommend Association policy, positions, and programs to the Board of Directors, to promote cost-effective state and federal water quality regulations that protect the public health, to enable interested members ~~of the Association~~agencies to join together to develop and coordinate with

other organizations, and to present unified comments regarding agricultural and domestic water quality regulations. The committee shall consist of at least one [individual member](#) from each region.

ARTICLE 8 – SPECIAL COUNCILS, COMMITTEES, AND TASK FORCES

Section 1. Council of Past Presidents. There shall be a Council of Past Presidents composed of all past presidents of the Association who serve on the council until each is no longer able to or wishes to serve. The council shall provide a mechanism for past presidents to continue to make valuable contributions to the Association. With approval of the Board of Directors, the president and/or executive director/secretary may assign specific responsibilities to the council from time to time. Members of the Council of Past Presidents are invited to attend and participate in the Association’s Board meetings.

Section 2. Nominating Committee. There shall be a Nominating Committee consisting of five or more persons appointed by the president prior to the Association’s fall conference in each odd-numbered year, whose purpose shall be to nominate qualified individuals for the offices of president and vice president of the Association. The Nominating Committee shall publish its nominations for the offices of president and vice president of the Association not less than 10 or more than 90 days before the membership meeting is held at fall conference. Additional nominations may be made by any member of the Association for candidates for the office of president and vice president. Additional nominations shall be made from the floor during the election of president and vice president at the membership meeting scheduled for said purposes.

Section 3. Other Committees and Task Forces. Other committees and task forces may be appointed by the president from time to time as needed, consistent with and supportive of the mission of the Association.

ARTICLE 9 – MEETINGS OF MEMBERS

Section 1. Meetings. Meetings of the members of the Association shall be held at the Association’s conferences at such times as may be determined by the Board of Directors to conduct necessary business and to elect the president and vice president, which occurs at the fall conference in each odd-numbered year.

Section 2. Special Meetings. Special meetings of the members of the Association may be called by the Board of Directors, the president of the Board of Directors, or by 5 percent or more of the members of the Association. Except when called by the Board, a request for a special meeting must be in writing and must be delivered in person or mailed by first-class mail addressed to the president of the Board at the principal office of the Association, with a copy to the executive director/secretary. The request must state the general nature of the business proposed to be transacted at the meeting.

A special meeting that has been called by written request of 5 percent of the member agencies of the Association to the Board of Directors shall be set by the Board of Directors on a date that is not less than 35 or more than 90 days after receipt of the request.

Section 3. Notice Requirements for Membership Meetings. Written notice of any membership meeting shall be given to each voting member of the Association. The notice shall state the date, time, and place of the meeting; the means by which members may participate; and the general nature of the business to be transacted. The notice of any meeting at which Board officers are to be formally nominated and elected shall include the names of the recommended slate of candidates for the offices of president and vice president in addition to the election procedures. The member notification information shall also be posted on the Association's website.

Except as otherwise provided in these bylaws or California law, a written notice of regular membership meetings shall be given not less than 10 or more than 90 days before the date of the meeting to each member who, on the record date for notice of the meeting, is entitled to vote; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, that notice shall be given not less than 20 days before the meeting.

Section 4. Notice Requirements for Special Meetings. The executive director/secretary shall cause notice to be given to all members of the Association of the date, time, and place of the meeting and the general nature of the business to be transacted at the meeting. No business except that specified in the request and notice may be transacted at said special meeting. If notice of the requested special meeting is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice.

Section 5. Voting. Each member of the Association shall be entitled to one vote that shall be cast by its authorized representative. All questions, except amendments or revisions of these bylaws, shall be determined by a majority of the members present and voting. A roll call may be requested by any representative.

Section 6. Amendment of Bylaws. These bylaws may be amended or revised by two-thirds of the member agencies of the Association present and voting at any meeting.

Section 7. Quorums. The presence of the authorized representative of 50 members of the Association at any meeting of the members shall constitute a quorum for transacting business.

Section 8. Amendments, Revisions, and Resolutions. Before any amendments or revisions to the bylaws, or resolutions, may be considered at any meeting of the Association, any such amendment, revision, or resolution shall be submitted to the executive director/secretary at least ~~30~~ 90 days prior to the first day of such meeting. The executive director/secretary shall promptly distribute any proposed amendments or revisions to the Legal Affairs Committee for the Legal Affairs Committee to develop an unbiased analysis of the amendments or revisions. Following development of an analysis for the proposed amendments or revisions, the executive director/secretary shall distribute copies of any resolutions, amendments or revisions, including any applicable analyses, to all members of the Association ~~at least five~~ not less than 10 days ~~or more than 90 days~~ prior to presentation at such meeting. The written notice of the membership meeting shall be given to each voting member of the Association consistent with the provisions defined in Section 3. The ~~30~~ 90-day rule may be suspended at

any meeting of the Association by consent of three-fourths of the members present. Voting on resolutions, amendments, or revisions shall proceed as provided by Sections 3 5 and 4 6 of this Article.

Staff Rationale: Staff is recommended that the deadline for submitting requests for amendments, revisions, and resolutions be changed from 30 to 120 days prior to any membership meeting to provide Legal Affairs Committee sufficient time to review and develop the required analysis and for staff to provide adequate notice to the members as set forth in Article 9, Sections 3 and 4 of the Bylaws. Note: Staff typically notifies ACWA members at least 45 prior to a given membership meeting to allow the agency boards to designate their authorized representative.

LAC Workgroup Analysis: This proposed revision is clear and meets its intended purpose. However, subcommittee members did express some concern that the 120-day submission requirement may unduly limit the Association's ability to quickly respond to state or federal legislative or administrative acts appropriately. A supermajority of the Association may vote to suspend the requirement, however, it may be advisable to require only 90-days for submission while retaining the general Association distribution timing of no later than 10-days and no earlier than 90-days prior to presentation at an Association meeting.

Staff Response: Staff revised the proposed amendment to state 90 days instead of 120 days in response to the LAC Workgroup's analysis.

Section 9. Nomination of President and Vice President.

- A. **Qualification.** At the time of their election, the president and vice president of the Association shall each be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association.
- B. **Nominating Committee Process.** All nominations for the positions of president and vice president shall be accompanied by an official resolution from the Association member agency on whose board the nominee serves. Said resolution shall be signed by an authorized signatory of the member agency's Board of Directors.
- C. **Nominations from the Floor.** Additional nominations may be made by any member of the Association for the office of president and vice president. Said nominations and seconds shall be made from the floor during the election of the offices of president and vice president at the membership meeting scheduled for said purposes (as provided for in the penultimate sentence of Article 8, Section 2). Such nominations and seconds shall be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination. The member agency on whose board the nominee serves shall submit a resolution of support if they are not the agency making the floor nomination or second.

Section 10. Additional Procedures for Election of Officers. The Board shall have the authority to develop additional procedures for elections of president and vice president when not otherwise covered by these bylaws.

ARTICLE 10 – INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHER AGENTS

Section 1. Right of Indemnity. To the fullest extent permitted by law, this Corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 7237(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in Section 7237(a) of the California Corporations Code.

Section 2. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the Board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification.

Section 3. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 4. Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer’s, director’s, employee’s or agent’s status as such.

ARTICLE 11 – MISCELLANEOUS

Section 1. Conduct of Meetings. All meetings of the Association shall be conducted in accord with the code of conduct and in substantial accordance with the latest edition of Robert’s Rules of Order Newly Revised unless the Board adopts alternate rules of conduct for itself and/or its committees, region boards, and region workgroups.

Section 2. Funds. The funds of the Association shall be used to further the aims and purposes of this Association. They shall be kept by the controller/treasurer and paid out by checks or other electronic means, which shall only be valid with two authorized signatures. The Board of Directors shall designate

by resolution which persons, other than the controller/treasurer, may sign for expenditures. The Finance Committee shall implement procedures to ensure necessary internal controls over the receipt and expenditures of Association funds and arrange for an external audit. Audit reports shall be presented to the Board of Directors.

Section 3. Disposition of Assets upon Dissolution. The Association's properties and assets are irrevocably dedicated to the fulfillment of the Association's purposes as described in Article 2 of the Articles of Incorporation. No part of the Association's net earnings, properties and assets, on dissolution or otherwise, may inure to the benefit of any private person. Upon the dissolution of the Association, all debts thereof shall be paid and its affairs settled, and all remaining assets shall be distributed to the Association's member political subdivisions for a public purpose, consistent with the provisions of the California Nonprofit Corporation Law relating to public benefit corporations then in effect and with the Articles of Incorporation.

Section 3. Definitions. As used in these bylaws, the term "notice provided by electronic means" shall refer to notice given by fax or e-mail.

Amended comprehensively December 1, 2010

Amended May 9, 2012

Amended May 7, 2014

Amended December 2, 2015

GENERAL SESSION/ELECTION PROCEDURES FOR ACWA 2017 FALL CONFERENCE

The following information is provided to inform the ACWA member agency delegates attending the 2017 Fall Conference of the procedures to be used pertaining to the nomination and election of ACWA officers and the vote by the membership on proposed amendments to the bylaws during the General Session Membership Meeting.

PROXY CARDS – (REQUIRED FOR VOTING)

ACWA will issue each member agency **present** one proxy card for voting purposes based on the designated voting representative identified by the member agency. In order to vote during the General Session Membership Meeting, the designated voting representative is required to register and sign as the proxy holder by 12:00 p.m. on Wednesday, November 29. Upon registration and sign-in, the voting delegate will receive the required proxy cards. Proxy cards will be available for pick-up on **Wednesday, November 29, between 9:00 a.m. and 12:00 p.m.** at the ACWA General Session Desk in the main foyer outside of the **Marquis Ballroom Center, Marriott Anaheim**. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.

GENERAL SESSION MEMBERSHIP MEETING, WEDNESDAY, NOV. 29 (DOORS OPEN AT 1:05 P.M.)

1. The General Session Membership Meeting will be called to order at 1:20 p.m. and a quorum will be determined. The presence of 50 authorized voting representatives is required to establish a quorum for transacting business.
2. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the agenda and election procedures.
3. Nominating Committee Chair John Coleman will present the committee's report and announce the candidate for ACWA President.
4. President Kathy Tieggs will call for floor nominations for ACWA President.
5. If there are no floor nominations for President, the election will proceed. President Tieggs will close the nominations and delegates will vote by holding up their "Yes" or "No" proxy voting cards.
6. If there are floor nominations for President, the nomination will follow the procedures established by Article 9 of ACWA's Bylaws, stating floor nominations and seconds must be supported by a resolution of the governing body of the member agency making and seconding such nomination. **Note: If there are floor nominations, the election of officers will proceed during Wednesday's General Session as outlined below and the proposed bylaws amendments will move to the Thursday General Session Membership Meeting as outlined in item 12 below.**
 - a. Ballots will be distributed to the voting delegates.
 - b. Delegates will complete their ballots and place them in the ballot box, which will be centrally located in the Platinum Ballroom 1-6 meeting room.
 - c. Tellers' Committee will count the ballots. President Tieggs has appointed the following staff members to serve as the Tellers' Committee: Clerk of the Board Donna Pangborn; Director, Business Development & Events Paula Currie; and Executive Assistant Lili Vogelsang.
 - d. Legal Affairs Committee Chair Jeni Buckman will serve as the proctor to oversee the ballot counting process.
 - e. Candidates are welcome to designate an observer to be present during the ballot counting process.
 - f. Results of the ballot count will be announced. Election of ACWA's officers will be determined by a majority of the members present and voting. If any one candidate does not receive a majority of the vote, successive ballot counts will be conducted until a candidate is elected, consistent with Robert's Rules of Order.

7. Nominating Committee Chair John Coleman will announce the candidate for ACWA Vice President.
8. President Kathy Tiegs will call for floor nominations for ACWA Vice President.
9. If there are no floor nominations for Vice President, the election will proceed. President Tiegs will close the nominations and delegates will vote by holding up their “Yes” or “No” proxy voting cards.
10. If there are floor nominations for Vice President, the nominations will follow the procedures described in item 6 above, and the election will proceed according to the steps outlined in 6.a. through 6.f.

IF THERE ARE NO FLOOR NOMINATIONS FOR THE ELECTION OF OFFICERS, THE WEDNESDAY GENERAL SESSION MEMBERSHIP MEETING WILL PROCEED WITH A VOTE ON THE PROPOSED AMENDMENTS TO THE BYLAWS.

11. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the proposed amendments to the bylaws.
 - a. Consideration of amendments to the bylaws.
 - b. Request for motion / second from the floor to approve the proposed amendments to the bylaws.
 - c. Discussion of proposed amendments.
 - d. Opportunity for members to offer changes to proposed amendments to the bylaws. Any proposed changes to the bylaw amendments as currently proposed require **a majority vote of the voting members present**.
 - e. Call for the question. A two-thirds vote of the members present and voting is required to amend the ACWA Bylaws.

IF THERE ARE FLOOR NOMINATIONS FOR THE ELECTION OF OFFICERS, THE OVERVIEW AND VOTE ON THE PROPOSED AMENDMENTS TO THE BYLAWS WILL BE TAKEN UP AT THE GENERAL SESSION MEMBERSHIP MEETING ON THURSDAY AS FOLLOWS.

12. The vote by the membership on the proposed amendments to the bylaws will occur at the Thursday, General Session Membership Meeting, at the Platinum Ballroom 1-6, Anaheim Marriott, at 1:20 p.m.
 - a. The General Session Membership Meeting will be called to order at 1:20 p.m. and a quorum will be determined. The presence of 50 formally designated voting representatives is required to establish a quorum for transacting business.
 - b. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the proposed bylaws amendments.
 - c. The meeting will proceed according to the steps outlined 11.a. through 11.e. above.

PROXY DESIGNATION FORM

ASSOCIATION OF CALIFORNIA WATER AGENCIES GENERAL SESSION MEMBERSHIP MEETING(S)

WEDNESDAY, NOVEMBER 29, 2017 AT 1:20PM

THURSDAY, NOVEMBER 30, 2017 AT 1:20PM (IF NEEDED)

TO: Donna Pangborn, Clerk of the Board

EMAIL: donnap@acwa.com

FAX: 916-325-4857

The person designated below will be attending the ACWA General Session Membership Meeting(s) on **Wednesday, November 29, 2017 (and November 30, 2017 if necessary)** as our voting delegate.

<i>MEMBER AGENCY'S NAME</i>	<i>AGENCY'S TELEPHONE No.</i>
<i>MEMBER AGENCY'S AUTHORIZING REPRESENTATIVE</i>	<i>SIGNATURE</i>
<i>DELEGATE'S NAME</i>	<i>SIGNATURE</i>
<i>DELEGATE'S EMAIL</i>	<i>DELEGATE'S TELEPHONE No.</i>
<i>DELEGATE'S AFFILIATION (if different from assigning agency)¹</i>	<i>DATE</i>

¹ If your agency designates a delegate from another entity to serve as its authorized voting representative, please indicate the delegate's entity in the appropriate space above. Note: Delegates need to sign the proxy form indicating they have accepted the responsibility of carrying the proxy.

REMINDER: Proxy cards will be available for pick up on **Wednesday, November 29**, between **9:00 a.m.** and **12:00 p.m.** at the **ACWA General Session Desk** in the main foyer outside of the **Marquis Ballroom Center, Marriott Anaheim**. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.

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Proposition 84 Projects Status Update



November 7, 2017 Commission Meeting




Nicole D. Fortner, PE
Quality Assurance Manager

Proposition 84 Project Status



Round	No. of Proponents	Projects Complete	Grant Amount	Total Cost
Round 1	13	8	\$12M	\$260M
Round 2	18	0	\$14.5M	\$150M
Drought Round	9	0	\$12M	\$23M
2015 Round	7	0	\$61M	\$237M



Projected Watershed-Wide Benefits of All Four Rounds of OWOW Prop 84 IRWM Projects

- Reduces water demand by 18,000 AFY representing 36,000 households
- Recharges 180,000 AF of additional imported water
- Produces 18,000 AFY of desalted groundwater
- Removes 29,000 tons of salt from groundwater per year
- Creates 11,000 AFY of additional recycled water
- Captures 44,000 AFY of stormwater for beneficial use
- Restores 3,800 acres of environmental habitat
- Reduces nonpoint source pollution by 29,000 pounds per year
- Reduces flood risk damage by \$91 million
- Creates about 11,000 construction related jobs

Round 1 Projects

(August 2011 – December 2017)

Proposition 84 Round 1 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Construct. Complete	% Project Complete
Grant Agreement Administration	SAWPA	\$ 660,004	\$ 0 0.00%	\$ 0	\$ 660,004	61%	N/A	61%
GWRS Flow Equalization	OCWD	\$ 1,000,000	\$ 1,180,760 7.67%	\$ 13,218,920 ¹	\$ 15,399,680	100%	100%	100%
Sludge, Dewatering, Odor Control & Primary Sludge Thickening	OCSD	\$ 1,000,000	\$ 36,638,218 26.00%	\$ 103,278,005	\$ 140,916,223	100%	96%	96.4%
Santa Ana Watershed Vireo Monitoring	SAWA	\$ 600,000	\$ 225,994 26.00%	\$ 43,213	\$ 869,207	100%	100%	100%
Mill Creek Wetlands	Ontario	\$ 1,000,000	\$ 1,615,000 8.85%	\$ 15,635,000	\$ 18,250,000 ²	100%	100%	100%

¹ \$ 13,218,920 in Other State Funds
² \$ 15,420,000 in Other State Funds

Green – Project on schedule or ahead of schedule
 Yellow/Green – Delay experienced, but will finish prior to Grant completion date.
 Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.
 Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

Proposition 84 Round 1 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Cactus Basin	SBCFCD	\$ 1,000,000	\$ 4,427,155 29.96%	\$ 9,350,026	\$ 14,777,181	100%	100%	100%
Inland Empire Brine Line Rehabilitation / Enhancement	SAWPA	\$ 1,000,000	\$ 698,153 10.07%	\$ 5,234,576 ³	\$ 6,932,729	100%	100%	100%
Arlington Desalter Interconnection Project	Corona	\$ 400,000	\$ 350,493 26.00%	\$ 597,556	\$ 1,348,049	100%	100%	100%
Perris II Desalination Facility	EMWD	\$ 1,000,000	\$ 607,296 26.00%	\$ 728,456	\$ 2,335,752	100%	100%	100%
Perchlorate Wellhead Treatment System Pipelines	WVWD	\$ 1,000,000	\$ 368,940 26.00%	\$ 50,060	\$ 1,419,000	100%	100%	100%

³ \$ 5,234,576 in Other State Funds
⁴ \$ 9,956,000 in Other State Funds

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 Yellow/Green – Delay experienced, but will finish prior to Grant completion date.
 Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.
 Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

Proposition 84 Round 1 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Chino Creek Wellfield Development Project	WMWD	\$ 1,000,000	\$ 1,646,091 26.00%	\$ 3,685,027	\$ 6,331,118	100%	98%	98%
Impaired Groundwater Recovery	IRWD	\$ 1,000,000	\$ 20,148,848 53.99%	\$ 16,173,122	\$ 37,321,970	100%	100%	100%
Alamitos Barrier Improvement Project	OCWD	\$ 1,000,000	\$ 650,600 5.61%	\$ 9,956,000 ⁴	\$ 11,606,600	100%	67%	67%
Arlington Basin Water Quality Improv Project	WMWD	\$ 1,000,000	\$ 900,000 33.21%	\$ 809,670	\$ 2,709,670	17%	0%	60%
Total		\$ 12,660,004	\$ 69,457,548 26.62%	\$ 179,419,635	\$ 261,537,187	91%		91.6%

³ \$ 5,234,576 in Other State Funds

⁴ \$ 9,956,000 in Other State Funds

Green – Project on schedule or ahead of schedule

Yellow/Green – Delay experienced, but will finish prior to Grant completion date.

Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.

Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

Round 2 Projects

(February 2014 – June 2020)

Proposition 84 Round 2 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Grant Agreement Administration	SAWPA	\$ 625,310	\$ 0 0.00%	\$ 0	\$ 625,310	47%	N/A	47%
Perris Desalination Program Well 94	EMWD	\$ 1,000,000	\$ 0 0.00%	\$ 9,238,280	\$ 10,238,280	0%	0%	54%
Quail Valley Subarea 9 Phase I Sewer System	EMWD	\$ 1,930,000	\$ 2,960,000 37.00%	\$ 3,110,000	\$ 8,000,000	25%	0%	24%
Forest First	USFS	\$ 1,000,000	\$ 2,055,039 37.00%	\$ 2,499,121	\$ 5,554,160	0%	50%	49%
Wineville Regional Recycled Wtr Pipeline/GW Recharge System Upgrades	IEUA	\$ 1,000,000	\$ 0 0.00%	\$ 29,500,000 ¹	\$ 30,500,000	100%	100%	97%

¹ \$29,500,000 in Other State Funds

Green – Project on schedule or ahead of schedule

Yellow/Green – Delay experienced, but will finish prior to Grant completion date.

Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.

Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

Proposition 84 Round 2 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Plunge Creek Water Recharge and Habitat Improvement	SBVWCD	\$ 500,000	\$ 184,731 26.00%	\$ 25,769	\$ 710,500	28%	0%	45%
Prado Basin Sediment Mgmt Demonstration Project	OCWD	\$ 750,000	\$ 2,910,050 37.00%	\$ 4,204,950	\$ 7,865,000	0%	0%	22%
San Sevaine GW Recharge Basin	IEUA	\$ 750,000	\$ 925,001 32.34%	\$ 1,184,999	\$ 2,860,000	48%	0%	75%
Corona/Home Gardens Multi-Jurisdictional Wtr Transmission Line	Corona	\$ 1,300,000	\$ 2,327,494 37.00%	\$ 2,663,031	\$ 6,290,525	4%	0%	55%
Enhanced SW Capture/Recharge Along the SAR	SBVMWD	\$ 1,000,000	\$ 11,581,000 37.00%	\$ 18,719,000	\$ 31,300,000	0%	0%	30%

Green – Project on schedule or ahead of schedule

Yellow/Green – Delay experienced, but will finish prior to Grant completion date.

Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.

Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

Proposition 84 Round 2 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Regional Residential Landscape Retrofit	IEUA	\$ 500,000	\$ 370,000 37.00%	\$ 130,000	\$ 1,000,000	81%	N/A	95%
Canyon Lake Hybrid Treatment Process	LESJWA	\$ 500,000	\$ 327,635 37.00%	\$ 57,865	\$ 885,500	100%	100%	100%
Customer Handbook to Using Water Efficiently	WMWD	\$ 120,000	\$ 42,000 25.93%	\$ 0	\$ 162,000	49%	N/A*	90%
Lower Day Basin	IEUA	\$ 750,000	\$ 917,599 37.00%	\$ 812,401	\$ 2,480,000	0%	0%	30%
CII Performance Based WUE Program	MWDOC	\$ 500,000	\$ 898,179 37.00%	\$ 1,029,333	\$ 2,427,512	100%	N/A*	50%

*Project does not include construction, but rather implementation of a plan.

Green – Project on schedule or ahead of schedule

Yellow/Green – Delay experienced, but will finish prior to Grant completion date.

Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.

Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

Proposition 84 Round 2 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Peters Canyon Channel Water Capture and Reuse Pipeline	Irvine	\$ 1,000,000	\$ 3,211,086 37.00%	\$ 4,467,523	\$ 8,678,609	100%	100%	94%
Soboba Band of Luiseno Indians Wastewater Project	Soboba	\$ 150,000	\$ 53,000 26.11%	\$ 0	\$ 203,000	99%	N/A*	98%
Recycled Water Project Phase I	Riverside	\$ 1,000,000	\$ 8,030,000 37.00%	\$ 12,670,000	\$ 21,700,000	0%	0%	20%
Wilson III Basins Project and Wilson Basins/ Spreading Grounds	Yucaipa	\$ 750,000	\$ 4,825,807 37.00%	\$ 7,466,914	\$ 13,042,721	0%	0%	42%
Total		\$ 15,125,310	\$ 40,151,571 26.67%	\$ 95,279,236	\$ 151,178,427	33%		59%

*Project does not include construction, but rather implementation of a plan.

Green – Project on schedule or ahead of schedule

Yellow/Green – Delay experienced, but will finish prior to Grant completion date.

Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.

Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

Drought Round Projects

(January 2014 – June 2018)

Proposition 84 Drought Round Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Project Complete
Grant Agreement Administration	SAWPA	\$ 625,000	\$ 0 0.00%	\$ 0	\$ 625,000	72%	72%
Project Agreement 22 Committee Admin	SAWPA	\$ 300,000	\$ 0 0.00%	\$ 0	\$ 300,000	89%	89%
Conserv. Based Report Tools/Rate Structure	SAWPA	\$ 6,662,610	\$ 0 0.00%	\$ 0	\$ 6,662,610	42%	42%
High Visibility Turf Removal & Retrofit SARW	EMWD	\$ 906,800	\$ 1,212,770	\$ 600,830	\$ 2,720,400	1%	100%
	IEUA	\$ 807,564	\$ 1,080,050	\$ 535,077	\$ 2,422,691	100%	100%
	OCWD	\$ 880,894	\$ 1,178,123	\$ 583,666	\$ 2,642,683	6.4%	60%
	SBVMWD	\$ 828,499	\$ 1,108,049	\$ 548,949	\$ 2,485,497	0%	47%
	WMWD	\$ 851,243	\$ 1,138,467	\$ 564,019	\$ 2,553,729	60%	94%
High Visibility Turf Removal & Retrofit USMW	EMWD	\$ 420,000	\$ 561,715	\$ 278,285	\$ 1,260,000	4%	100%
	WMWD	\$ 52,500	\$ 70,214	\$ 34,786	\$ 157,500	0%	0%
	RCWD	\$ 525,000	\$ 702,145	\$ 447,855	\$ 1,675,000	100%	100%
Total		\$ 12,860,110	\$ 7,051,533 31.23%	\$ 3,593,467	\$ 23,505,110	43%	73%

Green – Project on schedule or ahead of schedule

Yellow/Green – Delay experienced, but will finish prior to Grant completion date.

Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.

Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

2015 Round Projects

(January 2014 – December 2021)

Proposition 84 2015 Round Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Budget Complete	% Project Complete
Grant Agreement Admin.	SAWPA	\$ 3,213,384	\$ 0 0.00%	\$ 0	\$ 3,213,384	11%	N/A	8%
Newhope – Placentia Trunk Sewer Replacement Project	OCSD	\$ 1,000,000	\$ 30,000,000 28.60%	\$ 73,890,000	\$ 104,890,000	100%	26%	34%
Integrated Watershed Protection Program	RCFCWCD	\$ 5,054,302	\$ 9,060,000 29.71%	\$ 16,379,698	\$ 30,494,000	1%	0.23%	18%
SARCCUP	Member Agencies	\$ 55,000,000	\$ 30,500,000 30.12%	\$ 15,772,899	\$ 101,272,899	4.9%	6%	2%
Total		\$ 64,267,686	\$ 69,560,000 29.00%	\$ 106,042,597	\$ 239,870,283	0%	0%	0%

Green – Project on schedule or ahead of schedule
 Yellow/Green – Delay experienced, but will finish prior to Grant completion date.
 Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.
 Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.

A Closer Look

Round 1

- Sludge Dewatering, Odor Control and Primary Sludge Thickening (OCSD)
- Cactus Basin (SBCFCD)
- Chino Creek Wellfield Development (WMWD)
- Alamitos Barrier Improvement Project (OCWD)
- Arlington Basin Water Quality Improvement Project (WMWD)

Sludge Dewatering, Odor Control and Primary Sludge Thickening (OCSD)



4 Electrical Rooms for the Entire Facility



Total of **37** Systems to be Commissioned

Sludge Dewatering, Odor Control and Primary Sludge Thickening (OCSD)

- Description: Improvements to OCSD’s Plant No. 1
- Overall Percent Complete : 92%
- Estimated Completion: ~~October 2017~~ May 2019
- Benefits: Local, reliable supply of purified recycled water that is used to prevent seawater intrusion at the Talbert Barrier, and recharge the Orange County Groundwater Basin.
- Remaining Work: Electrical commissioning activities.

Project Milestone	Anticipated Completion
MS-1 Beneficial Occupancy of Facilities	October 3, 2018
MS-2 Beneficial Occupancy of Silos	October 3, 2018
MS-3 Substantial Completion	February 27, 2019
MS-4 Final Completion	May 23, 2019



Cactus Basin (SBCFCD)

- Description: Construct Cactus Basin No. 3
- Overall Percent Complete: 100%
- Estimated Completion: September 2017
- Benefits: Reduce local flooding, downstream flooding potential, and size and cost of downstream drainage facilities. Increase groundwater recharge and subsequently increase water supply.
- Remaining Work: Final Site Inspection with DWR.

Chino Creek Wellfield Development



Chino Creek Wellfield Development (WMWD)

- Description: Development of 3 production wells as part of the Chino Desalter Phase 3 Expansion; adding approximately 2,900 AFY
- Overall Percent Complete : 95%
- Estimated Completion: August 2017
- Benefits: Increase local supplies and facilitate responsible groundwater management, protect downstream users, and promote regional cooperation.
- Remaining Work: Final Site Inspection w/ DWR Nov. 16th

Alamitos Barrier Improvement Project (OCWD)



Alamitos Barrier Improvement Project (OCWD)

- Description: Install injection wells, monitoring wells and piezometers
- Overall Percent Complete: 30%
- Estimated Completion: December 2018
- Benefits: Control seawater intrusion, augment injection capacity and protect nearby down gradient production wells for the City of Seal Beach & Golden State Water Company. Protect water quality of groundwater in Orange County Groundwater Basin.
- Remaining Work: Installation of piping, valves, and related appurtenances.

Arlington Basin Water Quality Improvement Project (WMWD)



Arlington Basin Water Quality Improvement Project (WMWD)

- Description: Construct one new artificial recharge basin within the Arlington Groundwater Basin
- Overall Percent Complete : 45%
- Estimated Completion: November 2018
- Benefits: Improve water supply reliability for Western Riverside County to meet future demands, and reduce dependence on imported water supply.
- Remaining Work: Construction of Victoria Basin.

Thank You

Santa Ana Watershed Project Authority
Cash Transaction Report
Month of September 2017

Below is a summary of cash transactions completed during the month in the Authority's checking account with US Bank. Attached are summaries by major revenue and expense classifications.

Cash Receipts and Deposits to Account	\$ 5,772,265.22
Net Investment Transfers	16,051.93
Cash Disbursements	<u>(4,275,276.49)</u>
Net Change for Month	\$ 1,513,040.66
Balance at Beginning of Month	<u>4,446,322.92</u>
Balance at End of Month per General Ledger	<u><u>\$ 5,959,363.58</u></u>
Collected Balance per Bank Statement	\$ 7,035,303.34

ACCOUNTS PAYABLE RECONCILIATION

Accounts Payable Balance @ 08/31/17	\$ 9,765,166.90
Invoices Received for September 2017	4,585,706.79
Invoices Paid by check/wire during September 2017 (see attached register)	<u>(3,823,896.74)</u>
Accounts Payable Balance @ 09/30/17	<u><u>\$ 10,526,976.95</u></u>

CASH RECEIPTS

Brine Line Operating Revenues	\$ 1,003,703.09
Other Grant Funds (DAC Grant)	138,644.59
Member Agency Contributions	576,846.00
Participant Fees	201,948.00
LESJWA Admin Reimbursement	20,237.33
OWOW Conference Proceeds	13,692.36
Grant Proceeds - Prop 84	693,358.72
Grant Proceeds - Prop 84 Pass-throughs	3,122,495.72
Other	<u>1,339.41</u>
Total Receipts and Deposits	\$ 5,772,265.22

INVESTMENT TRANSFERS

Transfer of Funds:	
From (to) LAIF	\$ -
From (to) Grant Retention (USB)	-
From (to) CalTRUST (USB)	-
From (to) Legal Defense Fund	-
From (to) Investments	<u>16,051.93</u>
Total Investment Transfers	\$ 16,051.93

CASH DISBURSEMENTS

By Check:	
Payroll	\$ 1,062.64
Operations	<u>3,813,574.28</u>
Total Checks Drawn	\$ 3,814,636.92
By Cash Transfer:	
Payroll	\$ 260,957.12
Payroll Taxes	127,811.83
Wire Transfer - US Bank Credit Card	10,322.46
Wire Transfer - CalPERS	57,327.32
Take Care (AFLAC)	<u>4,220.84</u>
Total Cash Transfers	\$ 460,639.57
Total Cash Disbursements	<u>\$ 4,275,276.49</u>

Santa Ana Watershed Project Authority
Check Detail
September 2017

Category	Check #	Check Date	Type	Vendor	Check Amount
Accrued Volumetric Costs	EFT01495	9/21/2017	CHK	Orange County Sanitation District	\$677,713.86
				Accrued Volumetric Costs Total	\$677,713.86
Auditor Fees	2706	9/21/2017	CHK	White Nelson Diehl Evans LLC	\$8,450.00
				Auditor Fees Total	\$8,450.00
Benefits	2670	9/1/2017	CHK	Cal PERS Long Term Care Program	\$102.04
Benefits	2676	9/1/2017	CHK	Mutual Of Omaha	\$2,953.33
Benefits	2693	9/15/2017	CHK	ACWA/JPIA	\$46,657.36
Benefits	2694	9/15/2017	CHK	AFLAC	\$560.55
Benefits	2697	9/15/2017	CHK	Cal PERS Long Term Care Program	\$102.04
Benefits	2698	9/15/2017	CHK	State Compensation Insurance	\$963.67
Benefits	2703	9/21/2017	CHK	State Compensation Ins Fund	\$4,953.75
Benefits	2707	9/21/2017	CHK	WageWorks	\$128.00
Benefits	2718	9/29/2017	CHK	Cal PERS Long Term Care Program	\$102.04
Benefits	2722	9/29/2017	CHK	Mutual Of Omaha	\$2,996.07
Benefits	EFT01459	9/1/2017	CHK	Vantagepoint Transfer Agents	\$7,544.04
Benefits	EFT01462	9/1/2017	CHK	Vantagepoint Transfer Agents	\$455.55
Benefits	EFT01487	9/15/2017	CHK	Vantagepoint Transfer Agents	\$5,882.64
Benefits	EFT01512	9/29/2017	CHK	Vantagepoint Transfer Agents	\$5,832.64
Benefits	P031395	9/1/2017	WDL	Public Employees' Retirement	\$20,276.47
Benefits	P031528	9/15/2017	WDL	Public Employees' Retirement	\$18,527.93
Benefits	P031640	9/29/2017	WDL	Public Employees' Retirement	\$18,522.92
Benefits	WDL000004215	9/1/2017	WDL	Takecare	\$196.48
Benefits	WDL000004223	9/11/2017	WDL	Takecare	\$2,300.00
Benefits	WDL000004226	9/12/2017	WDL	Takecare	\$253.66
Benefits	WDL000004241	9/29/2017	WDL	Takecare	\$1,470.70
				Benefits Total	\$140,781.88
Building Lease	2677	9/1/2017	CHK	Wilson Property Services, Inc	\$1,386.00
Building Lease	2724	9/29/2017	CHK	Wilson Property Services, Inc	\$1,386.00
				Building Lease Total	\$2,772.00
Car, Repair, Maintenance	2720	9/29/2017	CHK	County of Riverside	\$478.20
				Car, Repair, Maintenance Total	\$478.20
Commission Expense	EFT01463	9/1/2017	CHK	McGrath Catering	\$166.39
				Commission Expense Total	\$166.39
Computer Hardware	EFT01504	9/21/2017	CHK	Accent Computer Solutions Inc	\$384.15
				Computer Hardware Total	\$384.15
Construction	EFT01476	9/7/2017	CHK	WEKA Inc	\$1,369,516.89
Construction	EFT01479	9/7/2017	CHK	OmniEarth Inc.	\$16,037.28
				Construction Total	\$1,385,554.17
Consulting	2701	9/15/2017	CHK	Bartel & Associates	\$1,124.90
Consulting	2723	9/29/2017	CHK	Scheevel Engineering	\$1,812.50
Consulting	2725	9/29/2017	CHK	Bob Murray & Associates	\$4,676.75
Consulting	EFT01464	9/1/2017	CHK	Accent Computer Solutions Inc	\$4,851.00
Consulting	EFT01466	9/1/2017	CHK	GeoScience Support Services	\$5,875.00
Consulting	EFT01477	9/7/2017	CHK	CV Strategies	\$2,696.81
Consulting	EFT01492	9/15/2017	CHK	Vail Cooper & Associates, Inc	\$71,751.13
Consulting	EFT01496	9/21/2017	CHK	Risk Sciences	\$12,218.34
Consulting	EFT01499	9/21/2017	CHK	West Coast Advisors	\$11,500.00
Consulting	EFT01503	9/21/2017	CHK	Integrated Systems Solutions	\$280.50
Consulting	EFT01504	9/21/2017	CHK	Accent Computer Solutions Inc	\$4,106.50
Consulting	EFT01505	9/21/2017	CHK	Trussell Technologies, Inc.	\$5,636.75
Consulting	EFT01506	9/21/2017	CHK	Dudek	\$6,225.00
Consulting	EFT01507	9/21/2017	CHK	RMC Water and Environment	\$15,626.42
Consulting	EFT01508	9/21/2017	CHK	DeGrave Communications	\$1,859.56
Consulting	EFT01514	9/29/2017	CHK	Integrated Systems Solutions	\$396.00
Consulting	EFT01517	9/29/2017	CHK	Hammons Strategies	\$3,750.00
Consulting	EFT01519	9/29/2017	CHK	GeoScience Support Services	\$17,190.00
				Consulting Total	\$171,577.16
Credit Cards	P031706	9/8/2017	WDL	US Bank	\$10,322.46
				Credit Cards Total	\$10,322.46
Debt Service	2672	9/1/2017	CHK	State Water Resources Control Board	\$227,182.02
Debt Service	2719	9/29/2017	CHK	State Water Resources Control Board	\$899,095.55
				Debt Service Total	\$1,126,277.57
Director Costs	2667	9/1/2017	CHK	Gil Navarro	\$914.50
Director Costs	2691	9/7/2017	CHK	Gil Navarro	\$138.03
Director Costs	EFT01467	9/7/2017	CHK	Philip Anthony	\$147.66
Director Costs	EFT01468	9/7/2017	CHK	Eastern Municipal Water District	\$641.73
Director Costs	EFT01469	9/7/2017	CHK	Orange County Water District	\$776.06
Director Costs	EFT01471	9/7/2017	CHK	Western Municipal Water District	\$1,087.74

**Santa Ana Watershed Project Authority
Check Detail
September 2017**

Category	Check #	Check Date	Type	Vendor	Check Amount
Director Costs	EFT01478	9/7/2017	CHK	Jasmin Hall	\$55.64
Director Costs	EFT01483	9/7/2017	CHK	Susan Longville	\$90.95
Director Costs	EFT01485	9/7/2017	CHK	Bruce Whitaker	\$359.52
				Director Costs Total	\$4,211.83
Dues	2699	9/15/2017	CHK	East Valley Water District	\$400.00
Dues	EFT01461	9/1/2017	CHK	Lake Elsinore & San Jacinto	\$10,000.00
				Dues Total	\$10,400.00
Employee Reimbursement	EFT01474	9/7/2017	CHK	David Ruhl	\$115.59
Employee Reimbursement	EFT01475	9/7/2017	CHK	Karen Williams	\$99.49
Employee Reimbursement	EFT01480	9/7/2017	CHK	Mike Antos	\$178.70
Employee Reimbursement	EFT01515	9/29/2017	CHK	Kelly Berry	\$75.77
				Employee Reimbursement Total	\$469.55
Equipment Rented	2686	9/7/2017	CHK	Konica Minolta Business Solutions	\$764.77
Equipment Rented	2708	9/21/2017	CHK	GreatAmerica Financial Services	\$1,985.60
Equipment Rented	2710	9/21/2017	CHK	Mobile Mini	\$134.30
Equipment Rented	2717	9/29/2017	CHK	Pitney Bowes Global Financia	\$345.78
				Equipment Rented Total	\$3,230.45
Facility Repair & Maintenance	2678	9/1/2017	CHK	Industrial Fire Protection	\$121.69
Facility Repair & Maintenance	2688	9/7/2017	CHK	Burrtec Waste Industries Inc	\$77.00
Facility Repair & Maintenance	2689	9/7/2017	CHK	TNT Elevator Inc	\$230.00
Facility Repair & Maintenance	2702	9/15/2017	CHK	Industrial Fire Protection	\$371.19
Facility Repair & Maintenance	2711	9/21/2017	CHK	RivCo Mechanical Services	\$829.11
Facility Repair & Maintenance	2713	9/21/2017	CHK	CR&R Incorporated	\$322.99
Facility Repair & Maintenance	EFT01465	9/1/2017	CHK	Lawnscape Systems	\$1,390.00
Facility Repair & Maintenance	EFT01489	9/15/2017	CHK	Yeier Janitorial Service	\$2,740.00
Facility Repair & Maintenance	EFT01490	9/15/2017	CHK	Haz Mat Trans, Inc.	\$568.38
Facility Repair & Maintenance	EFT01493	9/15/2017	CHK	Houston Harris PCS, Inc.	\$440.00
Facility Repair & Maintenance	EFT01498	9/21/2017	CHK	Western Exterminator Co.	\$214.50
Facility Repair & Maintenance	EFT01510	9/21/2017	CHK	Lawnscape Systems	\$1,390.00
				Facility Repair & Maintenance Total	\$8,694.86
Lab Costs	EFT01460	9/1/2017	CHK	E. S. Babcock & Sons, Inc.	\$368.00
Lab Costs	EFT01473	9/7/2017	CHK	E. S. Babcock & Sons, Inc.	\$648.00
Lab Costs	EFT01491	9/15/2017	CHK	E. S. Babcock & Sons, Inc.	\$963.00
Lab Costs	EFT01500	9/21/2017	CHK	E. S. Babcock & Sons, Inc.	\$879.00
Lab Costs	EFT01513	9/29/2017	CHK	E. S. Babcock & Sons, Inc.	\$871.00
				Lab Costs Total	\$3,729.00
Legal Costs	EFT01481	9/7/2017	CHK	Hunt Ortmann Palffy Nieves Dahl	\$90,776.10
				Legal Costs Total	\$90,776.10
Office Expense	2673	9/1/2017	CHK	Staples Business Advantage	\$549.40
Office Expense	2674	9/1/2017	CHK	Printing Connection, Inc.	\$435.00
Office Expense	2683	9/7/2017	CHK	Aramark Corporation Refreshments	\$253.53
Office Expense	2696	9/15/2017	CHK	Konica Minolta Business Solutions	\$756.41
Office Expense	2704	9/21/2017	CHK	Staples Business Advantage	\$250.72
Office Expense	2705	9/21/2017	CHK	Awards & Specialties	\$143.55
Office Expense	2721	9/29/2017	CHK	Printing Connection, Inc.	\$92.44
Office Expense	EFT01470	9/7/2017	CHK	Capital One Commercial- 7003	\$646.46
				Office Expense Total	\$3,127.51
Offsite Storage	EFT01502	9/21/2017	CHK	Iron Mountain	\$514.19
				Offsite Storage Total	\$514.19
Other Contract Services	2709	9/21/2017	CHK	Community Action Partnership	\$54,177.35
Other Contract Services	2712	9/21/2017	CHK	Community Action Partnership	\$22,610.00
Other Contract Services	EFT01458	9/1/2017	CHK	Orange County Sanitation District	\$2,439.96
Other Contract Services	EFT01484	9/7/2017	CHK	PSILab, Inc.	\$4,460.00
Other Contract Services	EFT01494	9/15/2017	CHK	PSILab, Inc.	\$2,550.00
Other Contract Services	EFT01497	9/21/2017	CHK	Western Municipal Water District	\$11,051.01
Other Contract Services	EFT01501	9/21/2017	CHK	Orange County Coastkeeper	\$382.37
Other Contract Services	EFT01509	9/21/2017	CHK	Green Media Creations	\$18,670.77
Other Contract Services	EFT01511	9/21/2017	CHK	Local Government Commission	\$10,090.89
Other Contract Services	EFT01516	9/29/2017	CHK	EcoTech Services Inc	\$53,205.70
				Other Contract Services Total	\$179,638.05
Other Training & Education	2682	9/1/2017	CHK	Ron's BBQ	\$620.48
				Other Training & Education Total	\$620.48
Payroll	2714	9/29/2017	CHK	Payroll Check	\$148.14
Payroll	WDL000004204	9/1/2017	WDL	Direct Deposit 9/1/2017	\$106,772.84
Payroll	WDL000004210	9/1/2017	WDL	PR Tax - Federal	\$42,840.08
Payroll	WDL000004211	9/1/2017	WDL	PR Tax - State	\$11,321.62
Payroll	WDL000004222	9/15/2017	WDL	Direct Deposit 9/15/2017	\$77,782.12
Payroll	WDL000004224	9/15/2017	WDL	PR Tax - Federal	\$30,094.29
Payroll	WDL000004225	9/15/2017	WDL	PR Tax - State	\$6,590.32

Santa Ana Watershed Project Authority
Check Detail
September 2017

Category	Check #	Check Date	Type	Vendor	Check Amount
Payroll	WDL000004232	9/29/2017	WDL	Direct Deposit 9/29/2017	\$76,402.16
Payroll	WDL000004234	9/29/2017	WDL	PR Tax - Federal	\$29,929.14
Payroll	WDL000004235	9/29/2017	WDL	PR Tax - State	\$6,577.01
Payroll	WDL000004239	9/29/2017	WDL	PR Tax - Federal	\$24.80
Payroll	WDL000004240	9/29/2017	WDL	PR Tax - State	\$434.57
				Payroll Total	\$388,917.09
Prop84	2685	9/7/2017	CHK	Rancho California Water District	\$5,130.00
Prop84	2690	9/7/2017	CHK	City of Rialto	\$2,009.25
Prop84	2700	9/15/2017	CHK	San Bernardino Valley Water Conservation District	\$2,539.61
Prop84	EFT01482	9/7/2017	CHK	City of Chino Hills	\$12,150.50
Prop84	EFT01486	9/15/2017	CHK	Inland Empire Utilities Agency	\$14,248.03
Prop84	EFT01488	9/15/2017	CHK	Western Municipal Water District	\$1,600.00
				Prop84 Total	\$37,677.39
Safety	2675	9/1/2017	CHK	SafeT	\$1,455.18
Safety	EFT01472	9/7/2017	CHK	Underground Service Alert	\$435.70
				Safety Total	\$1,890.88
Utilities	2668	9/1/2017	CHK	Verizon Wireless	\$1,526.51
Utilities	2669	9/1/2017	CHK	AT&T	\$1,079.70
Utilities	2671	9/1/2017	CHK	Southern California Edison	\$28.12
Utilities	2679	9/1/2017	CHK	Verizon Wireless	\$447.11
Utilities	2680	9/1/2017	CHK	AT&T	\$755.52
Utilities	2681	9/1/2017	CHK	AT&T	\$505.10
Utilities	2684	9/7/2017	CHK	Riverside, City of	\$65.18
Utilities	2687	9/7/2017	CHK	Southern California Edison	\$214.58
Utilities	2692	9/7/2017	CHK	Riverside, City of	\$2,768.86
Utilities	2695	9/15/2017	CHK	Verizon Wireless	\$14.16
Utilities	2715	9/29/2017	CHK	Verizon Wireless	\$447.11
Utilities	2716	9/29/2017	CHK	AT&T	\$501.34
Utilities	2726	9/29/2017	CHK	Verizon Wireless	\$1,733.62
Utilities	2727	9/29/2017	CHK	AT&T	\$1,840.81
Utilities	EFT01518	9/29/2017	CHK	Criterion Industrial	\$4,973.55
				Utilities Total	\$16,901.27
				Grand Total	\$4,275,276.49

Accounts Payable

Checks	\$3,814,488.78
Wire Transfers	\$67,649.78
	<u>\$3,882,138.56</u>

Bank Fees

Take Care \$4,220.84

Other

Payroll \$388,917.09

Total Disbursements for September 2017

\$4,275,276.49

Santa Ana Watershed Project Authority
 Consulting
 September 2017

Check #	Check Date	Task #	Task Description	Vendor Name	Total Contract	Check Amount	Remaining Contract Amount	Notes/Comments
EFT01464	9/1/2017	ACS100-09	IT Support	Accent Computer Solutions	\$ 42,000.00	\$ 65.00	\$ 14,385.75	
EFT01464	9/1/2017	ACS100-10	Office 365 Migration	Accent Computer Solutions	\$ 17,500.00	\$ 4,786.00	\$ 5,652.00	
EFT01504	9/21/2017	ACS100-09	IT Support	Accent Computer Solutions	\$ 42,000.00	\$ 3,511.50	\$ 14,385.75	
EFT01504	9/21/2017	ACS100-10	Office 365 Migration	Accent Computer Solutions	\$ 17,500.00	\$ 595.00	\$ 5,652.00	
2701	9/15/2017	BART100-02	GASB68 Actuarial Information	Bartel & Associates	\$ 1,200.00	\$ 1,124.90	\$ 75.10	
2725	9/29/2017	BMA100-01	GM Recruitment	Bob Murray & Associates	\$ 24,900.00	\$ 4,676.75	\$ 1,000.31	
EFT01477	9/7/2017	CVS504-301-01	FAQ on conservation based rates	CV Strategies	\$ 25,000.00	\$ 2,696.81	\$ 7,111.25	
EFT01508	9/21/2017	DEGR392-03	Social Media Support - EC TF	DeGrave Communications	\$ 30,000.00	\$ 1,859.56	\$ 23,512.39	
EFT01506	9/21/2017	DUDK326-06	Reach V Rehab, Phase 1, Tasks 3-4	Dudek	\$ 134,900.00	\$ 6,225.00	\$ 101,993.49	
EFT01466	9/1/2017	GEOS374-01	SAR WLA Model Update	GeoScience Support Services	\$ 249,800.00	\$ 5,875.00	\$ 99,826.25	
EFT01519	9/29/2017	GEOS374-01	SAR WLA Model Update	GeoScience Support Services	\$ 249,800.00	\$ 17,190.00	\$ 99,826.25	
EFT01517	9/29/2017	HAMM326-01	Strategic Communication Services	Hammons Strategies	\$ 68,000.00	\$ 3,750.00	\$ 11,750.00	
EFT01503	9/21/2017	INSOL100-10	Great Plains Annual Service and Support	Integrated Systems Solutions	\$ 4,000.00	\$ 280.50	\$ 3,191.50	
EFT01514	9/29/2017	INSOL100-10	Great Plains Annual Service and Support	Integrated Systems Solutions	\$ 4,000.00	\$ 396.00	\$ 3,191.50	
EFT01496	9/21/2017	RISK384-08	MSAR TMDL Task Force	Risk Sciences	\$ 87,300.00	\$ 5,040.00	\$ 47,336.65	
EFT01496	9/21/2017	RISK374-06	Basin Monitoring Task Force	Risk Sciences	\$ 73,000.00	\$ 7,178.34	\$ 306.61	
EFT01507	9/21/2017	RMC504-401-01	SARCCUP Program Management Services	RMC Water and Environment	\$ 310,429.00	\$ 15,626.42	\$ 230,002.47	
2723	9/29/2017	SCH381-01	Santa Ana Sucker Protection and Beneficial Use	Scheevel Engineering	\$ 96,725.00	\$ 1,812.50	\$ 52,927.25	
EFT01505	9/21/2017	TRU240-18	2017 BL Annual Review	Trussell Technologies, Inc.	\$ 48,579.00	\$ 2,093.75	\$ -	
EFT01505	9/21/2017	TRU240-19	Water Quality Monitoring Investigation	Trussell Technologies, Inc.	\$ 34,638.00	\$ 3,543.00	\$ 10.00	

Santa Ana Watershed Project Authority
 Consulting
 September 2017

Check #	Check Date	Task #	Task Description	Vendor Name	Total Contract	Check Amount	Remaining Contract Amount	Notes/Comments
EFT01492	9/15/2017	VALI326-04	IEBL Reach V Rehabilitation	Vali Cooper & Associates	\$ 1,252,400.00	\$ 71,751.13	\$ 684,341.10	
EFT01499	9/21/2017	WCA100-03-02	State Legislative Consulting FY16-18	West Coast Advisors	\$ 345,000.00	\$ 11,500.00	\$ 127,000.00	
						<u>\$ 171,577.16</u>		

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SAWPA COMMISSION MEMORANDUM NO. 2017.133

DATE: November 7, 2017
TO: SAWPA Commission
SUBJECT: Update on PA 22 Committee Activities
PREPARED BY: Mark Norton, Water Resources & Planning Manager

RECOMMENDATION

Receive and file this summary and presentation about PA 22 Committee and Prop 84 Drought Grant Program activities.

DISCUSSION

The Project Agreement (PA) 22 Committee has been working to implement the \$23,505,110 Emergency Drought Grant Program (Program) which is being funded by a \$12,860,110 Proposition 84 Integrated Regional Water Management (IRWM) 2014 Drought Grant (Drought Grant) and local cost share from the SAWPA member agencies, Municipal Water District of Orange County (MWDOC), Rancho California Water District (RCWD) and Metropolitan Water District of Southern California (MWDSC).

The Program includes several sub-components including:

- A. An aerial imagery effort to map the amount of turf in the watershed,
- B. A turf removal rebate program that is administered through the SAWPA member agencies (as well as the MWDOC and RCWD),
- C. A budget-based rates incentive program where interested retail water agencies who have partnered under contract with SAWPA receive financial incentives to study and adopt the rate structure,
- D. A web-based water use efficiency tool that allows interested retail water agencies to send customized information to their customers based off of their water use, and
- E. A new component to support interested retail water agencies comply with Executive Order B-37-16 Making Conservation a California Way of Life.

The PA 22 Committee is composed of the five SAWPA member agencies and represented by the general managers of each agency. PA 22 Committee meetings are held at SAWPA at 8:00 a.m., on the fourth Thursday of each month.

The following major actions have occurred during the October 26, 2017 PA 22 Committee meeting:

AMENDMENT TO THE DROUGHT GRANT

The PA 22 Committee was made aware that staff submitted the Proposition 84 Drought Round grant agreement amendment request to the Department of Water Resources (DWR) on August 22, 2017. Staff is awaiting a formal written response from DWR staff but has received their verbal support of the amendment request. The amendment request increases the end of the Program's schedule from June 2018 to June 2019 in order to accommodate the amount of time to implement the Program's

new component focused on Executive Order B-37-16 Making Conservation a California Way of Life. With this change the total grant amount of \$12,860,110 would remain the same. The amendment also ensured further funding, by moving grant funding between components to ensure further funding for turf removal and project management by SAWPA.

BUDGET-BASED RATES UPDATE

Staff provided an update that the governing boards of two water agencies, Cucamonga Valley Water District and the City of Garden Grove, decided not to move forward with budget-based rates. The major reasons for not moving forward is the staff time needed to implement the rate structure and projected rate increases. Staff is continuing to work with the remaining six water agencies and support them as they move through the rate evaluation and public notification process.

NEW PROGRAM COMPONENT FOR EXECUTIVE ORDER B-37-16

Staff provided an update describing the October 25, 2017 workshop that was solicited to all retail water agencies in the watershed who are interested in receiving geolocation coding and business coding services in order to comply with Executive Order B-37-16. Approximately 38 agencies attended and to date three have formally registered for the new program. The next step is to finalize the registration list and schedule individual kick-off meetings with the agencies and the SAWPA-consultant, Miller Spatial Services, who will be assisting in the geolocation coding and business coding.

WEB-BASED WATER USE EFFICIENCY TOOL UPDATE

The PA 22 Committee also received an update on the tool that entails customized water use efficiency messages and recommendations to residential customers of retail water agencies that have partnered with SAWPA under the Program. The outreach occurs through customer mobile devices and direct paper engagement. Meetings are currently being held with the lead consultant for the tool, EagleView Technologies (formerly OmniEarth), to ensure each of the participating retail water agencies are using as all the benefits the tool provides such as the outreach messages tailored to customers and delivered by EagleView Technologies' sub-consultant DropCountr.

BACKGROUND

The PA 22 Committee was established by the SAWPA Commission on October 17, 2014 to make policy decisions regarding water use efficiency and the implementation of water use efficiency programs.

A second phase of the PA 22 Committee activities, being conducted concurrently, will focus on supporting policy direction for implementing other components not included in the Emergency Drought Program; the new components comprise of the water use efficiency tasks included in the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP). The SARCCUP components will continue support for implementation of budget-based rate structures with additional retail water agencies in the watershed and implementation of drought tolerant landscaping maintenance support.

Attachments:

1. Drought Grant Program Projects and Tools Overview
2. PowerPoint Presentation

SAWPA Drought Grant Program Projects and Tools

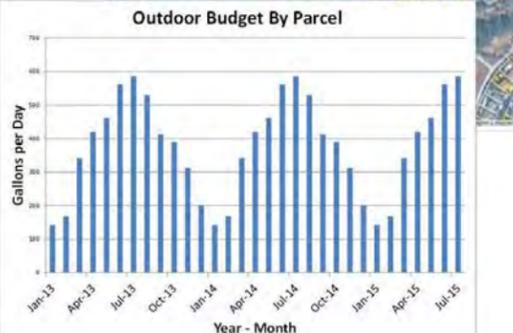
Project Agreement 22 Committee



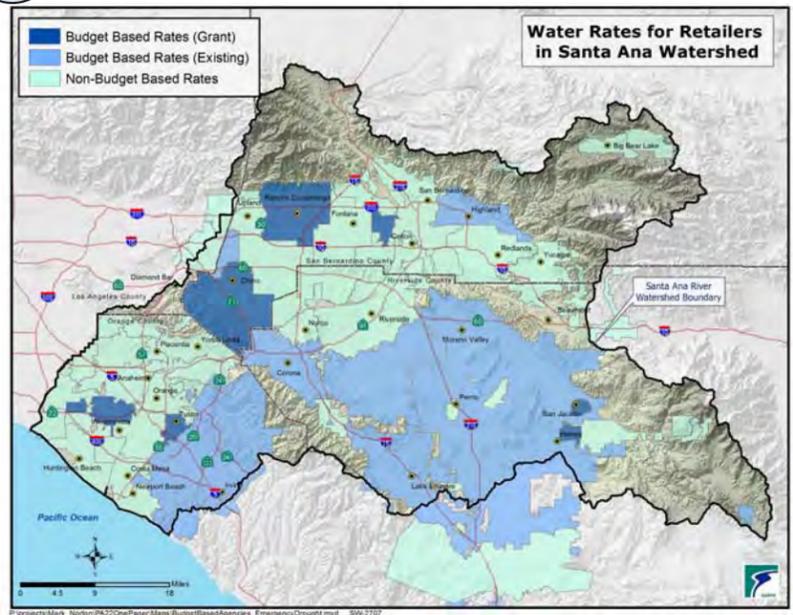
Projects

- A. Web-Based Water Consumption Reporting and Customer Engagement
- B. Conservation-Based Water Rates Update
- C. Turf removal and retrofit in public areas
- D. Aerial Survey
- E. On-line Web Application and Cloud Services
- F. Smartscape Program with Orange County Coastkeeper
- G. Retail Water Agency Meter Geocoding and Business Type Classification

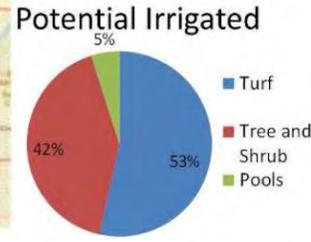
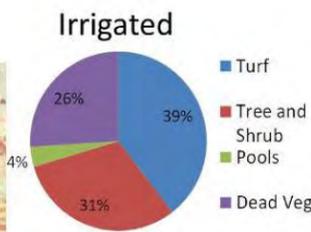
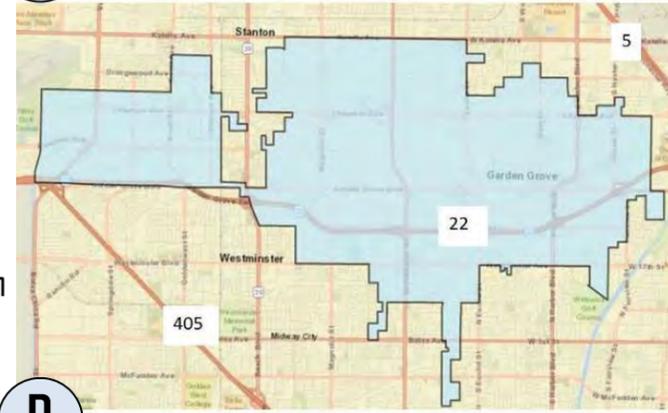
A



B



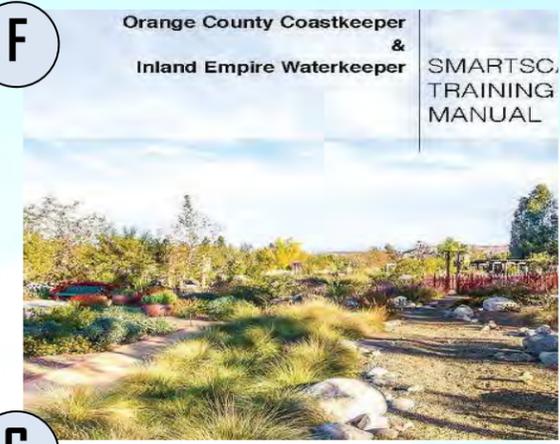
E



D



F



G



Benefits

Water Rates

- ◆ 5-10 agencies adopting conservation based water rates
- ◆ 4,821 AF in water savings for watershed over three years

Web-Based

- ◆ 3,236 AF water savings for watershed over three years

Turf Removal and Retrofit

- ◆ 4,950, 000 square feet removed
- ◆ 668 AF of water savings for watershed over 3 years

C



PA 22 Committee and Proposition 84 IRWM Drought Grant Status



Mark Norton PE LEED AP
Water Resources & Planning Manager
Santa Ana Watershed Project Authority
November 7, 2017



Background – Project Agreement 22 Committee



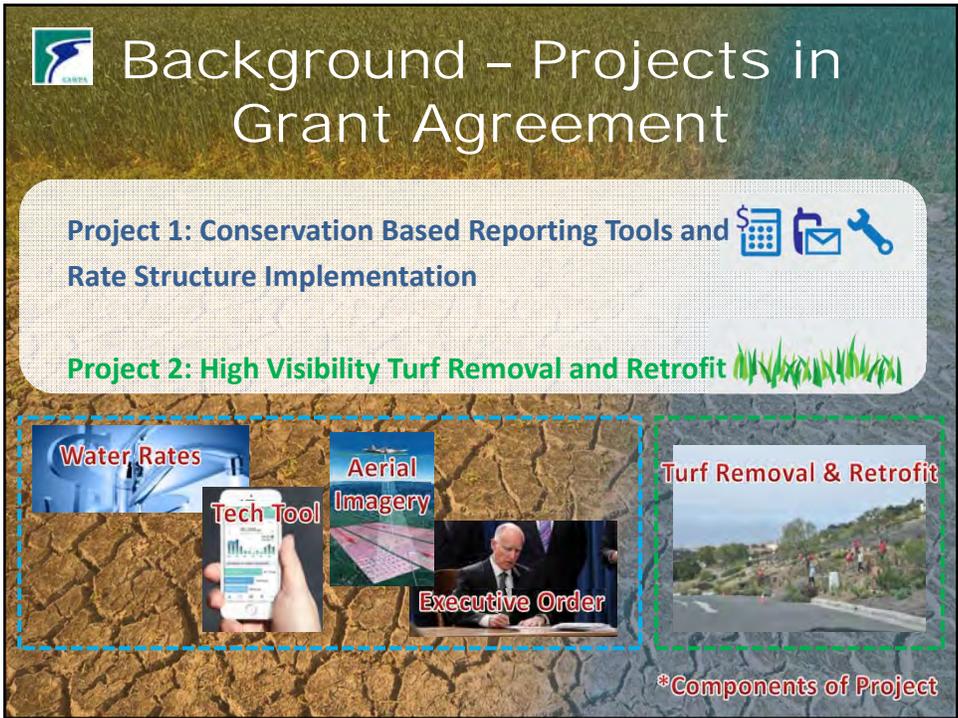
Mission: To develop and implement demand reduction and water use efficiency measures in order both to effect an urgent response to the current drought and to transform the water use efficiency of the Santa Ana River watershed in the future.

Committee Members: General Managers of SAWPA member agencies

Committee Chair: Paul Jones, EMWD General Manager

Committee Administration: SAWPA staff





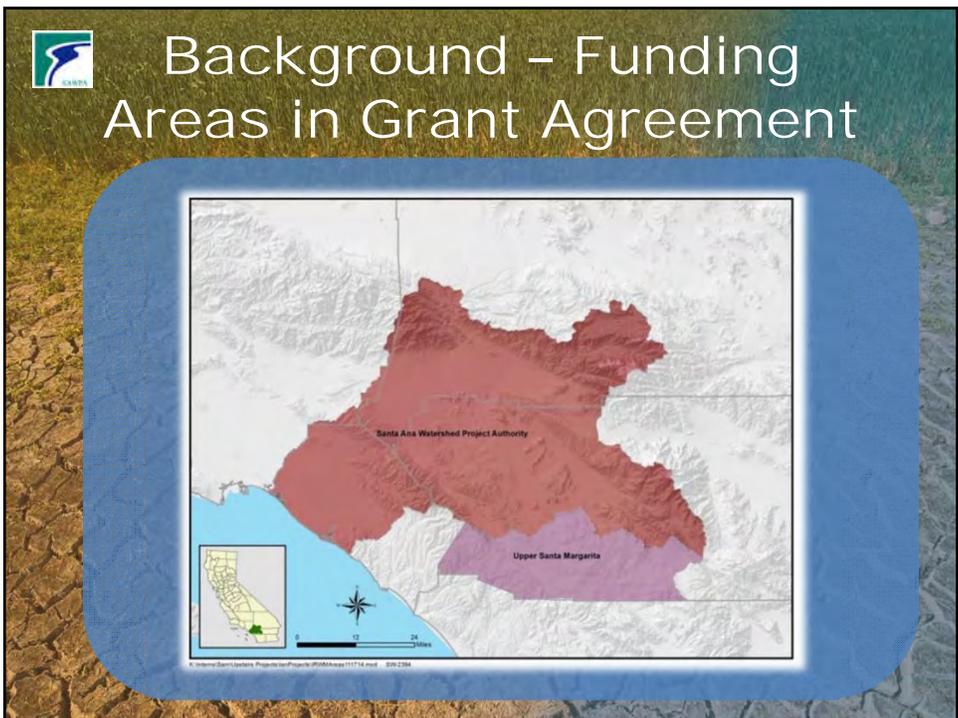
Background – Projects in Grant Agreement

Project 1: Conservation Based Reporting Tools and Rate Structure Implementation   

Project 2: High Visibility Turf Removal and Retrofit 



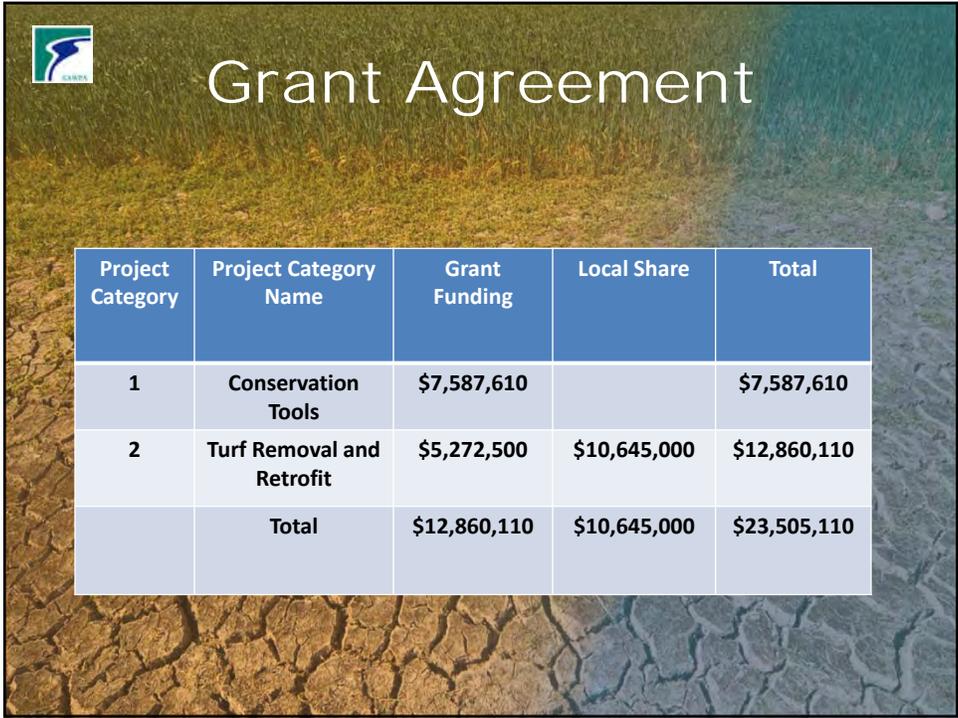
**Components of Project*



Background – Funding Areas in Grant Agreement

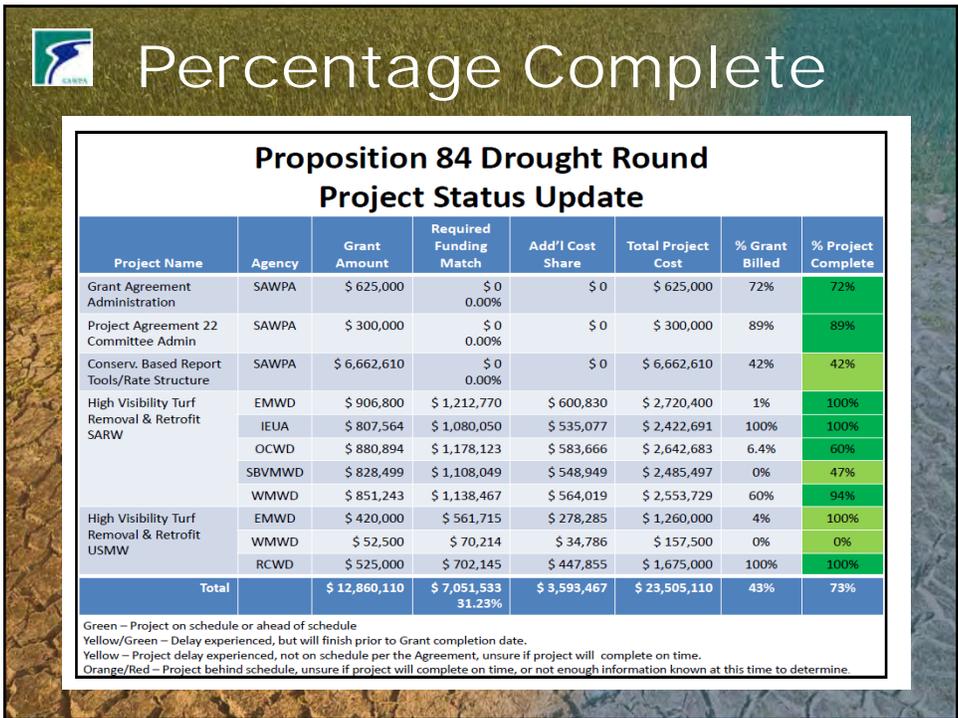


The map shows the Santa Ana Watershed Project Authority area in red and the Upper Santa Margarita area in purple. It includes a scale bar (0 to 24 miles), a north arrow, and an inset map of California. The map is set against a blue background.



Grant Agreement

Project Category	Project Category Name	Grant Funding	Local Share	Total
1	Conservation Tools	\$7,587,610		\$7,587,610
2	Turf Removal and Retrofit	\$5,272,500	\$10,645,000	\$12,860,110
	Total	\$12,860,110	\$10,645,000	\$23,505,110



Percentage Complete

Proposition 84 Drought Round Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Project Complete
Grant Agreement Administration	SAWPA	\$ 625,000	\$ 0 0.00%	\$ 0	\$ 625,000	72%	72%
Project Agreement 22 Committee Admin	SAWPA	\$ 300,000	\$ 0 0.00%	\$ 0	\$ 300,000	89%	89%
Conserv. Based Report Tools/Rate Structure	SAWPA	\$ 6,662,610	\$ 0 0.00%	\$ 0	\$ 6,662,610	42%	42%
High Visibility Turf Removal & Retrofit SARW	EMWD	\$ 906,800	\$ 1,212,770	\$ 600,830	\$ 2,720,400	1%	100%
	IEUA	\$ 807,564	\$ 1,080,050	\$ 535,077	\$ 2,422,691	100%	100%
	OCWD	\$ 880,894	\$ 1,178,123	\$ 583,666	\$ 2,642,683	6.4%	60%
	SBVMWD	\$ 828,499	\$ 1,108,049	\$ 548,949	\$ 2,485,497	0%	47%
High Visibility Turf Removal & Retrofit USMW	WMWD	\$ 851,243	\$ 1,138,467	\$ 564,019	\$ 2,553,729	60%	94%
	EMWD	\$ 420,000	\$ 561,715	\$ 278,285	\$ 1,260,000	4%	100%
	WMWD	\$ 52,500	\$ 70,214	\$ 34,786	\$ 157,500	0%	0%
	RCWD	\$ 525,000	\$ 702,145	\$ 447,855	\$ 1,675,000	100%	100%
Total		\$ 12,860,110	\$ 7,051,533 51.23%	\$ 3,593,467	\$ 23,505,110	43%	73%

Green – Project on schedule or ahead of schedule
 Yellow/Green – Delay experienced, but will finish prior to Grant completion date.
 Yellow – Project delay experienced, not on schedule per the Agreement, unsure if project will complete on time.
 Orange/Red – Project behind schedule, unsure if project will complete on time, or not enough information known at this time to determine.



Conservation Based Water Rates Support - Retailer's Milestones

No.	Retail Water Agency	Rate Study Begin	Rate Study Final Draft	Rate Adoption Goal	Rate Implementation Goal
1	Cucamonga Valley WD	Aug-16	Sep-17	N/A	N/A
2	East Valley WD	Jul-14	Jan-15	Jun-15	Jun-15
3	City of Garden Grove	Sep-16	Aug-17	N/A	N/A
4	City of Chino	Jan-16	Apr-17	Jun-18	Jul-18
5	City of Chino Hills	Apr-16	Oct-17	Feb-18	Jul-18
6	City of Hemet	Nov-15	Nov-17	Feb-18	Apr-18
7	City of Rialto	Sep-15	Mar-18	Jul-18	Oct-18
8	City of San Jacinto	Sep-16	Sep-17	Dec-17	Jun-18
9	City of Tustin	Aug-16	Oct-17	Nov-17	Jan-19

Grey Text = Retailer's evaluation of conservation-based rates is complete.
 Grant funding for retailers 1) 50% for rate study and prep, 2) 50% if agency Board approves rate study



Public Outreach to Support Conservation Based Water Rates

- **\$25,000 contract with CV Strategies**
Deliverables: Seven Frequently Asked Questions (FAQs) Documents:
 - Why Conservation-Based Rates And Why Now?
 - What Is The Difference Between Conservation-Based?
 - Preparing For A Successful Public Process.
 - Legality Of Conservation-Based Rates.
 - How To Talk About Fixed Costs.
 - How Are Conservation-Based Rates Fair To All Customers?
 - Maintaining The Structure During The Implementation Phase.
- **\$6500 funding left, future video contemplated**



IDENTIFY COSTS AND REVENUE REQUIREMENTS



ALLOCATE COSTS TO CUSTOMER CLASSES



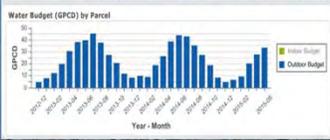
DESIGN RATES



Web Based Water Consumption Reporting, Analytics and Customer Engagement Tool -

Consultant: EagleView Technologies (formerly OmniEarth)

- Calculate Efficiency Based Indoor & Outdoor Water Budgets by Parcel for the entire Santa Ana River watershed and portions of the Upper Santa Margarita watershed that covers, RCWD, EMWD and WMWD service areas.
- Sq. Footage of Irrigated Area by Parcel
- Automatic identification of difference between budget and actual usage
- Inefficient User Identification
- Tracking Metrics for State Reporting
- Training and Support



Web Based Water Consumption Reporting, Analytics and Customer Engagement Tool Status

- Some retail agencies governing boards have pulled out of the grant program due to perception of drought end or lack of internal staffing resources to support tool
- Outreach to retail agencies who have signed up has been redoubled to encourage use of the tool for continued water conservation
- Use of tool is expected to be advance over the next 6-9 months
- Sufficient projected water savings anticipated to meet the DWR Agreement grant requirements
- Any budget savings will be directed to other support tools

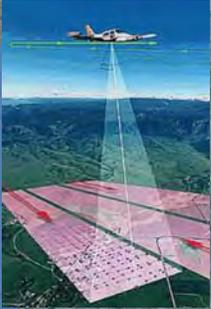



Aerial Survey implementation task cost savings will result in more turf removal and use new conservation tools

Aerial Survey Task Budget: \$2,600,000
 Actual Task Costs: \$730,244
 Savings = \$1,869,755

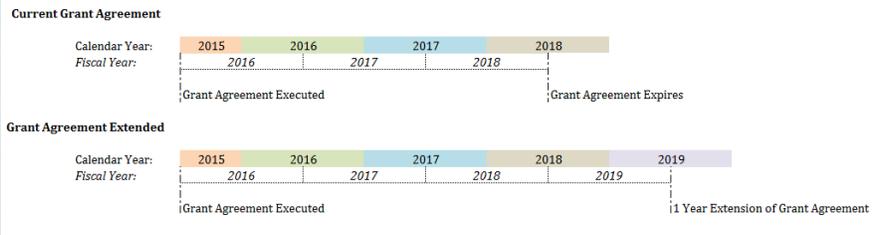
Due to competitive pricing below budget, savings are:

- Projected to be approximately \$1,840,000 in cost savings for the Santa Ana River Watershed.
- Projected to be approximately \$30,000 in cost savings for the Upper Santa Margarita Watershed
- PA 22 Committee agreed to use cost savings to further support further turf removal and new water conservation tools





More time is being requested from State to use available cost savings Proposed New Schedule



Additional time necessary to implement:
Water Rates, Tech Tool and Executive Order, and Turf components

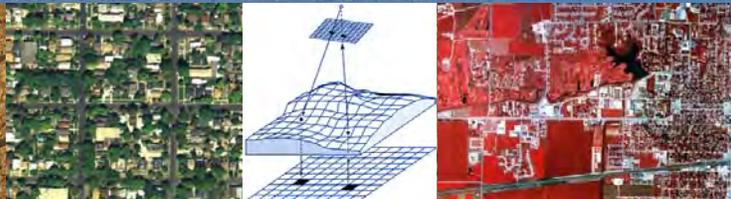
DWR Staff has indicated verbal support for extension and amendment



New On-line Web Application and Cloud Services

Objective:

Create an on-line web application for the high resolution aerial imagery and outdoor landscape measurements for outdoor water budgets developed through Drought Grant Program accessible to water managers.





New On-line Web Application and Cloud Services

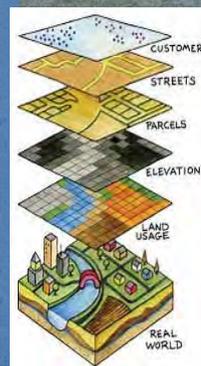
Project Highlights

- Delivers up to massive imagery size in a scalable cloud computing environment available from ESRI
- Allows access to the results of SAWPA's work to analyze the watershed's landscape using aerial imagery and remote sensing analysis.
- Can view landscape analysis results at both the parcel level, as well as the agency level.
- Includes landscape statistics by land use type.

Benefits

- Serving data over the cloud reduces demand on agencies computer data storage/networking services.
- Provides water agencies, particularly those lacking adequate data storage or GIS capabilities, to access this imagery and data

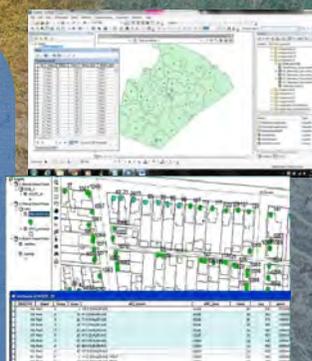
Budget: \$115,000



New Meter Geocoding and North American Industry Classification System (NAICS) Coding Services

Objective:

- Provides support to water retailers in addressing the proposed requirements as detailed in the State's final report entitled, *Making Water Conservation a California Way of Life, Implementing Executive Order B-37-16*
- Provides water meter geocoding and classification of commercial, industrial and institutional (CII) accounts using North American Industry Classification System (NAICS) coding.





Meter Geocoding and North American Industry Classification System (NAICS) Coding Services

Funding Workshop held at SAWPA on Oct. 25th to invite retail agencies to grant funded service:

- 18 agencies attended
- 5 agencies already signed up first week
- Consultant: Miller Spatial under contract and can support more agencies as needed (20 agencies budgeted)
- Budget: \$350,000



Funding Workshop
Water Conservation Tools for Retail Agencies

Wednesday, October 25
10:00 am to Noon
SAWPA
11615 Sterling Avenue
Riverside, CA 92503

AGENDA

10:00 am - 10:05 am Workshop Host Welcome*

10:05 am - 10:15 am Grant Funding Support
Nick Whetzel (SAWPA Senior Watershed Manager)

10:15 am - 10:30 am Infrared Aerial Imagery and EMR Spatial Analysis Tools
Dean Unger (SAWPA Innovation & Technology Manager)

10:30 am - 12:00 pm Water Meter and NAICS Geocoding Services
Doug Menzies (Senior Consultant, Miller Spatial)

- Assign Billing Accounts based upon North American Industry Classification System (NAICS) Data to Commercial, Industrial and Institutional (CII) Accounts.
- Identify Meter Use Meters for CII Billing Accounts.
- Link Billing Account Data to Meter Service Areas (MSAs) with Infrared Infrared measurement data using GIS.
- Project Roadmap
- How to Get Started / Sign up
- C.I.A.

*Refreshments provided



Next work phase – SARCCUP Smartscape & Conservation Based Water Rates Support

Task / Sub-Task	Grant Amount	Local Share	Total Cost
Smartscape*	\$243,000	\$194,400	\$437,400
Conservation-Based Water Rates	\$583,000	\$631,600	\$1,214,600
Total	\$826,000	\$826,000	\$1,652,000

* OCWD's local cost share funding originally intended for Smartscape Task was added to Conservation-Based Water Rates Task






Smartscape – Program Overview

- Developed as a partnership between SAWPA member agencies and OC Coastkeeper in 2015 during SARCCUP Development
- Supports water customers that have transitioned from turf grass to drought tolerant landscaping through specific tasks:
 - Landscape site visits
 - Develop written training materials
 - Workshops, training, etc.

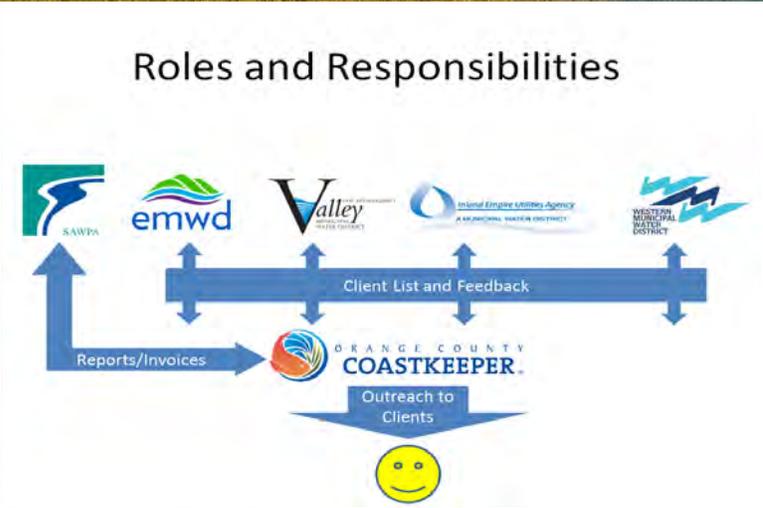


¿Qué son SmartScapes, y por qué son importantes?
 SmartScapes son jardines que son tolerantes a la sequía. Son importantes porque ahorran en la parte seguida en la futura necesidad y costo para el agua que se. Coastkeeper ofrece asistencia a propietarios, comités de jardines, residentes y las empresas que deseen convertir sus jardines a zonas de agua que son conscientes del medio ambiente, y que ahorran agua.




Smartscape Contracting among SAWPA, four SAWPA member agencies & OCCK

Roles and Responsibilities



The diagram illustrates the flow of information and responsibilities between SAWPA, four SAWPA member agencies (emwd, Valley Water District, Orange County Coastkeeper, and Western Municipal Water District), and OCCK. The central hub is ORANGE COUNTY COASTKEEPER. Arrows indicate the flow of Client List and Feedback from the member agencies to OCCK. An arrow shows Reports/Invoices flowing from OCCK to SAWPA. A large arrow points from OCCK to Outreach to Clients, which is represented by a yellow smiley face icon.



General Manager's Report

November 7, 2017

Santa Ana Watershed Project Authority | 11615 Sterling Avenue, Riverside, CA 92503 | www.sawpa.org

INSIDE THE November REPORT

- 1 City of Beaumont
- 2 Brine Line Update
- 3 Human Resources
- 4 DCI Program
- 5 Legislative Activities

City of Beaumont

On October 25, 2017, SAWPA met with City staff to discuss remaining information requested by OCSD. SAWPA has submitted a request to OCSD to allow the City of Beaumont to discharge to the Brine Line since Beaumont is outside the Brine Line service area as defined by the contracts with OCSD.

Brine Line Update

A report of the Brine Line activities for the month of October is attached.

Human Resources Documents Update

With the assistance of Best, Best & Krieger, SAWPA is updating the employee handbook, job descriptions, performance evaluation documents, employment application, forms and policies.



*Homeless & Water
Symposium – DCI
Program and the City of
Riverside*



Disadvantaged Communities

SAWPA staff was contacted by the City of Riverside with interest in having a meeting to discuss the City's Housing First initiative, and the possibility of partnering with SAWPA on planning and implementation of a project focused, in part, on improving water quality by permanently relocating people from the river that are homeless. Attached is a detailed report on that meeting, which includes next steps.

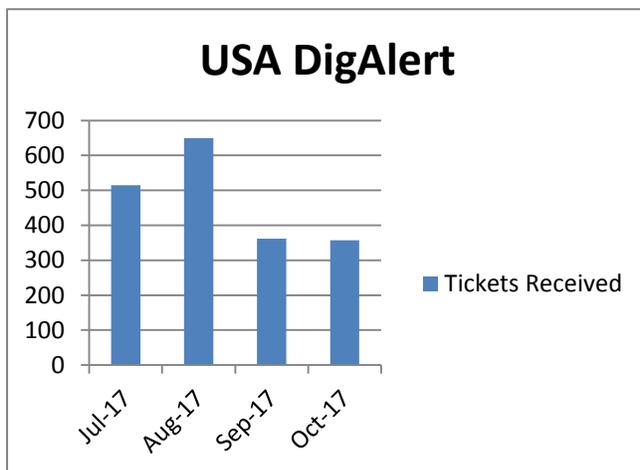
Legislative Activities

I am working with West Coast Advisors to implement a plan to meet all the legislators within the watershed over the next several months. More details to come on talking points and meeting dates/results.

October 2017 – Maintenance activities continued within Prado Basin. Work included setting up bridges for creek crossings to allow road clearing equipment and inspection of maintenance access structures within the Prado basin flooding area. The window to complete activities is limited between the end of the least Bell’s vireo season (September 15) and the beginning of the storm season.

Reach 4E Activities – SAWPA has implemented a maintenance program for Reach 4E during FY17-18. Maintenance activities include line cleaning and inspection of approximately 24,000 linear feet of 36-inch diameter pipeline. SAWPA has coordinated with SBVMWD and the upstream users (Mountain View Generating Station, San Bernardino Municipal Water Department, and Yucaipa Valley Water District) to stop discharge one day approximately every three (3) weeks. This allows SAWPA to perform line cleaning and remove any accumulated debris in the pipeline. Per the SAWPA Sewer System Management Plan, maintenance in this section of the Brine Line is required every 7 years.

During the Month of October, SAWPA received a total of 357 DigAlert tickets. Effective October 1, 2017, SAWPA changed to a shapefile (GIS) based notification system, rather than the previous Thomas Guide based system. A reduction in the number of DigAlert tickets received is expected due to this change. The graph below shows the number of DigAlert tickets received so far this fiscal year.



Meeting with City of Riverside about Housing First initiative.

Following the June 29, 2017 Homelessness & Water Symposium conducted by SAWPA as component of the Disadvantaged Communities Involvement Program, at which Emilio Ramirez (City of Riverside Deputy Director of Community & Economic Development Department) participated as a panelist, SAWPA staff was contacted by the City with interest in having a meeting, which was held last week at SAWPA.

The discussion centered around a Housing First initiative that City of Riverside is developing, and the possibility of partnering with SAWPA on the planning and implementation of a project that is in-part focused on improving water quality by permanently relocating people who are homeless from a river location. This pilot project could serve as a model for other locations along the SAR. City staff introduced the idea of an MOU to describe the partnership. SAWPA staff will explore the concept and upon development of more details, will present the concept to the OWOW Steering Committee and Commission for consideration and possible further action. The City is developing a broad city-wide Housing First initiative for City Council consideration in January, within which may be mention of SAWPA as a possible partner. The project timeline seems to work well with the DCI Program timeline in SAWPA's grant agreement with DWR.

Through the DCI Program, and our engagement with statewide partners through the Roundtable of Regions, we have developed an understanding of the many links between homelessness & water, shown in the table at right. Direct links to SAWPA's scope of work contained in DWR's grant agreement are *italicized*, however all are broadly linked to the California Integrated Regional Water Management Program, which for SAWPA is the OWOW Program.

Links between Homelessness & Water
<i>Water quality degradation (trash, bacteria)</i>
<i>Hydromodification (damming, debris)</i>
Riparian / Aquatic habitat (physical disturbance, fire)
Flood risk (unsheltered people)
Access to drinking water
Access to sanitation (sanitary sewer, hygiene)
Repurposing of multi-use recreation facilities

As next steps, Mike Antos will work with Dep. Dir. Ramirez and his staff to better understand the project, the benefits to water quality in the SAR, and the proposed partnership. We will advise the OWOW Steering Committee on November 16th about this effort, and I will report to the Commission once we have more details, likely November 21st meeting.

Meeting attendees:

- SAWPA: Susan Lien Longville, Tom Evans, Gil Navarro, Rich Haller, Larry McKinney, Mike Antos, Ken Gutierrez (Consultant, Land Use & Water Planning Pillar)
- Riverside: Al Zelinka (Asst. City Manager), Alex Nguyen (Asst. City Manager), Kris Martinez (Public Works Director), Emilio Ramirez (Dep. Dir. Community & Economic Development Dept.)