



S A W P A

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

REGULAR COMMISSION MEETING TUESDAY, APRIL 18, 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: APRIL 4, 2017** 5
Recommendation: Approve as posted.
 - B. **TREASURER’S REPORT – MARCH 2017** 11
Recommendation: Approve as posted.
5. **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)
 - B. **PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS**
General Manager
6. **NEW BUSINESS**
 - A. **EXECUTIVE SEARCH REQUEST FOR PROPOSALS (RFP)** 17
Presenter: Celeste Cantú
Recommendation: Consideration and action to issue a Request for Proposals (RFP) seeking proposals from executive search firms.
 - B. **UPDATE ON SAWPA ORDINANCE REVISIONS (CM#2017.58)** 31
Presenter: Lucas Gilbert
Recommendation: Receive and file.

- C. **INLAND EMPIRE BRINE LINE REACH V REHABILITATION AND IMPROVEMENT PROJECT – PHASE 1**
Presenter: David Ruhl
Recommendation: Receive and file.
- D. **WMWD LA SIERRA PIPELINE – RIGHT-OF-ENTRY (CM#2017.54)**35
Presenter: Rich Haller
Recommendation: Authorize the General Manager to issue a right-of-entry to W.A. Rasic for the installation of two (2) pipelines through the SAWPA parking lot as part of the Western Municipal Water District La Sierra Pipeline project.
- E. **INLAND EMPIRE BRINE LINE PURCHASE PRICE FOR TREATMENT AND DISPOSAL CAPACITY (CM#2017.55)**39
Presenter: Rich Haller
Recommendation: Adopt Resolution No. 2017-07, establishing the purchase price for the Inland Empire Brine Line Treatment and Disposal Capacity.
- F. **APPROVAL OF A CONTRACT WITH SCHEEVEL ENGINEERING FOR THE DESIGN OF THE SANTA ANA SUCKER PROTECTION AND BENEFICIAL USE ENHANCEMENT PROJECT (CM#2017.56)**43
Presenter: Ian Achimore
Recommendation: Approve issuance of an Agreement for Services and Task Order No. SCH381-01 with Scheevel Engineering for an amount not to exceed \$96,725 for the Design of the Santa Ana Sucker Protection and Beneficial Use Enhancement Project (Project) subject to cost share approval by the SBVMWD Board.
- G. **APPROVAL OF WATERSHED SIGNAGE WITH BRI COMMUNICATIONS (CM#2017.57)**89
Presenter: Ian Achimore
Recommendation: Approve issuance of contracts with Bri Communications for an amount not to exceed \$11,200 to design, install and maintain of Santa Ana River Watershed signs throughout the Watershed for four consecutive years.
- H. **DISCUSSION OF SAWPA JOINT POWERS AUTHORITY AGREEMENT PROVISIONS**95
Presenter: Larry McKenney
Recommendation: Discussion and direction.
- I. **OUTSTANDING MEMBER AGENCY CONTRIBUTIONS – UPDATE**
Presenter: Celeste Cantú
Recommendation: Discussion and direction.
- 7. **INFORMATIONAL REPORTS**
Recommendation: Receive and file the following oral/written reports/updates.
- A. **OWOW PLAN UPDATE 2018 STATUS (CM#2017.59)**97
Presenter: Mike Antos
- B. **CASH TRANSACTIONS REPORT – FEBRUARY 2017**99
Presenter: Karen Williams

C. [INTER-FUND BORROWING – FEBRUARY 2017 \(CM#2017.51\)](#).....105
Presenter: Karen Williams

D. [PERFORMANCE INDICATORS/FINANCIAL REPORTING – FEBRUARY 2017 \(CM#2017.52\)](#).....109
Presenter: Karen Williams

E. [BUDGET VS. ACTUAL VARIANCE REPORT – FYE 2017 SECOND QUARTER – DECEMBER 31, 2016 \(CM#2017.53\)](#)129
Presenter: Karen Williams

F. [FINANCIAL REPORT FOR THE FIRST QUARTER ENDING DECEMBER 31, 2016](#).....137
• Inland Empire Brine Line
• SAWPA
Presenter: Karen Williams

G. [STATUS REPORT – 2017 OWOW CONFERENCE \(May 25 | Ontario Convention Center\)](#)
Presenter: Celeste Cantú

H. [GENERAL MANAGER’S REPORT](#)

I. [SAWPA GENERAL MANAGERS MEETING NOTES – APRIL 11, 2017](#).....157
Presenter: Celeste Cantú

J. [STATE LEGISLATIVE REPORT](#)159
Presenter: Celeste Cantú

K. [CHAIR’S COMMENTS/REPORT](#)

L. [COMMISSIONERS’ COMMENTS](#)

M. [COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS](#)

8. [ADJOURNMENT](#)

PLEASE NOTE:

Americans with Disabilities Act: Meeting rooms are wheelchair accessible. If you require any special disability related accommodations to participate in this meeting, please contact (951) 354-4220 or kberry@sawpa.org. 48-hour notification 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, April 12, 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

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

January 1/3/17 Commission Workshop 1/10/17 Special Commission Meeting 1/17/17 Regular Commission Meeting	February 2/7/17 Commission Workshop 2/21/17 Regular Commission Meeting
March 3/7/17 Commission Workshop 3/21/17 Regular Commission Meeting	April 4/4/17 Commission Workshop 4/18/17 Regular Commission Meeting
May 5/2/17 Commission Workshop 5/9 – 5/12/17 ACWA Spring Conference, Monterey 5/16/17 Regular Commission Meeting 5/25/17 OWOW Conference [Ontario Convention Center]	June 6/6/17 Commission Workshop 6/20/17 Regular Commission Meeting
July 7/4/17 No Meeting (Independence Day) 7/18/17 Regular Commission Meeting	August 8/1/17 Commission Workshop 8/15/17 Regular Commission Meeting
September 9/5/17 Commission Workshop 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 – 12/1/17 ACWA Fall Conference, Anaheim	December 12/5/17 Commission Workshop 12/19/17 Regular Commission Meeting



**SAWPA COMMISSION
REGULAR MEETING MINUTES
APRIL 4, 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
Phil Anthony, Orange County Water District
Brenda Dennstedt, Alternate, Western Municipal Water District [9:48 a.m.]
- COMMISSIONERS ABSENT** Thomas P. Evans, Western Municipal Water District
- ALTERNATE COMMISSIONERS PRESENT; NON-VOTING** 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, Kelly Berry

The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:33 a.m. by Chair Longville at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**

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

ADDED ITEM PURSUANT TO GOVERNMENT CODE SECTION 54954.2(b)(2)

Chair Longville requested the Commission add an item in need of immediate action which came to the attention of the Agency subsequent to the posting of the agenda – consideration of the March 31, 2017 correspondence from General Manager Celeste Cantú to the SAWPA Commissioners tendering her resignation effective June 30, 2017.

MOVED, add to the agenda consideration of the March 31, 2017 correspondence from General Manager Celeste Cantú to Commissioners tendering her resignation effective June 30, 2017.

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

GENERAL MANAGER LETTER OF RESIGNATION

Chair Longville read the letter of resignation of General Manager Celeste Cantú into the record:

Dear SAWPA Commissioners,

I am writing to let you know that I will be leaving SAWPA at the end of this fiscal year, June 30, 2017, to take a new position as CEO of WELL (Water Education for

Latino Leaders) in July. I appreciate that WELL is flexible enough to allow me to give SAWPA 90 days' notice to ensure a smooth transition. It has been a privilege to serve SAWPA as your General Manager for the last ten and a half years. I am pleased that I leave the agency in a strong financial position, with a stellar, highly skilled and dedicated staff capable of implementing an ambitious vision. SAWPA is well respected throughout California and enjoys a tremendous amount of goodwill.

Please be assured that I remain committed to the mediation process initiated by Valley.

Sincerely,
Celeste Cantú

Chair Longville asked legal counsel if the resignation letter complied with the terms of the employment agreement. Larry McKenney confirmed that it does; her contract requires at least 30 days' written notice. Chair Longville called for a motion to accept the letter of resignation.

MOVED, accept the March 31, 2017 letter of resignation of General Manager Celeste Cantú.

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

Commissioner Sullivan requested an item added to Closed Session as a personnel item to discuss appropriate action moving forward relative to process, recruitment, etc. Executive Counsel McKenney recommended against adding such an item to Closed Session, stating Brown Act provisions for Closed Session discussions do not encompass recruitment and there must be a need to take immediate action. Commissioner Anthony stated he thought 90 days was a long time. Commissioner Sullivan suggested there may be provisions within the letter in need of discussion and possible action. Commissioner Hall disagreed and recommended the discussion take place in Open Session. Commissioner Sullivan requested the matter be put to a vote, and made a motion to add the matter to Closed Session, which was seconded by Commissioner Anthony.

MOVED, add to Closed Session as a personnel item discussion of appropriate action moving forward in light of the March 31, 2017 letter of resignation of General Manager Celeste Cantú.

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

3. PUBLIC COMMENTS

Gil Navarro, San Bernardino Valley Municipal Water District Board Vice President, extended an invitation on behalf of Valley and the City of San Bernardino to grand opening ceremonies for the Bryce Edward Hanes Park on Saturday, May 13, 2017. The park is located on the corner of 9th and E Streets in the City of San Bernardino; the event will begin at 10:00 a.m.

4. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: MARCH 21, 2017

MOVED, approve the March 21, 2017 meeting minutes.

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

5. WORKSHOP DISCUSSION AGENDA

A. FYE 2018 AND 2019 OWOW AND ROUNDTABLES FUND DRAFT BUDGETS (CM#2017.47)

Karen Williams provided a PowerPoint presentation on the OWOW Fund Budget, Roundtables Fund Budget, Labor Distribution & Indirect Cost Allocation and Member Agency Contributions.

Alternate Commissioner Dennstedt arrived at 9:48 a.m., during the beginning of the presentation of Agenda Item No. 5.A.

Chair Longville asked for the amount of Member Agency Contributions for FYE 2017; Karen Williams stated those numbers would be brought back at a future meeting. The complete budget will be presented for further consideration at the first meeting in May and staff will address any questions from the Commission.

Mark Norton provided a PowerPoint presentation outlining the need for additional staff support for SAWPA OWOW and Roundtables, which is included in the budgeted figures presented by Karen Williams. The proposed position would be a full time position and serve as a Grant/Technical writer. Norton reviewed potential grant funding SAWPA could pursue with a full time grant writer, as well as the technical writing aspects of the proposed position. In-house staff would support succession planning and provide ongoing technical writing of the OWOW Plan Update and watershed messaging.

Commissioner Sullivan requested figures outlining the total cost for this staff position with a breakdown of the fully burdened rate for a two-year period, noting perhaps hiring a consultant would be more cost effective and voicing concern there would be additional cost to the member agencies.

Norton provided an overview of Roundtables prioritization. A discussion ensued regarding Forest First and a previous \$1 million grant for fuel reduction in the San Bernardino mountains; Commissioner Sullivan requested a future report on this project and its benefits.

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

6. NEW BUSINESS

A. BRINE LINE REACH 4 PROTECTION PROJECT (CM#2017.48)

Carlos Quintero provided a PowerPoint presentation on the Brine Line Reach 4 Protection Project. Storm events in late January 2017 washed out a portion of the Brine Line Reach 4 access road. SAWPA worked with the U.S. Army Corps of Engineers to obtain a General Permit 63, which allowed for an emergency repair of the washed out road. Work began on March 7 and concluded on March 14, 2017. FEMA issued a notice of major disaster declaration as a result of the mid-January storm events. Staff will seek to recover \$12,750 of the repair costs from FEMA; application deadline is April 11, 2017.

MOVED, (1) receive and file a report on the Brine Line Reach 4 protection project, (2) adopt Resolution No. 2017-06 approving Form Cal OES 130 designating the General Manager as the SAWPA authorized representative to execute an application for federal financial assistance under Public Law 93-228; and (3) direct the General Manager to submit a request for public assistance to seek reimbursement for a portion of the costs associated with the Reach 4 protection project.

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

B. REQUEST SUPPORT IN URGING CONGRESS TO MAINTAIN TAX STATUS (CM#2017.50)

West Basin Municipal Water District is coordinating an effort to garner support from water agencies to sign a letter to Congressional leadership to request support of continuing tax-exempt status of municipal bonds.

MOVED, authorize the General Manager to sign a coalition letter to Congressional leadership supporting tax-exempt status of municipal bonds.

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

7. INFORMATIONAL REPORTS

A. INLAND EMPIRE BRINE LINE REACH V REHABILITATION AND IMPROVEMENT PROJECT – PHASE 1

David Ruhl provided PowerPoint presentation with a brief progress update. The planned three-day shutdown was successful; work was completed 12 hours ahead of schedule. EMWD dischargers were notified they could begin startup procedures 10 hours ahead of schedule.

B. LAKE ELSINORE AERATION AND MIXING PROPOSAL RESPONSE (CM#2017.49)

Mark Norton reviewed the materials contained in the agenda packet.

C. OUTSTANDING MEMBER AGENCY CONTRIBUTIONS – UPDATE

This will be considered by OCWD's Executive Committee later this week; a follow up report will be provided at the next Commission meeting.

D. CORRESPONDENCE WITH EMWD AND OCWD

Larry McKenney noted the revised EMWD/OCWD letter and his response were in the packet. Commissioner Anthony requested the subject of this correspondence placed on the next meeting agenda for discussion by the Commission.

E. CHAIR'S COMMENTS/REPORT

Chair Longville reminded Commissioners to make sure their respective Boards consider and approve JPA Amendment No. 6.

F. COMMISSIONERS' COMMENTS

Commissioner Sullivan reported on his recent trip to Washington D.C. relative to the California Water Fix. A discussion ensued regarding the Resolution in support of the California Water Fix adopted by the Commission; staff was requested to again send the Resolution to the appropriate elected officials to ensure they are aware SAWPA supports this very important initiative, recommending both electronic and U.S. mail delivery. Commissioner Sullivan noted a past request for the report on the Verio Monitoring and Cowbird Management Project; he is still interested in obtaining a copy of the report. Commissioner Sullivan requested a copy of the SRF Loan contract.

G. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

There were no Commissioner requests for future agenda items.

8. CLOSED SESSION

Larry McKenney noted the Commission would not discuss Agenda Item No. 8.A. At 10:45 a.m., and Chair Longville recessed the meeting to Closed Session to discuss the urgency item added to the agenda. Designated personnel essential to the discussion were present during 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)

B. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS

General Manager

Chair Longville resumed Open Session at 11:06 a.m., and stated there was no reportable action taken during Closed Session.

9. ADJOURNMENT

There being no further business for review, Chair Longville adjourned the meeting at 11:06 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, April 18, 2017.

Susan Lien Longville, Chair

Attest:

Kelly Berry, CMC
Clerk of the Board

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*Santa Ana Watershed
Project Authority*



Finance Department

Santa Ana Watershed Project Authority
TREASURER'S REPORT

March 2017

During the month of March 2017, the Agency's actively managed temporary idle cash earned a return of 1.519%, representing interest earnings of \$15,596. Additionally, the Agency's position in overnight funds L.A.I.F. and CalTRUST generated \$22,347 and \$2,284 in interest, resulting in \$42,227 of interest income from all sources. Please note that this data represents monthly earnings only, and does not indicate actual interest received. There were zero (0) investment positions purchased, zero (0) positions sold, three (3) positions matured, and zero (0) positions were called.

This Treasurer's Report is in compliance with SAWPA's Statement of Investment Policy. Based upon the liquidity of the Agency's investments, this report demonstrates the ability to meet customary expenditures during the next six months.

April 12, 2017

Prepared and
Submitted by: 

Karen L. Williams, Chief Financial Officer

Santa Ana Watershed Project Authority
INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES
March 31, 2017

SAWPA primarily maintains a "Buy and Hold" investment philosophy, with all investments held by the Citizens Business Bank via a third-party safekeeping contract.

Investment Type	Security Type	CUSIP	Dealer	Purchase Date	Maturity Date	Call Date (if appl)	Par Value	Yield To Maturity	Investment Cost	Market Value Current Month	Unrealized Gain / (Loss)	Coupon Rate	Interest Earned
Agency	FHLMC	3137EACA5	WMS	03-27-14	03-27-19	No Call	\$500,000	1.790%	546,650.00	523,140.50	(23,509.50)	3.750%	\$ 760.14
Agency	FHLMC	3137EAEC9	WMS	09-16-16	08-12-21	No Call	\$1,000,000	1.335%	990,060.00	965,614.00	(24,446.00)	1.125%	\$ 1,133.79
Agency	FHLB	313379EE5	WMS	05-26-15	06-14-19	No Call	\$500,000	1.420%	504,015.00	501,792.00	(2,223.00)	1.625%	\$ 603.10
Agency	FHLB	3130A62S5	WMS	11-18-15	08-28-17	No Call	\$500,000	0.860%	499,030.00	499,664.50	634.50	0.750%	\$ 365.24
Agency	FHLB	313383HU8	WMS	06-16-16	06-12-20	No Call	\$1,000,000	1.080%	1,026,088.00	1,000,836.00	(25,252.00)	1.750%	\$ 917.27
Agency	FNMA	3135GOZA4	WMS	03-27-14	02-19-19	No Call	\$500,000	1.800%	501,975.00	504,809.00	2,834.00	1.875%	\$ 764.38
Agency	FNMA	3136G1GP8	WMS	03-27-13	03-27-18	03-27-15	\$1,000,000	1.000%	1,000,000.00	998,672.00	(1,328.00)	1.000%	\$ 849.32
Agency	FNMA	3135G0H55	WMS	12-28-15	12-28-20	No Call	\$1,000,000	1.830%	1,002,140.00	1,003,668.00	1,528.00	1.875%	\$ 1,554.26
Agency	FNMA	3135G0F73	WMS	06-16-16	11-30-20	No Call	\$1,000,000	1.150%	1,015,157.00	990,620.00	(24,537.00)	1.500%	\$ 976.72
Agency	USTN	912828A34	WMS	11-17-15	11-30-18	No Call	\$1,000,000	1.166%	1,002,500.00	1,000,234.00	(2,266.00)	1.250%	\$ 990.21
Agency	USTN	912828WC	WMS	11-17-15	10-31-20	No Call	\$1,000,000	1.638%	1,005,312.50	1,001,055.00	(4,257.50)	1.750%	\$ 1,391.04
Agency	USTN	912828G61	WMS	11-17-15	11-30-19	No Call	\$1,000,000	1.469%	1,001,210.94	1,000,781.00	(429.94)	1.500%	\$ 1,247.59
Agency	USTN	912828L32	WMS	06-17-16	08-31-20	No Call	\$500,000	1.030%	507,070.31	494,902.50	(12,167.81)	1.375%	\$ 437.53
Agency	USTN	912828L65	WMS	06-16-16	09-30-20	No Call	\$500,000	1.041%	506,992.19	494,375.00	(12,617.19)	1.375%	\$ 441.95
Agency	USTN	912828L99	WMS	06-16-16	10-31-20	No Call	\$500,000	1.051%	506,914.06	493,886.50	(13,027.56)	1.375%	\$ 446.10
CORP	Toyota Motor Credit Corp	89236TCP8	WMS	09-15-16	07-13-18	Call Date	\$500,000	1.100%	504,057.50	500,375.00	(3,682.50)	1.550%	\$ 467.15
CD	GE Cap Retail	36157PVU0	WMS	01-31-14	01-31-18	No Call	\$248,000	1.450%	248,000.00	248,365.57	365.57	1.450%	\$ 305.41
CD	National Bank of NY	634116CA3	WMS	06-18-14	06-18-18	No Call	\$248,000	1.300%	248,000.00	248,000.00	-	1.300%	\$ 273.82
CD	Capital Bank FI Miami	139800CC8	WMS	05-27-15	05-29-18	No Call	\$248,000	1.100%	248,000.00	248,000.00	-	1.100%	\$ 231.69
CD	Compass Bank	20451PLB0	WMS	05-29-15	08-29-17	No Call	\$248,000	1.000%	248,000.00	248,054.81	54.81	1.000%	\$ 210.63
CD	Capital One NA	14042RAG6	WMS	09-30-15	10-01-18	No Call	\$248,000	1.650%	248,000.00	248,000.00	-	1.650%	\$ 347.54
CD	Capital One Bank USA NA	140420VZ0	WMS	09-30-15	10-01-18	No Call	\$248,000	1.650%	248,000.00	248,000.00	-	1.650%	\$ 347.54
CD	Wells Fargo Bank NA	9497482W6	WMS	12-02-15	12-03-18	No Call	\$245,000	1.450%	245,000.00	245,000.00	-	1.450%	\$ 301.72
CD	CIT Bank	17284A6P8	TVI	03-13-13	03-13-18	No Call	\$248,000	1.100%	248,000.00	247,561.31	(438.69)	1.100%	\$ 231.69

Total Actively Invested Funds	\$13,981,000	\$ 14,100,172.50	\$ 13,955,406.69	\$ (144,765.81)	1.519%	\$ 15,595.85
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Total Local Agency Investment Fund					0.821%	22,347.12
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Total CalTRUST Investment Fund					1.240%	2,283.55
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Total Invested Cash	\$13,981,000	\$ 48,317,107.37			1.042%	\$ 40,226.51
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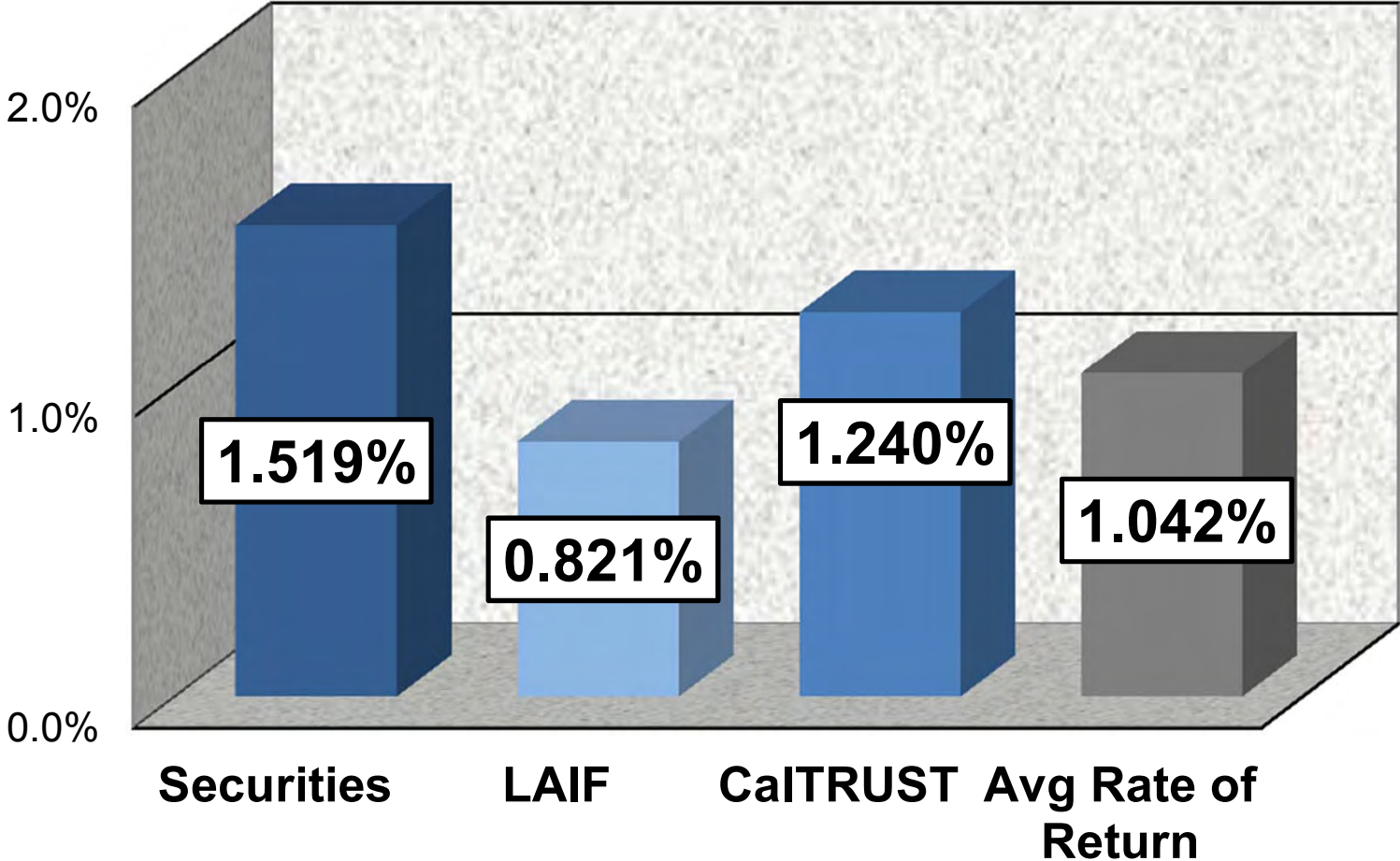
Key to Security Type:

- FHLB = Federal Home Loan Bank
- FHLMC = Federal Home Loan Mortgage Corporation
- FNMA = Federal National Mortgage Association
- USTN = US Treasury Note
- CORP = Corporate Note
- CD = Certificate of Deposit
- GDB = Goldman Sachs Bank

Key to Dealers:

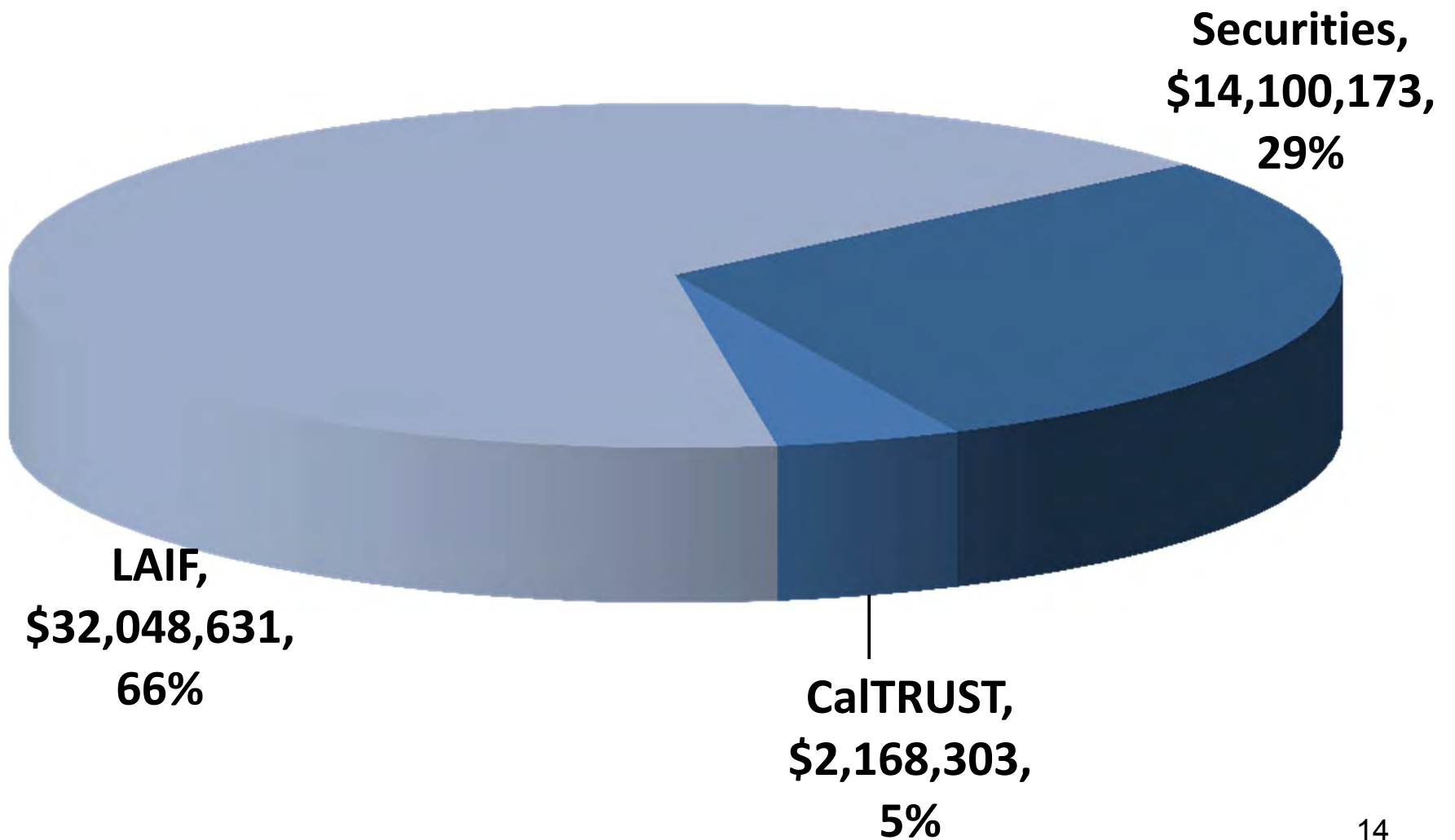
- FCS = FinaCorp Securities
- MBS = Multi-Bank Securities
- MS = Mutual Securities
- RCB = RBC Dain Rauscher
- SA = Securities America
- TVI = Time Value Investments
- WMS = Wedbush Morgan Securities

Interest Rate Analysis



Investments

\$48,317,107



Interest
\$40,227

LAIF, \$22,347,
55%



CalTRUST,
\$2,284, 6%

Securities,
\$15,596, 39%

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SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)

REQUEST FOR PROPOSALS (RFP)

To Provide

Executive Search Services

Proposal submittals: Responses to this Request for Proposal (RFP) will be submitted to:

Santa Ana Watershed Project Authority
Attention: Kelly Berry
11615 Sterling Avenue
Riverside, California 92503

The Santa Ana Watershed Project Authority (SAWPA) is accepting sealed proposals to provide executive search services for the position of General Manager.

SAWPA is a Joint Powers Authority, focusing on water supply and water quality. Its stated mission is to develop and maintain regional plans, programs, and projects that will protect the Santa Ana River basin water resources to maximize beneficial uses within the watershed in an economically and environmentally responsible manner. First formed in 1968 as a planning agency, SAWPA was reformed in 1972 with a mission to plan and build facilities to protect the water quality of the Santa Ana River Watershed. The watershed is home to over six million people in southern California, and the region's population is projected to grow to almost ten million people within the next 50 years. SAWPA has supported its five member water agencies and various stakeholder groups throughout the watershed with developing and implementing plans to ensure that there is sufficient clean water to support all the water needs of the watershed into the future.

1. Submittal Information

1.1. No later than **4:00 p.m. PST on _____, 2017**, one (1) original, five (5) copies, and one (1) electronic file copy (in PDF format) of the proposal shall be submitted to the address above in a sealed envelope and labeled: "Proposal for Executive Search Services." **Proposals received after the above specified date and time WILL NOT be accepted.** Emailed proposals will not be accepted.

1.2. All questions regarding this RFP shall be in writing and directed to Kelly Berry kberry@sawpa.org. Please reference "Proposal for Executive Search Services" when communicating relative to this RFP.

1.3. Proposals not following the requested format may be considered non-responsive and eliminated from further consideration. The Proposal shall include a dated cover letter signed by a person authorized to negotiate and execute contracts on behalf of the Consultant, and must be binding for a period of sixty (60) days.

1.4. Any proposal found to be illegible or incomplete will be considered for rejection.

1.5. Depending on the number of responses received, SAWPA may request top Consultants be available for an interview.

2. Schedule (Consultant Selection Process)

April 18, 2017	Issue Request for Proposals
_____, 2017	Proposals due (4:00 p.m. PST)
_____, 2017	Interview panel conducts interview of top proposing firms
_____, 2017	Recommend award to SAWPA Commission
_____, 2017	Contract Negotiation/Execution

3. Proposal Instructions and Conditions

3.1. **Pre-Contractual Expenses** – Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:

- Preparing a proposal in response to the RFP
- Submitting that proposal to SAWPA
- Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement
- Any other expenses incurred by the prospective bidder prior to the date of an executed contract

SAWPA will not, in any event, be liable for any pre-contractual expenses incurred by any prospective bidder. In addition, no prospective bidder shall include any such expenses as part of the price proposed to perform the requested services.

3.2. **Authority to Withdraw RFP and/or Not Award Contract** – SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

3.3. **Right to Reject Proposal** - SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm/s, which, in the opinion of SAWPA, is/are best qualified to perform the services and represents the best value and effectiveness.

3.4. **Oral Statements** - SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.

3.5. **Conflict of Interest** – The Consultant shall review their past, current or proposed work with agencies or firms having a significant interest in or with the Santa Ana Watershed Project Authority to verify a conflict of interest or the appearance of a conflict will not occur.

4. Scope of Work

The Santa Ana Watershed Project Authority (SAWPA) is seeking an experienced, full service Executive Search firm to successfully recruit its next General Manager. The scope of work will include, but not be limited to the following tasks.

Communications to and from SAWPA during the course of completing this Scope of Work shall be through SAWPA's Designated Contact: Kelly Berry (kberry@sawpa.org). References to in this Scope of Work to "SAWPA" shall mean SAWPA's Designated Contact.

Task 1 – Initial Teleconference with SAWPA Representatives

- 1.1 Based on provided job description, establish job requirements and candidate profile
- 1.2 Discuss recruitment brochure and advertising
- 1.3 Establish project timeline
- 1.4 Provide written report to SAWPA

Task 2 – Recruitment Materials (following initial teleconference in Task 1)

Advertising:

- 2.1 Draft profile and ad text; provide to SAWPA for review
- 2.2 Receive SAWPA revisions; make revisions; obtain final SAWPA approval
- 2.3 Place ads in accordance with direction from SAWPA

Brochure:

- 2.4 Prepare draft recruitment brochure based on teleconference discussion
- 2.5 Obtain SAWPA review/adjustments/approval of brochure text
- 2.6 Design, prepare and provide PDF of draft brochure; obtain final approval
- 2.7 Print final brochure and provide to SAWPA in PDF format
- 2.8 Distribute to potential candidates/referral sources
Final filing date: _____
- 2.9 Prepare and submit to SAWPA Summary of Activities to Date

Task 3 – Identify and contact potential candidates and referral sources

Task 4 – Preliminary Screening

- 4.1 Discussion with SAWPA to establish screening criteria
- 4.2 Prepare and provide written screening criteria to SAWPA
- 4.3 Preliminary screening of resumes
- 4.4 Prepare and provide written candidate report of entire applicant pool, including preliminary screening
- 4.5 Preliminary interviews by SAWPA Committee; Consultant will provide designated number of candidate information packets to SAWPA for candidate selection

Task 5 – Final Screening and Selection. Consultant will provide designated number of final candidate information packets to SAWPA for selection of finalists

5. Project Schedule

The Project Schedule will be discussed during Task 1 - Initial Teleconference with SAWPA Representatives. Consultant shall document and provide to SAWPA the

Project Schedule for approval. Final Candidate selection will occur no later than:
_____.

6. Fee proposal requirements

In preparing the fee schedule for the services identified under the scope of work, the Consultant shall take into consideration the following:

- 6.1 Compensation for Consultant direct services provided in completing the tasks shall be based upon an hourly billing rate up to a not-to-exceed amount.
- 6.2 For each task, provide a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-consultant services, if any. The labor breakdown shall be compiled by project task, and be based on a listing of work tasks that correlates with the Consultant's defined scope of work for the proposal. For each task sum the total hours and the total cost. The sum of all task hours and task cost shall be provided. This information will be used by SAWPA to evaluate the reasonableness of the fee proposal.
- 6.3 The Consultant's billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal, along with the markup rate for any non-labor expenses and sub-consultants, if any. Billing rates for the entire duration of the agreement shall be provided.
- 6.4 SAWPA will review the fee proposal of the Consultant deemed most qualified after completing a review of the proposals and conducting interviews (if necessary). The final scope and fee will be negotiated with the top ranked Consultant.
- 6.5 Reimbursable expenses will not be allowed unless included in the proposal and negotiated prior to a contract. Billing rate escalations during the contract term are disfavored and shall be approved in negotiations prior to execution of a contract.
- 6.6 Vehicle usage and mileage is not considered a reimbursable expense and should be included in the hourly rates.

7.0 Proposal Requirements

Although no specific format is required by SAWPA, this section is intended to provide guidelines to the Consultant regarding features, which SAWPA will look for and expect to be included in the proposal.

Content and Format

SAWPA requests that submitted proposals are organized, presented in an understandable format, and relevant to the services requested. Proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material is not of benefit and will not contribute to overall evaluation.

Proposals should be limited to pertinent information. Proposal should be no more than **three (3) typed pages** (based on an 11-point minimum font size). Resumes, cover letter, table of contents and page dividers will not count toward the proposal page limit. Resumes should be included in an appendix. The fee proposal, provided in separate cover, should contain information to clearly respond to the information that is requested in the RFP.

The proposal should include the following:

- Cover or transmittal letter
- Table of Contents, page numbering
- Project Approach and Scope of Services
- Project Team and Organization Diagram
- Descriptions of similar projects by key staff to be used on this assignment including scope and complexity of the projects
- Brief resumes of key staff and sub-consultants, if any (In Appendix)
- Relevant and appropriate references
- Breakdown of total hours by Task. Total hours include Consultant personnel and sub-consultants.
- Contract Exceptions, Proof of Insurance
- Fee proposal, billing rates for staff. In addition, the fee proposal shall include a breakdown of hours by type of personnel identified as part of the project team. **(submitted in a separate sealed envelope).**

Some of these areas are described in further detail below:

Cover or Transmittal Letter

An individual authorized to bind the Consultant shall sign the proposal and fee proposal. The proposal shall contain a statement that the proposal and fee are valid for at least a 90-day period.

Project Approach and Scope of Services

A description of the work program that will be undertaken shall be included in this section. It should explain the approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items identified in the RFP. It should also include a discussion of constraints, problems, and issues that might be anticipated during the contract, and suggestions for approaches to resolving them. Any proposed deviations to the scope of work as described herein should be clearly noted.

Project Team and Organization Diagram

The purpose of this section is to describe the organization of the project team including sub-consultants, if any, and key staff. An organizational diagram shall be submitted showing all key team members, key staff, and sub-consultants. There also shall be a brief description of the role and responsibilities of all key staff and sub-consultants, if any, identified in the team organization.

Descriptions of similar projects by key staff to be used on this assignment including scope and complexity of the projects

Contract Exceptions, Proof of Insurance

The Consultant shall carefully review the standard agreement and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

The Consultant shall furnish, with the proposal, proof of insurance coverage to the minimum levels identified in Section 8.

Fee Proposal (In Separate Sealed Envelope)

A Fee Proposal shall be submitted per the requirements of Section 6.

8.0 General Requirements

8.1 Insurance Requirements

The Consultant shall furnish, with the proposal, proof of the following minimum insurance coverage. Full information on insurance requirements is listed in Attachment A. These minimum levels of coverage are to be maintained for the duration of the project:

The Consultant is encouraged to contact its insurance carriers during the Proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

8.2 Standard Form of Agreement

The selected Consultant will enter into an agreement with SAWPA based upon the contents of the RFP and the Consultant's proposal. SAWPA's standard form of agreement is included as **Attachment A**. The Consultant shall carefully review the agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

8.3 Assigned Representatives

SAWPA will assign a responsible representative to administer the contract and to assist the Consultant in obtaining information. The Consultant also shall assign a project manager who shall be identified in the proposal. The Consultant's representative shall remain in responsible charge of the Consultant's duties from contract execution through completion. SAWPA's representative shall approve any substitution of representatives or sub-consultants identified in the written proposal. SAWPA reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract.

9. Consultant Evaluation and Selection Process

SAWPA's consultant evaluation and selection process is based on comprehensive review of the proposals for professional services. The following criteria will be used in evaluating the proposals:

1. Understanding of the project requirements including identification of critical elements and key issues for successful implementation and outcome.
2. Approach and work plan; include innovative approaches.
3. Relevant qualifications and experience of the firm, key individuals, and sub-consultants and past performance and experience.
4. Results of reference checks.
5. Clarity of proposal and compliance with proposal requirements.

Firms submitting the best proposals may be invited to an interview conducted by a selection panel. The number of firms to be invited for interviews is at the discretion of SAWPA. The interview format and details will be included in the interview invitation letter. SAWPA recognizes the significant effort required to respond to this RFP and therefore discourages any firm or team which lacks the required experience to submit a proposal for evaluation.

SAWPA may negotiate a contract with the most qualified firm for the desired consulting services and compensation level, which SAWPA determines is fair and reasonable. Failing a successful negotiation with the best-qualified firm or firms, SAWPA will terminate negotiations and continue the negotiation process with the next most qualified firm(s), in order to obtain the services at a fair and reasonable price, until an agreement is reached, a firm is selected, and an agreement is executed.

10. Attachments

Attachment A - Standard form of Agreement

PROPOSAL AUTHORIZATION

(Please provide this document (or exact information) on your letterhead)

I certify I am authorized to submit a binding proposal on behalf of my company, (enter company name), and this proposal conforms to required specifications unless otherwise noted.

Company Name

Proposal Submitted by

Title

Signature

Date

Email

Telephone Number

Facsimile Number



ATTACHMENT A
SANTA ANA WATERSHED PROJECT AUTHORITY
AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this ___ day of _____, 20__ by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, CA, 92503 and _____ ("Consultant") whose address is _____.

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 20__** unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

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

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

ARTICLE III

COMPENSATION

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

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

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

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

ARTICLE IV
CONSULTANT OBLIGATIONS

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

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

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

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

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

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

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

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

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

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

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

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

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

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

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

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

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

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

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

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

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

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII

TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX

CONSULTANT STATUS

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

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

ARTICLE X
AUDIT AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XI
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

SANTA ANA WATERSHED PROJECT AUTHORITY

Celeste Cantú, General Manager Date

(CONSULTANT NAME)

(Signature) Date

Typed/Printed Name

COMMISSION MEMORANDUM NO. 2017.58

DATE: April 18, 2016
TO: SAWPA Commission
SUBJECT: Update on SAWPA Ordinance Revisions
PREPARED BY: Lucas Gilbert, Manager of Permitting and Pretreatment

RECOMMENDATION

It is recommended that the Commission receive and file an update on the ongoing SAWPA Ordinance Revisions.

DISCUSSION

The recent revisions to the OCSD Ordinance included revisions to the Local Limits table and changes that were administrative and regulatory in nature. These revisions were a result of changes required or recommended by the United States Environmental Protection Agency and the Santa Ana Regional Water Quality Control Board. OCSD made additional changes to facilitate their ability to achieve long-term compliance for the Pretreatment Program under the Clean Water Act, Safe Drinking Water Act, water recycling, and biosolids requirements. As Delegated Control Authority for the OCSD with regards to the Brine Line, SAWPA is required to have a substantially similar program to OCSD and therefore is required to update their Ordinance to include the OCSD revisions.

SAWPA’s anticipated pretreatment ordinance changes are summarized in the table below:

CHANGE	JUSTIFICATION
Permit Terms: The maximum issued periods for permits have been changed. Class I (SIU and CIU) permits may be issued up to four years. Class II permits and Special Purpose Discharge Permits may be issued for up to five years. Wastehauler Discharge Permits may be issued for up to three years.	OCSD extended the maximum permit terms to align more closely with the maximum permit terms allowed by EPA.
Corrosion, Fouling, Occlusion, or Damage: Discharges causing corrosion, fouling, occlusion, or damage are prohibited.	Discharges of this nature impact the life of the POTW’s assets and the operation and maintenance cost.
Enforcement Response Schedules: Procedural Reporting and response schedules have been defined for mechanisms of compliance.	Defining procedural reporting and response schedules facilitates prudent action for both the Permittee and OCSD. This is a clarification of the existing process.
Permit Transfers: Ordinance language has been strengthened to prohibit permit transfers triggered by sale or change of ownership. Notification of sale or change of ownership has also been clarified.	Permits issued under the Ordinance are for a specific User, for a specific operation at a specific location or specific wastehauler and create no vested rights. The language modifications clarify that the existing permit will be terminated by OCSD upon notification of sale or change of ownership. A new permit will be issued to the new owner upon proper submittal of an application.

A technical evaluation required by the OCSD NPDES permit resulted in 11 changes to Local Limits concentration and mass-based limits. A comparison of new/amended and existing Maximum Allowable Local Discharge Limits is shown below:

Pollutant of Concern	Local Limits, mg/L		Wastehauler Limits, mg/L	
	New/Amended	Existing	New/Amended	Existing
BOD	Mass Allocation	15,000 lb/day	-	-
Ammonia	Mass Allocation	-	-	-
Chromium (Total)	20.0	2.0	35.0	2.0
Silver	15.0	5.0	-	-
Arsenic	2.0	2.0	-	-
Cadmium	1.0	1.0	1.0	1.0
Copper	3.0	3.0	25.0	25.0
Lead	2.0	2.0	10.0	10.0
Mercury	0.03	0.03	-	-
Nickel	10.0	10.0	10.0	10.0
Zinc	10.0	10.0	50.0	50.0
Molybdenum	2.3	-	-	-
Selenium	3.9	-	-	-
1,4-Dioxane	1.0	-	-	-
Total Toxic Organics	-	0.58	-	-
Cyanide (Amenable)	-	1.0	-	-
Cyanide (Total)	5.0	5.0	-	-
Petroleum O&G	100.0	100.0	-	-
Total Sulfides	5.0	5.0	-	-
Dissolved Sulfides	0.5	0.5	-	-
pH (s.u.)	6.0-12.0	6.0-12.0	6.0-12.0	6.0-12.0
PCBs	0.01	0.01	-	-
Pesticides	0.01	0.01	-	-

*new/amended proposed local limits have been identified in **gray and bold**.

OCSD has also recently made SAWPA aware of the formula employed by their agency to alter the local limitations if unregulated wastestreams are present in the final discharge. SAWPA will incorporate this formula into the new Ordinance.

Upon adoption of the Ordinance by OCSD SAWPA is required by the MOU to initiate its ordinance revision process. At this time SAWPA proposes the following timetable for completion of this process:

- March 31 Submit Ordinance Draft 3 to OCSD
- OCSD review complete (Anticipate 1 month review period)
- 10 Days after Review Incorporate comments, agency review, draft 4 (SAWPA)
- 5 Days after Draft 4 Release draft Ordinance for public review**
- Prior to Public Hearing Workshop with dischargers**
- 45 Days after Public Release Public Hearing before Commission, possible adoption**

CRITICAL SUCCESS FACTORS

Critical Success Factor 8. Operate the Brine Line to: (1) protect the OCSD treatment plant and the environment from non-compliant dischargers, and (2) eliminate any uncontrolled pipeline releases.

RESOURCE IMPACTS

Work on the Inland Empire Brine Line Pretreatment Program is funded from Fund 240P.

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COMMISSION MEMORANDUM NO. 2017.54

DATE: April 18, 2017
TO: SAWPA Commission
SUBJECT: WMWD La Sierra Pipeline – Right-of-entry
PREPARED BY: Carlos Quintero, Senior Project Manager

RECOMMENDATION

It is recommended that the SAWPA Commission authorize the General Manager to issue a right-of-entry to W.A. Rasic for the installation of two (2) pipelines through the SAWPA parking lot as part of the Western Municipal Water District La Sierra Pipeline project.

DISCUSSION

On March 21, 2017, John Rossi, Western Municipal Water District (WMWD) General Manager made a public presentation to the SAWPA Commission describing the La Sierra Pipeline Expansion Project. The project, specifically, will require installation of a 24-inch suction line on the north side of the parking lot to provide feed water from the Arlington Desalter to the proposed pump station located to the West of the SAWPA Building. The second pipeline is the “discharge” pipeline and it will be installed along the south side of the parking lot. The discharge line will start at the proposed pump station and it will end at the El Sobrante storage tank.

W.A. Rasic was awarded the Contract for the La Sierra Project. In order for W.A. Rasic to perform investigatory work, as well as installation of the pipelines, a right-of-entry will be required.

The right-of-entry will require provision of insurance naming SAWPA as additionally insured, as well as a \$10,000 deposit for any damage to the SAWPA facilities.

Additionally, WMWD has incorporated into the project specification a series of work schedule conditions, such as a prohibition of work within the SAWPA parking lot within the hours of 6 am to 6 pm. This is to allow unobstructed access to the SAWPA building during work days and working hours.

CRITICAL SUCCESS FACTORS

N/A

RESOURCE IMPACTS

Funds for coordination with WMWD project are budgeted under Fund 100 (General Fund).

Attachments:

1. Right-of-entry

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, California

Right of Entry

The Santa Ana Watershed Project Authority, hereinafter referred to as SAWPA, under and virtue of the authority vested in the General Manager by the SAWPA Commission hereby grants W.A Rasic, a California-based company, the right to enter SAWPA property to install a pipeline for the benefit of the Western Municipal Water District per the drawings identified in Exhibit A, attached hereto and made a part hereof.

This right-of-entry is granted subject to the following conditions:

1. TERM

This right-of-entry is granted for a term based from the time a notice to proceed is issued by Western Municipal Water District (WMWD) until the project has been completed to the satisfaction of WMWD and a Notice of Completion has been recorded with the County of Riverside.

2. CONSIDERATION

This right-of-entry is granted as consideration for the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this right-of-entry shall be addressed, if to the Contractor, to _____ ATTN: _____; and if to SAWPA, to the General Manager, Celeste Cantú at 11615 Sterling Avenue, Riverside, CA 92503. Electronic correspondence is acceptable and must be submitted to ccantu@sawpa.org, with a copy to Carlos Quintero at cquintero@sawpa.org. In addition, the Contractor shall provide the SAWPA General Manager with the name and contact information of persons in charge of the work before any work commences, in case of emergency.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any references to "General Manager" or "Contractor" shall include their duly authorized representatives.

5. AUTHORITY OF THE GENERAL MANAGER

The use and occupation of SAWPA property shall be subject to the authority of the General Manager as such use and occupation impacts SAWPA's property and/or facilities. Any work related to WMWD pipeline shall be supervised by WMWD or WMWD authorized representative.

6. APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with all applicable Federal, State, County, and Municipal laws, ordinances and regulations wherein the SAWPA premises are located. The Contractor shall also comply with the Americans with Disabilities Act.

7. CONDITIONAL USE BY CONTRACTOR

The exercise of the privileges herein granted shall be:

- a. Without cost of expense to SAWPA;
- b. Subject to the right of SAWPA to improve, use or maintain the premises
- c. Personal to the Contractor and this right-of-entry, or any interest therein, may not be transferred or assigned;
- d. And, subject to any contract documents, special conditions, drawings, and directives from WMWD

8. CONDITION OF PREMISES

The Contractor acknowledges that is has inspected the premises, knows its conditions, and understands that the right-of-entry is granted without any representations or warranties whatsoever and without any obligation on the part of SAWPA.

9. COST OF UTILITIES

The Contractor shall pay the cost, as determined by the General Manager, of any utilities required for completion of the work. SAWPA shall be under no obligation to furnish utilities or services.

10. PROTECTION OF PROPERTY

The Contractor shall keep the SAWPA premises in good order and in a clean, safe condition by and at the expense of the Contractor. The Contractor shall be responsible for any damage that may be caused to SAWPA property or facilities by the activities of the Contractor under this right-of-entry, and shall exercise due diligence in the protection of all property located on SAWPA premises against fire and damage from any and all other causes. Any SAWPA property damaged or destroyed by the Contractor incident to the exercise of the privileges granted herein shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the General Manager, or at the election of the General Manager, reimbursement made therefore by the Contractor in an amount necessary to restore or replace the property to a condition satisfactory to the General Manager.

11. INDEMNITY AND INSURANCE

Contractor agrees to indemnify, defend, and hold harmless SAWPA, it's directors, officers, and employees for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Contractor's officers, agents, or employees or others who may be on the premises at their invitation of the invitation of any of them except for damages due to the active negligence of SAWPA or its contractors. The Contractor shall provide an insurance certificate naming SAWPA as an additional insured. The General Liability coverage shall be a minimum of \$1,000,000.

12. RESTORATION

On or before the expiration of this right-of-entry or its termination by the Contractor, the Contractor shall vacate the premises, remove any property of the Contractor, and restore the premises to a condition satisfactory to the General Manager. If, however, this right-of-entry is terminated, the Contractor shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the General Manager may designate. In either event, if the Contractor shall fail or neglect to remove said property and restore the premises, then, at the option of the General Manager, the property shall either become property of SAWPA without compensation therefore, or the General Manager may cause the property to be removed and no claim for damages against SAWPA shall be created by or made on account of such removal and restoration work. The Contractor shall also pay

SAWPA on demand any sum which may be expended by SAWPA after the expiration, revocation, or termination of this right-of-entry in restoring the premises.

13. TERMINATION

This right-of-entry may be terminated or revoked by the General Manager at any point by giving the Contractor at least 10 days' notice in writing. It terminates immediately if WMWD terminates Contractor's performance.

14. DEPOSIT

This right-of-entry requires the deposit of \$ 10,000 made by check or any other instrument acceptable to the General Manager toward any damages which may be caused by the Contractor during the course of the work herein authorized. Any unused amount of the deposit shall be returned to the Contractor once the work has been completed.

15. DISCLAIMER

This right-of-entry is effective only insofar as the rights of SAWPA in the premises are concerned; and the Contractor shall obtain any permit or license which may be required by Federal, State, or local statute in connection with the use of the premises.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the SAWPA Commission this 18th day of April, 2017

BY: _____
PRINT: _____
Santa Ana Watershed Project Authority
General Manager

This **right-of-entry** is also executed by the Contractor this _____ day of _____, 2017.

BY: _____
[Contractor]

COMMISSION MEMORANDUM NO. 2017.55

DATE: April 18, 2017

TO: SAWPA Commission

SUBJECT: Inland Empire Brine Line Purchase Price for Treatment and Disposal Capacity

PREPARED BY: Rich Haller, Executive Manager of Engineering & Operations

RECOMMENDATION

It is recommended that the Commission adopt Resolution No. 2017-07, establishing the purchase price for Inland Empire Brine Line Treatment and Disposal Capacity.

DISCUSSION

The current purchase price for treatment and disposal capacity is established by Resolution No. 2011-11, which was approved in July 2011. The Commission established in the Resolution that the price would be based on OCSD's sale price plus SAWPA's administrative costs. New information provided by OCSD indicates the OCSD sales price has changed. Resolution No. 2017-07 reflects the revised OCSD sales price.

Having a published sales price is important for entities contemplating a connection to the Brine Line.

CRITICAL SUCCESS FACTORS

6. Conduct proactive capital and O&M planning to improve efficiency and maintain needed capacity in the long and medium terms.

RESOURCE IMPACTS

None.

Attachment: Resolution No. 2017-07

RESOLUTION NO. 2017-07

**A RESOLUTION OF THE COMMISSION OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
ESTABLISHING THE PURCHASE PRICE FOR
TREATMENT AND DISPOSAL RIGHTS IN THE
INLAND EMPIRE BRINE LINE**

WHEREAS, the Santa Ana Watershed Project Authority (hereinafter “SAWPA”) has constructed the Inland Empire Brine Line (Brine Line) formerly known as the Santa Ana Regional Interceptor System, intended for the treatment and disposal of non-reclaimable wastewater;

WHEREAS, for the long-term operation and maintenance of the Brine Line, it is necessary to collect charges from SAWPA’s Member Agencies for the treatment and disposal of non-reclaimable wastewater, including charges for the discharge of suspended solids (“TSS”) and biochemical oxygen demand (“BOD”);

WHEREAS, one of SAWPA’s goals is to fund the long-term maintenance, operations and replacement of the Brine Line to ensure the long-term reliability of the Brine Line; and

WHEREAS, it is the desire of SAWPA to maximize the removal of salts from the Upper Santa Ana River Watershed and to adjust the rate to accommodate a “fee for service” business model;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Santa Ana Watershed Project Authority (“SAWPA”) hereby establishes the following rates and charges, effective immediately, for the purchase of treatment and disposal rights for non-reclaimable wastewater;

1. The purchase price shall be OCSD’s sales price charged to SAWPA for such treatment and disposal rights including OCSD’s contract cost and SAWPA’s administrative costs. The purchase price may change from time-to-time as determined by OCSD. By way of example, the purchase price as of the date of this Resolution is as follows:
 - a. \$9,535,111 per MGD, for wastewater strength not exceeding 258 mg/l of BOD and 275 mg/l of TSS on an average basis.
 - b. If the wastewater is or will be at a higher strength as determined by SAWPA, added BOD and TSS capacity also shall be purchased at the rate of \$1,577.98 per pound of BOD for discharges over the strength level of 258 mg/l, and \$1,145.15 per pound of TSS for discharges over the strength level of 275 mg/l and shall be purchased as part of the initial purchase price.
2. The prices set forth in Section 1 above are subject to the following terms and conditions:
 - a. The price shall automatically increase as prices and rates are increased by OCSD, and the price charged by SAWPA to its member agencies for the purchase of such OCSD treatment and disposal rights shall be no less than the prices charged to SAWPA by OCSD notwithstanding the prices set forth in this Resolution;

- b. OCSD treatment and disposal rights shall be sold on a “first-come-first-serve” basis consistent with SAWPA’s Transfer Policy as set forth in Resolution No. 308 and any successors thereto;
 - c. Each purchase contract for OCSD treatment and disposal rights shall include a provision that a purchaser only may sell unused treatment and disposal rights to SAWPA at a price no-to-exceed the then current price for such rights or the price originally paid for such treatment and disposal rights by the purchaser, whichever is lower. However, SAWPA shall not be obligated to purchase such unused treatment and disposal rights. Further, there shall be no refund or repurchase by SAWPA for unused or unnecessary high-strength wastewater capacity previously purchased by a Member Agency.
3. Supersession: All previous Resolutions adopted by the Commission establishing prices for purchasing treatment and disposal rights in the Brine Line are hereby superseded.
 4. Effective Date: This Resolution shall be effective on April 18, 2017, and remain in effect until superseded.

APPROVED AND ADOPTED this 18th day of April, 2017.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: _____
Susan Lien Longville, Chair

Attest:

Kelly Berry, CMC
Clerk of the Board

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COMMISSION MEMORANDUM NO. 2017.56

DATE: April 18, 2017

TO: SAWPA Commission

SUBJECT: Approval of a Contract with Scheevel Engineering for the Design of the Santa Ana Sucker Protection and Beneficial Use Enhancement Project

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION

That the Commission approve issuance of an Agreement for Services and Task Order No. SCH381-01 with Scheevel Engineering for an amount not to exceed \$96,725 for the Design of the Santa Ana Sucker Protection and Beneficial Use Enhancement Project (Project) subject to cost share approval by the SBVMWD Board.

DISCUSSION

On behalf of the Santa Ana Sucker Conservation Team, SAWPA is tasked with implementing the Project which would create beneficial habitat for the Santa Ana sucker, a threatened species listed under the Endangered Species Act. The SAWPA Commission approved releasing a Request for Proposal (RFP) for design of the Project at their regularly scheduled Commission meeting on February 21, 2017. The recommended consultant, Scheevel Engineering, was one of six consultants who responded to the RFP.

Scheevel Engineering is recommended by staff and an interview panel because the consultant has extensive experience working in the Santa Ana River mainstem including studying flow and sedimentation issues. They were also recommended highly by their references including Santa Ana Sucker Conservation Team member agency Orange County Water District, due to reasonable costs, and proposing to construct a physical model in the River to gather further data benefiting the Project design, and have previously designed two small scale habitat structures in the Santa Ana River mainstem. SAWPA used an interview panel comprised of representatives from the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, San Bernardino Valley Municipal Water District and Orange County Water District. All entities were supportive of the recommendation of Scheevel Engineering.

The other five consultants who responded to the RFP include Dudek, ICF International, Huitt-Zollars, Stetson Engineers Inc., and Stillwater Sciences. The cost comparison of each of the RFP responders is included as an attachment. Since selection is based on qualifications based approach, award for low cost bid is not applicable for design services.

The contract with Scheevel Engineering will allow SAWPA to draft project concepts and alternatives, collect field data, design the project, create plans, specifications and drawings, and estimate construction costs. The constructed project will likely include moving rock and/or woody debris into the low flow channel of the Santa Ana River to create habitat complexity and localized substrate scouring to expose rock that the Santa Ana Sucker uses for spawning and foraging.

BACKGROUND

At the February 21, 2017 Commission Meeting, Heather Dyer, Water Resources Project Manager for San Bernardino Valley Municipal Water District, stated that she would propose sharing the cost for design of

the Project. San Bernardino Valley Municipal Water District intends to implement similar habitat enhancement activities as part of the Sterling Natural Resource Project and the Upper Santa Ana River Habitat Conservation Plan. The scope of work included in the Scheevel Engineering contract is broad enough to develop habitat structures so that the design could be used by both SAWPA and San Bernardino Valley Municipal Water District (or other entities, if desired) thus reducing planning costs for both agencies and maximizing the habitat value within the agencies' respective project budgets. With permit review likely occurring from summer 2017 to winter 2017-18, construction would be able to be planned and implemented in fall 2018 after the bird nesting season and before the flood season. Orange County Water District, as a member of the Santa Ana Sucker Conservation Team, has agreed to provide in-kind staff support to develop the environmental permit applications that are required for implementing a project in the river-bed, using the information provided by Scheevel Engineering through the design phase of the Project.

Ms. Dyer is proposing cost sharing the Scheevel Engineering contract to the San Bernardino Valley Municipal Water District during their board workshop on April 11, 2017 and a full board meeting on April 18, 2017. If approved, the San Bernardino Valley Municipal Water District contribution would be 70% of the contract costs, \$67,708, and the SAWPA contribution would be 30% of the contract costs, \$29,018.

Funding for 30% SAWPA portion for the contract would come from U.S. Fish and Wildlife Service grant agreement and the Supplemental Environmental Project agreement from the Santa Ana Regional Water Quality Control Board that were approved by the SAWPA Commission.

The general services agreement included in the Scheevel Engineering contract has no changes from the SAWPA standard version. Changes from the scope of work shared with the SAWPA Commission on February 21, 2017 includes an addition of utilizing a physical model to Task 3A Data Collection proposed by Scheevel Engineering that will enhance construction plan documents. A detailed schedule and budget were also added that provide details by each of the scope's tasks. The start date of the contract was moved from April 4, 2017 to April 18, 2017 in order to align with San Bernardino Valley Water District's April 18, 2017 board meeting.

The Santa Ana Sucker Conservation Team is composed of the City of Riverside, Orange County Water District and SAWPA. SAWPA has worked with the Team's member agencies to conduct an annual habitat survey of the Santa Ana River mainstem since 2006, implement off-highway vehicle trespassing patrol program with the City of Colton, and conduct various studies that link habitat variability and Santa Ana sucker presence.

CRITICAL SUCCESS FACTORS

- Goals, scope, costs, resources, timelines, and the contract term are approved by the Commission before executing an agreement to participate in a roundtable group.
- Report and use results of roundtable's work, leverage information and involvement for the benefit of SAWPA, its members, and other stakeholders.

RESOURCE IMPACTS

Funding for the 30% SAWPA portion for the contract, which totals to \$29,018, would come from U.S. Fish and Wildlife Service grant agreement and the Supplemental Environmental Project agreement from the Santa Ana Regional Water Quality Control Board that were approved by the Commission. The

remaining 70% of the contract, which totals to \$67,708, would be provided by San Bernardino Valley Municipal Water District if approved by a board workshop on April 11, 2017 and a full board meeting on April 18, 2017. Staff and San Bernardino Valley Municipal Water District drafted a letter agreement to be signed by the District in order to facilitate the transfer of the the \$67,708 in funding to SAWPA, which the District's board is considering for approval on April 11 and 18, 2017. Funding to prepare the RFP was provided by the Santa Ana Sucker Conservation Team through the Santa Ana River Fish Conservation Fund shown in the SAWPA two year budget.

Attachments:

1. Contract with Scheevel Engineering
 - a. Standard General Services Agreement
 - b. Task Order
 - c. Scope of Work
 - d. Federal Conditions
2. RFP Response from Scheevel Engineering
3. Cost Comparison of RFP Responses
4. Letter Agreement with San Bernardino Valley Municipal Water District



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

This Agreement is made this **18th day of April, 2017** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and **Scheevel Engineering** ("Consultant") whose address is P.O. Box 28745 Anaheim, CA 92809.

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

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

ARTICLE II

SERVICES TO BE PERFORMED

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

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

ARTICLE III

COMPENSATION

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

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients and the information provided to SAWPA as part of the Request for Proposals that the Consultant responded to for the Design of the Santa Ana Sucker Protection and Beneficial Use Enhancement Project.

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

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

ARTICLE IV

CONSULTANT OBLIGATIONS

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

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

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

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

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

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

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

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

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

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

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

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

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

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

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

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

ARTICLE VI
ADDITIONAL SERVICES, CHANGES AND DELETIONS

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

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

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

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

ARTICLE VII
CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII
TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX
CONSULTANT STATUS

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

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

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

SANTA ANA WATERSHED PROJECT AUTHORITY

Celeste Cantú, General Manager

Date

SCHEEVEL ENGINEERING

Nate Scheevel, P.E., President

Date



**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. SCH381-01**

CONSULTANT: Scheevel Engineering **VENDOR NO.** _____
P.O. Box 28745
Anaheim, CA 92809

PROJECT: Design of the Santa Ana Sucker Protection and Beneficial Use
Enhancement Project

VALUE: \$96,725

REQUESTED BY: Ian Achimore April 18, 2017
Senior Watershed Manager

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding: 381ROCK-6116-01
Acct. Description: Consulting - General

COMMITTEE AUTHORIZATION REQUIRED: YES (X) NO ()

Funding for this work was authorized on 3-23-17; ref Committee Memo # _____

This Task Order is issued by the Santa Ana Watershed Project Authority (hereafter "SAWPA") to **Scheevel Engineering** (hereafter "Consultant") pursuant to the Agreement between SAWPA and Consultant entitled *Agreement for Services (expires 12-31-2020)*.

I. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials and equipment for the Design of the Santa Ana Sucker Protection and Beneficial Use Enhancement Project (Project), and complete the Scope of Work as shown in *Attachment A*.

II. 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 Tasks 1-5 (as shown in *Attachment A*) by **June 19, 2017**. After permit review by regulatory agencies, Consultant shall complete Task 6 within **fifty (50) calendar days** of receiving direction from SAWPA.

III. FEDERAL CONDITIONS

Consultant shall comply with the US Fish and Wildlife Conditions (Federal) specified in form OMB Number 4040-0009 that were incorporated into this Project's Request for Proposals, which are shown in *Attachment B*.

IV. SAWPA LIAISON

Ian Achimore shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, payment, provided by SAWPA shall be provided based on Article III of the Agreement for Services. In addition, the total amount invoiced by the Consultant to SAWPA shall not exceed the Task Order Value.

The Consultant shall invoice SAWPA in bi-monthly increments, with invoices due 15 calendar days after the end of the bi-monthly invoice period. Invoices shall detail the number of hours budgeted for each task and the number of hours spent during the invoice period, as well as the cumulative total hours spent for the Project. In addition, the bi-monthly invoices shall separately identify labor and other project related costs incurred during the invoice period, and a brief description of the activities. The invoice amount for each period shall reflect the total of labor and other project related costs. The first bi-monthly invoice period April 18 through May 31, 2017.

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

In witness whereof, the parties have executed this Task Order on the later of the two dates below.

SANTA ANA WATERSHED PROJECT AUTHORITY

Celeste Cantú, General Manager Date

SCHEEVEL ENGINEERING

Nate Scheevel, P.E., President Date

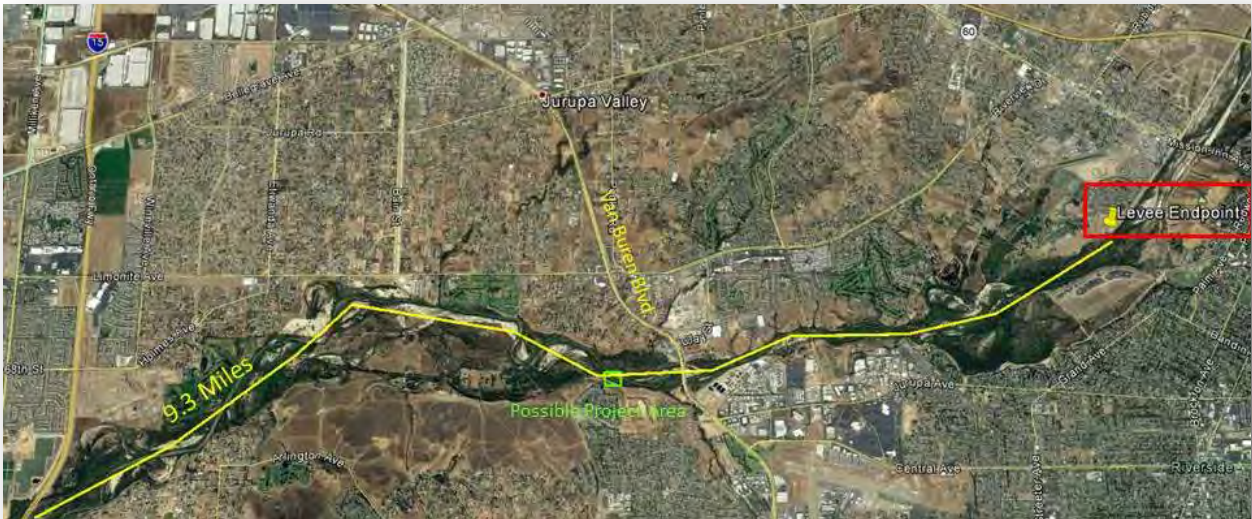
Attachment A – Scope of Work

Project Background

The Santa Ana Sucker Fish Conservation Team (SASFACT) is a task force composed of the City of Riverside, Orange County Water District and SAWPA. On behalf of the SASFACT, SAWPA is working with partner agencies throughout the watershed, in seeking to implement the Santa Ana Sucker Protection and Beneficial Use Enhancement Project (Project). The goal of the Project is to create habitat for the Santa Ana Sucker Fish (*Catostomus santaanae*) and support preservation of the beneficial uses of the Santa Ana River Mainstem. The habitat structures shall provide useful habitat, as described in the section below, to the Santa Ana Sucker and, if possible, the Arroyo Chub (*Gila orcuttii*). The structures shall enhance freshwater fish habitat below the ordinary high water mark, by means such as adding boulders, gravel, and/or woody materials, as well as benefit flood control by ensuring that the low flow is directed away from any flood control structures in the project area.

Brief Summary of Consultant's Scope of Work

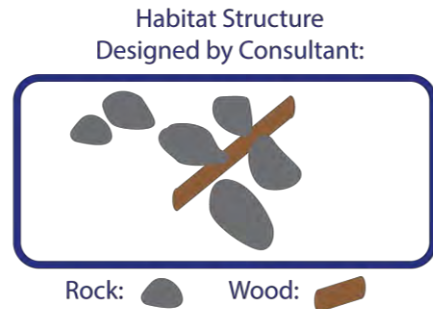
The consultant selected through this RFP process will draft at least three alternative habitat structure designs at the concept level and describe them in a conceptual project alternative memorandum. One of the alternatives will be selected as described in the task summary below, and the consultant will design the selected alternative at the 65% level before permit applications are submitted for the Project. After permit review by regulatory agencies, the consultant shall finalize the design at the 100% level. The selected alternative should be able to be replicated in the field multiple times, over long segments of the Santa Ana River spanning upstream from the Prado Basin near Highway 15 to the [downstream end](#) of the Riverside County Flood Control and Water Conservation District levees near the intersection of 46th Street and Crestmore Road in the City of Jurupa Valley (Project Extents).



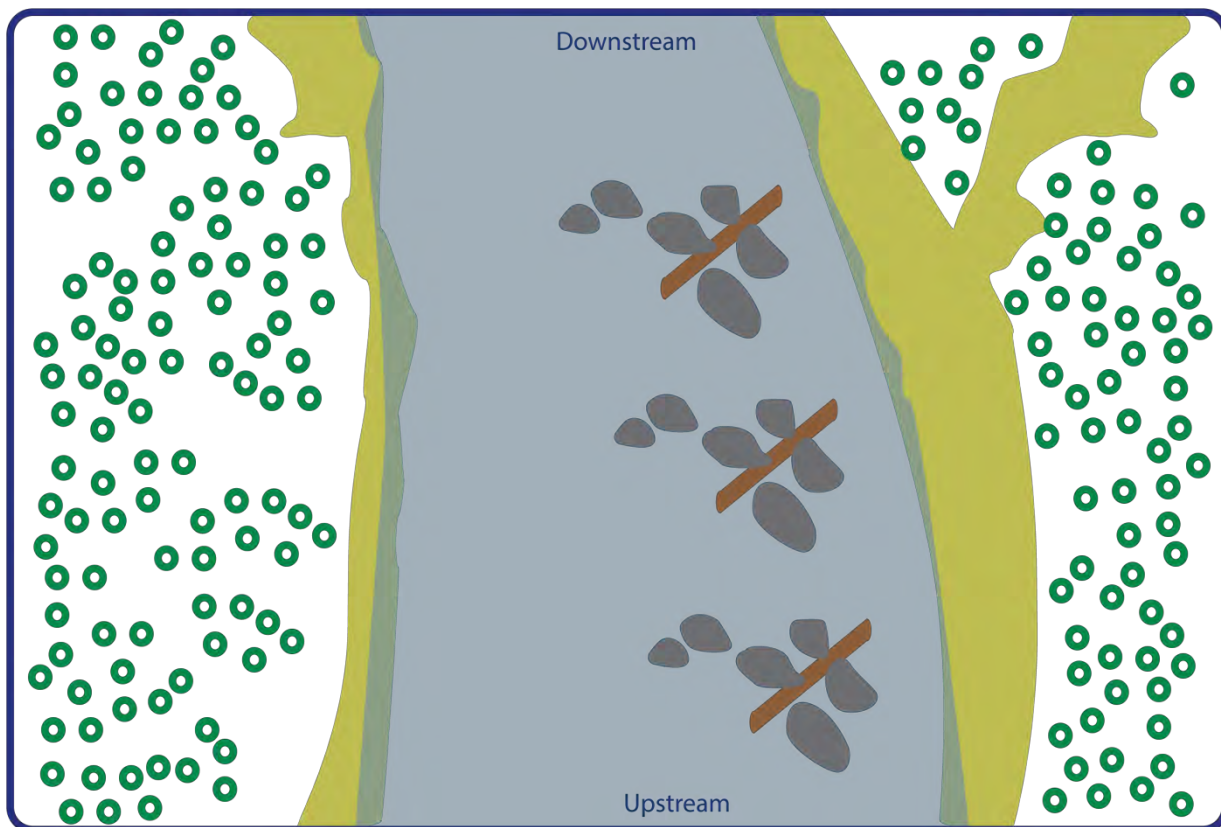
The graphic below shows an example of a conceptual habitat structure design in which, using wood and rock, the structure is constructed three times in the field. At least two additional alternatives would also be designed by the consultant.

The size of the individual habitat structures should be based on conditions such as but not limited to:

- The median low flow channel width in the Santa Ana River between the Van Buren Bridge area and the downstream end of the Riverside County levees,
- Construction limitations such as load bearing levels on the Santa Ana River Trail and Parkway, and
- The ability to create the unique habitat variability described in the Useful Habitat for the Santa Ana Sucker section below.



Habitat Structure
Implemented in Field:



The scope also includes the preparation of plans and specifications, and the estimation of construction cost. The consultant shall complete the 0%-65% design work (Tasks 1 - 5) by June 5 2017. The design shall reflect useful habitat for the Santa Ana sucker per the description and definitions below.

Useful Habitat for the Santa Ana Sucker:

The design shall reflect the habitat variability described below. See definitions for certain terms below for full description of habitat conditions.

- A *reach* where at least 45% is considered a *riffle*.
- A *reach* where approximately 15% or less is considered a *pool*.
- A sunlit *reach* where *canopy cover* allows between 0 to 20% shading of the reach.
- A reach where *flow* is able to create habitat variability, including *riffles*, and localized scour where the cobble to silt/sand ratio is at least 4:1 within the *reach*. Flow should possibly be at 2.0 to 3.3 feet per second.

Definitions:

Canopy Cover: Uppermost tree layer preventing light from hitting the water surface.

Pool: An area of the stream that has greater depths and slower currents than riffles and runs; deep areas (20.8--53.1 cm.) with slow flowing or non-turbulent water (0.0 to 0.6 ft. /sec.).

Substrate conditions: Size of substrate such as cobble, boulder, etc. shall be determined using the American Geophysical Union Sediment Classification System.

Riffle: Shallow areas (24.9--59.9 cm.) with swift or turbulent flows (1.6 to 3.6 ft. /sec).

Run: Areas where the water is flowing rapidly, generally located downstream from riffles; deeper than riffles.

Reach: For the purposes of this scope of work, a reach should be the total area that is uniquely impacted by the habitat structure designed by the consultant.

Possible Project Area:



The Project will be constructed by SAWPA within the Santa Ana River (SAR) Mainstem approximately 0.6 miles downstream of the Van Buren Blvd. Bridge crossing near the City of Jurupa Valley. SAWPA has coordinated with some of the landowners in a portion of the SAR Mainstem approximately 0.6 miles downstream of the Van Buren Bridge crossing. Access agreements are not be final at the time of the RFP release. Given that the access agreements are not final, the possible project location shall not be entered as it contains property not owned by SAWPA. Note: After site visits and data gathering tasks, Consultant shall provide recommendations and feedback on other possible locations, if necessary, in the Project Extents

SAWPA Responsibilities

SAWPA will:

- Brief the SAWPA Commission on the Project periodically.
- Work with Orange County Water District (OCWD), who will be responsible for drafting the permit and California Environmental Quality Act (CEQA) documents.
- File CEQA documents.
- Serve as the initial contact with permit agencies.
- File final permit applications.
- Pay permit filing fees.
- Lead the coordination with stakeholders, which include members of the SASFCT. It should be noted that SASFCT meetings are open to the public, and typically personnel from flood control, water agencies and non-profits attend.
- Lead the coordination with landowners and execute landowner access agreements.
- Lead meetings with the SASFCT and transcribe meeting minutes.
- Review and comment on consultant's work.
- Review and approve invoices submitted by consultant.

SAWPA can provide the consultant with:

- 2015 three inch resolution imagery of the project location (which can assist in mapping products produced by the consultant) provided through a grant managed by the Department of Water Resources.
- Riparian vegetation and species classification data for the project location provided by partner agency SBVMWD.

Detailed Scope of Work (Task List):

It should be noted that design will be at the 65% level before permit applications are finalized. After permit/CEQA approval, designs will be produced at the 100% level. Tasks might not be done in the following order; however, they should be completed in the order that produces the highest quality deliverables. All data produced as part of the following Tasks should be provided to SAWPA.

TASK 1: SITE VISIT

Visit the potential project location and surrounding locations in the Santa Ana River Mainstem near the Van Buren Bridge crossing in order to recommend a suitable or set of suitable project locations.

TASK 2: KICK OFF MEETING

Attend the kick off meeting with SAWPA, the SASFCT, and project partners including SBVMWD, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, and the Santa Ana Regional Water Quality Control Board.

TASK 3: DATA COLLECTION AND GEOTECHNICAL WORK

TASK 3A: DATA COLLECTION

Collect site specific data through such actions such as field measurements and database searches that may include but are not limited to:

- bank material information;
- substrate gradient over Project area likely near Van Buren Blvd., as well as the Santa Ana River Mainstem within the area(s) identified by SBVMWD and SAWPA known as the Project Extents;
- historical high, low and median flow velocity;
- vegetation size and health near the access point to the Project area;
- historical high, low, median, flow volume; etc.

Phase a temporary scaled version of the three concepts would be constructed in the field by hand using no motorized equipment. Each of the features and the surrounding riverbed would be monitored and field data collected. The field data would then feed back into the design, be used to refine model assumptions and/or design calculations and be used to prepare the 65% Design Tech Memo.

The primary materials used to construct the concepts would be wooden stakes, sandbags and rocks/cobbles/pebbles from existing sand bars. Upon completion of the proof of concept field test all non-native construction materials would be removed from the site.

Data should be tabulated in table format, preferably Excel.

Calculate the type, amount, weight and size of material needed to construct the habitat structures. The habitat structures shall provide useful habitat, as described in the Useful Habitat for Santa Ana Sucker section, to the Santa Ana sucker fish and, if possible, the Arroyo Chub. Material type may include but is not limited to boulder, cobble, woody material, etc. Calculations and references shall be included as part of the design packet.

TASK 3B: GEOTECHNICAL

If necessary, review existing geotechnical and geologic studies in the vicinity of the possible Project area near Van Buren Blvd. and perform exploratory borings to supplement existing information. The number of borings shall be based on a geotechnical engineer's interpretation of needs. Soil samples shall be

taken to determine the engineering properties of the native soils. Consultant shall evaluate the field and existing studies data and take the information into account when drafting the 65% design technical memorandum.

TASK 4: CONCEPTUAL PROJECT ALTERNATIVE MEMORANDUM

Produce a conceptual project alternative technical memorandum that describes a minimum of three project alternatives of different habitat structure types, with concept drawings showing location in the wetted channel, habitat structure size and placement. The memorandum should provide descriptions (at approximately one page in length), at the concept level that include the likely impacted area. Concepts may include but are not limited to structures that change elevation of surface water or constrict surface water flow, but should reflect the useful habitat definition provided in this RFP. Cost estimates should be developed for the designs that take into account access construction, equipment needs, material needs, material hauling, etc. Cost estimates should also be at the concept level.

The conceptual project technical memorandum shall include general descriptions that compare the alternatives. For example, the comparisons should note if the other concepts would likely displace more sediment locally in the Project area, require larger material to build the structures, withstand larger flows, etc. The conceptual project technical memorandum shall discuss the possible project location and if other locations within Project Extents would be more suitable. Other proposed locations by the Consultant shall be suitable for access of construction equipment. A workshop, approximately two hours, will be conducted by the Consultant with the project partners to discuss merits of the alternatives.

TASK 5: 65% DESIGN TECHNICAL MEMORANDUM FOR CHOSEN HABITAT STRUCTURE

Produce a technical memorandum, at the 65% level of design for construction of the preferred habitat structure. The preferred habitat structure will be selected from the list of at least three habitat structure designs described in the conceptual project technical memorandum. It will be selected by SAWPA working with partner agency SBVMWD. SAWPA and SBVMWD will base their selection on costs to implement, the cost of the habitat structure materials and their accessibility from local vendors, the impact of the habitat structure on the system, the ability of the structure to provide multiple benefits, etc. The preferred habitat structure will be selected after receiving the conceptual project alternative technical memorandum and conducting the workshop, but some direction may be given after the initial site visit, kick off meeting and data collection tasks on the likely preferred habitat structure(s).

The 65% design technical memorandum will be used as the basis for producing the final plans and specifications. It should also include a preliminary table of contents, and the 65% plans and specifications. The drawings shall be produced at the proposed scale of 1 inch = 200 feet on 11"x17" sheets showing placement location of habitat structure material with specific information for the habitat structure material. The 65% design technical memorandum shall also specify, at a minimum, the following: describing the habitat structure material type and size, channel width, access needed for construction equipment, vegetation clearing needed (using biological survey results from SBVMWD), the proposed staging area, etc.

The Technical Memorandum shall also include, at a minimum, the following:

- Calculations for the flow in cubic feet per second and the time interval where the habitat structures chosen would be moved by natural causes from their initial placement in the SAR Mainstem. The extent of the movement shall be calculated in feet. Calculations and applicable references shall be included.
- Calculations for the flow in cubic feet per second that will result in river sediment covering the habitat structures. Calculations and applicable references shall be included.
- Calculations for the total size of area to be impacted by fill/excavation due to implementation of the chosen habitat structures. Calculations and applicable references shall be included.
- A map showing the vegetation and vegetation type that will be impacted by creating access to the project site using vegetation classification mapping products provided by SBVMWD.
- Calculations (for planning purposes) for the temporary stream modifications, such as coffer dam(s) size and placement, needed for placement of the chosen habitat structures. Calculations and applicable references shall be included.
- Description and calculations for effects both temporary and permanent, including those on flood control capacity, from the modifications from the chosen habitat structures to the surrounding area within the SAR Mainstem using existing models. Effects should include but not be limited to surface hydrology, flood control, habitat, and substrate composition. Calculations and applicable references shall be included.
- Identification of utilities in critical areas.
- Identification of project constraints such as loading limits on trails, size of equipment needed, in order to implement project design.
- Description of the project phasing and construction sequence, as well as any constraints for implementing and coordinating the design and construction activities.
- Identification of traffic control issues and locations, additional permits and permit requirements, and temporary or permanent construction easements.
- A preliminary opinion of probable construction costs and quantities.
- A construction equipment list by type and amount, construction crew quantification, and the hours the equipment will be in idle mode and in full operation.

SAWPA will provide comments, while coordinating comments with the Santa Ana Sucker Conservation Team, SBVMWD, OCWD, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, and the Santa Ana Regional Water Quality Control Board, approximately 20 calendar days after receipt of a draft 65% draft technical memorandum. A final version should be completed by the date specified in the schedule.

TASK 6: FINAL DESIGN, CONSTRUCTION COSTS AND UPDATED CALCULATIONS

TASK 6A: FINAL DESIGN

After regulatory agencies review and approve the permit applications, the consultant will be directed to move forward with the production of the plans and specifications. These shall be signed and sealed by a

licensed civil engineer in the State of California at the 100% level for the selected habitat structure, covering vegetation clearing and revegetation if applicable, access to project site, staging areas, fencing, etc. The consultant shall ensure plans and specifications are properly coordinated and reflect utilities in the project area and shall include any traffic control requirements as part of the project specifications. Consultant shall ensure plans and specifications reflect property owners, utilities, right of ways, and easements.

The drawings included shall be plan sheet format accompanied by a title sheet, site plan and required detail sheets. Full size drawings (22"x34") shall be at a scale of 1" to 100' (a greater scale may be needed for Near Term Project, short and long term project details and key locations) and shall be suitable to be reduced to half-size (11"x17") at a scale of 1" to 200'.

Project specifications shall be based on the Standard Specifications for Public Works Construction (latest 17th edition) ("Greenbook"). The cover of the specifications must be signed and sealed by a professional engineer licensed to practice in the State of California. Specifications shall include environmental considerations, permit requirements, contract durations and sequence of construction.

The consultant shall ensure that all project construction and material procurement documents are prepared for an open and competitive bid. The consultant shall indicate if there are any project specific issues that cannot be addressed through competitive bidding and will provide documentation and a recommendation to SAWPA regarding these specific issues.

Provide one final signed and sealed hard copy set of the contract specifications and one full-size (22"x34") hard copy set and one half-size (11"x17") hard copy set of the contract drawings. A single CD or DVD shall also be provided with the electronic files in PDF format of the final signed and sealed contract specifications, signed and sealed full-size and half-size contract drawings, electronic files in AutoCAD format of the contract drawings and electronic files in Word format of the contract specifications.

TASK 6B: UPDATED CALCULATIONS (IF NEEDED) BASED ON PERMIT AGENCY FEEDBACK OR DESIGN CHANGES TECHNICAL MEMORANDUM

During the permit/CEQA process, if feedback is received from the regulatory agency that results in the need for updated calculations, the consultant shall prepare a technical memorandum to address those needs, in conjunction with final design documents, to include the following updated calculations based on the 65% design technical memorandum:

- Calculations for the flow in cubic feet per second and the time interval where the habitat structures chosen would be moved by natural causes from their initial placement in the SAR Mainstem. The extent of the movement shall be calculated in feet. Calculations and applicable references shall be included.

- Calculations for the flow in cubic feet per second that will result in river sediment covering the habitat structures. Calculations and applicable references shall be included.
- Calculations for the total size of area to be impacted by fill/excavation due to implementation of the chosen habitat structures. Calculations and applicable references shall be included.
- A map showing the vegetation and vegetation type that will be impacted by creating access to the project site using vegetation classification mapping products provided by SBVMWD.
- Calculations (for planning purposes) for the temporary stream modifications, such as coffer dam(s) size and placement, needed for placement of the chosen habitat structures. Calculations and applicable references shall be included.
- Description and calculations for the effects both temporary and permanent, including those on flood control capacity, from the modifications from the chosen habitat structures to the surrounding area within the SAR Mainstem using existing models. Effects should include but not be limited to surface hydrology, flood control, habitat, and substrate composition. Calculations and applicable references shall be included.
- Description of the project phasing and construction sequence, as well as any constraints for implementing and coordinating the design and construction activities.
- Final estimates of probable construction costs, including the equipment needed, and quantities that are suitable with regard to project constraints.
- A construction equipment list by type and amount, construction crew quantification, and the hours the equipment will be in idle mode and in full operation.

Note: The plans and specifications must be suitable for public works construction and include where applicable, updated material from Task 6B. A draft copy of the plans and specifications shall be submitted to SAWPA for review and approval prior to the production of a final version. SAWPA will provide comments no later than ten working days after receipt of the draft plans and specifications.

TASK 7: DESIGN SUPPORT DURING CONSTRUCTION

During construction of the Project in fall 2018, the consultant shall provide support to SAWPA by reviewing submittals, requests for information and design change requests. For any design changes prepared by the consultant, the deviations must be signed and sealed by a licensed civil engineer in the State of California and be appropriate for public works construction. After the completion of the construction, the consultant shall provide record drawings incorporating any changes from the construction contractor.

Summary of Consultant's Deliverables

1. Tabulated data from field collections and database searches (including geotechnical data)
2. Conceptual Project Alternative Technical Memorandum.
3. 65% Design Technical Memorandum.

4. Final Plans and specifications signed and sealed by a licensed civil engineer in the State of California, as well as updated construction costs, for the Chosen Habitat Structure. Note: SAWPA will provide final contract document reproduction, bid advertisement, and contract document distribution.
5. Updated Calculations Technical Memorandum (including updated cost estimate to implement the Final Plans)
6. Revise design documents, if needed during construction, with plans and specifications signed and sealed by a licensed civil engineer in the State of California
7. Record drawings if deemed necessary by SAWPA
8. Bi-monthly invoices

Schedule for Consultant's Portion of the Project [Note: Large print schedule on following pages]

The Consultant will adhere to the following schedule:

Task No.	Task Name	Start Week	End Week
Task 1	SITE VISIT	Tuesday, April 18, 2017	Friday, April 21, 2017
Task 2	KICK OFF MEETING	Monday, April 24, 2017	Tuesday, April 25, 2017
Task 3	DATA COLLECTION AND GEOTECHNICAL WORK	Tuesday, April 18, 2017	Thursday, May 18, 2017
Task 3A	DATA COLLECTION	Tuesday, April 18, 2017	Thursday, May 18, 2017
Task 3B	GEOTECHNICAL	Tuesday, April 18, 2017	Thursday, May 18, 2017
Task 4	CONCEPTUAL PROJECT ALTERNATIVE MEMORANDUM	Saturday, April 22, 2017	Monday, May 8, 2017
Task 5	65% DESIGN TECHNICAL MEMORANDUM FOR CHOSEN HABITAT STRUCTURE	Wednesday, April 26, 2017	Monday, June 19, 2017
Task 6	FINAL DESIGN, CONSTRUCTION COSTS AND UPDATED CALCULATIONS	Within fifty (50) calendar days of receiving direction from SAWPA. Direction from SAWPA will be given after SAWPA receives permit review feedback from regulatory agencies. A draft final design and updated calculations should be completed within the first 25 calendar days of the 50 day period.	
Task 7	DESIGN SUPPORT DURING CONSTRUCTION		N/A

Budget for Consultant's Portion of the Project [Note: Large print budget on following pages]

The Consultant will adhere to the following budget:

Task No.	Task Name	Labor Costs	Associated Hours	Other Non-Labor Costs	Notes
Task 1	SITE VISIT	\$ 1,000	8	\$ -	Assumes 1 full day to visit multiple sites
Task 2	KICK OFF MEETING	\$ 500	4	\$ -	Includes prep time & meeting time
Task 3	DATA COLLECTION AND GEOTECHNICAL WORK	\$ 11,125	132	\$ 11,100	
Task 3A	DATA COLLECTION	\$ 5,750	48	\$ 1,300	Includes field data collection supplies
Task 3B	GEOTECHNICAL	\$ 5,375	86	\$ 9,800	Includes lab costs. Geotech sub TBD
Task 4	CONCEPTUAL PROJECT ALTERNATIVE MEMORANDUM	\$ 5,250	42	\$ -	
Task 5	65% DESIGN TECHNICAL MEMORANDUM FOR CHOSEN HABITAT STRUCTURE	\$ 17,000	136	\$ 650	Includes drawing production costs
Task 6	FINAL DESIGN, CONSTRUCTION COSTS AND UPDATED CALCULATIONS	\$ 41,250	330	\$ 1,000	Includes drawing production costs
Task 6A	FINAL DESIGN	\$ 29,750	238	\$ 650	Includes drawing production costs
Task 6B	UPDATED CALCULATIONS (IF NEEDED) BASED ON PERMIT AGENCY FEEDBACK	\$ 11,500	92	\$ 350	Includes drawing production costs
Task 7	DESIGN SUPPORT DURING CONSTRUCTION	\$ 7,500	60	\$ 350	Includes drawing production costs
SubTotals		\$ 83,625	712	\$ 13,100	
Total		\$ 96,725			

Schedule for Consultant's Portion of the Project

The Consultant will adhere to the following schedule:

Task No.	Task Name	Start Week	End Week
Task 1	SITE VISIT	Tuesday, April 18, 2017	Friday, April 21, 2017
Task 2	KICK OFF MEETING	Monday, April 24, 2017	Tuesday, April 25, 2017
Task 3	DATA COLLECTION AND GEOTECHNICAL WORK	Tuesday, April 18, 2017	Thursday, May 18, 2017
Task 3A	DATA COLLECTION	Tuesday, April 18, 2017	Thursday, May 18, 2017
Task 3B	GEOTECHNICAL	Tuesday, April 18, 2017	Thursday, May 18, 2017
Task 4	CONCEPTUAL PROJECT ALTERNATIVE MEMORANDUM	Saturday, April 22, 2017	Monday, May 8, 2017
Task 5	65% DESIGN TECHNICAL MEMORANDUM FOR CHOSEN HABITAT STRUCTURE	Wednesday, April 26, 2017	Monday, June 19, 2017
Task 6	FINAL DESIGN, CONSTRUCTION COSTS AND UPDATED CALCULATIONS	Within fifty (50) calendar days of receiving direction from SAWPA. Direction from SAWPA will be given after SAWPA receives permit review feedback from regulatory agencies. A draft final design and updated calculations should be completed within the first 25 calendar days of the 50 day period.	
Task 7	DESIGN SUPPORT DURING CONSTRUCTION	N/A	

Budget for Consultant's Portion of the Project

The Consultant will adhere to the following budget:

Task No.	Task Name	Labor Costs	Associated Hours	Other Non-Labor Costs	Notes
Task 1	SITE VISIT	\$ 1,000	8	\$ -	Assumes 1 full day to visit multiple sites
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SubTotals		\$ 83,625	712	\$ 13,100	
Total		\$ 96,725			

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Senior Watershed Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
Santa Ana Watershed Project Authority	07/07/2015

SF-424D (Rev. 7-97) Back



PROPOSAL
FOR
**Design of the Santa Ana Sucker Protection and Beneficial
Use Enhancement Project**



SCHEEVEL ENGINEERING

P.O. Box 28745
Anaheim, CA 92809

(714) 470-9045

3/15/2017

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ATTACHMENT A

March 15, 2017

Mr. Ian Achimore
Senior Watershed Manager

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503



Dear Mr. Achimore:

Scheevel Engineering is pleased to present this proposal to you for professional engineering consulting services for the Santa Ana Watershed Project Authority's (SAWPA) Santa Ana Sucker Protection and Beneficial Use Enhancement Project. Scheevel Engineering provides a wide variety of consulting and field services unique to habitat restoration projects. These services include pilot field testing, analysis, preliminary design, final design and construction support services for habitat and ecosystem preservation and restoration projects.

Scheevel Engineering provides a unique perspective to habitat enhancement analysis, design, construction and maintenance. Nate Scheevel, of Scheevel Engineering has more than 15 years of experience analyzing, designing, operating and maintaining fish and wildlife habitat in the Santa Ana River Watershed, 10 years of which were dedicated to the Orange County Water District (OCWD) in the operations and engineering departments. Mr. Scheevel's experience working for public agencies specializing in habitat enhancement will translate directly into project efficiencies for SAWPA. Mr. Scheevel's past experience and continued involvement with a wide variety of unique habitat enhancement projects will provide SAWPA with the most current analysis and design technologies resulting in sound design concepts. Mr. Scheevel's firsthand, and hands-on, experience implementing habitat enhancement projects with public agencies will result in successful project implementation.

Scheevel Engineering is a small consulting firm which takes great pride in providing high quality analysis, design and construction support services with unparalleled personal attention to detail in achieving project objectives while exceeding owner's expectations. Scheevel Engineering is prepared to start work on the project immediately and can meet all SAWPA's requirements and objectives outlined in the RFP.

Thank you for the opportunity to provide professional consulting services to SAWPA.

Sincerely,
Scheevel Engineering

A handwritten signature in blue ink, appearing to read "Nate Scheevel", is written over a faint, light blue circular stamp.

Nate Scheevel, P.E.
President/Principal

1) Firm Summary

Scheevel Engineering was originally formed as a single member LLC in Anaheim, CA in 2012. In 2016 Scheevel Engineering converted into a corporation with its principal office located in Yorba Linda, CA. Scheevel Engineering specializes in water resource projects throughout Southern California, primarily serving public sector agencies and organizations.

Nate Scheevel, the firm's President, 100% stock holder and Principal Engineer, started Scheevel Engineering while working as a Senior Engineer for OCWD. For 2 years, Mr. Scheevel operated Scheevel Engineering and worked at OCWD full-time. During the firm's 3rd year of operation, Scheevel Engineering had developed its business to a level requiring Mr. Scheevel to devote his full time and attention to its expanding client base.

Scheevel Engineering has considerable experience and knowledge of hydraulics, sediment transport, habitat preservation and restoration, storm water conveyance, groundwater recharge project implementation and operations and maintenance. Nate Scheevel has extensive experience in public works project analysis, management, design and construction. Mr. Scheevel is unique in that he has over 20 years of first-hand experience as a contractor, a public agency operations and engineering employee and as a private consultant to public agencies.

Scheevel Engineering performs large projects by hiring sub-consultants (large and small) for specific tasks. An additional aspect of Scheevel Engineering's business model is performing sub-consulting services for larger firms.

Mr. Scheevel is responsible for all aspects of the business operations and administration, and will be the point-of-contact for all matters related to Scheevel Engineering's interaction with SAWPA. The firm's legal and contact information is as follows:

Scheevel Engineering
P.O. Box 28745
Anaheim, CA 92809

Primary Contact: Nate Scheevel, P.E.
Title: President/Principal Engineer
Phone: (714) 470-9045
Email: nathanscheevel@yahoo.com

2) Staff & Resumes

Scheevel Engineering's sole employee is Nate Scheevel. Mr. Scheevel takes great pride in that once a client hires Scheevel Engineering, the client gets the full attention of Mr. Scheevel in all correspondence, meetings, analysis, design and deliverables development.

Below is a summary of Mr. Scheevel's resume, with the complete resume and project experience list attached at the end of this proposal.

NATE SCHEEVEL

Professional Civil Engineer:

CA# C80056, CO# 46839, MN# 50556

NCEES Model Law Engineer: Record Number 50504

EDUCATION:

2006 to 2008 *University of California at Berkeley*, Berkeley, CA

Bachelor of Science Degree - Civil & Environmental Engineering

1994 to 1996 *Dakota County Technical College*, Rosemount, MN

Diploma - Heavy Construction Equipment Mechanics

EXPERIENCE:

July 2012 to Present

Scheevel Engineering, Anaheim, CA

President

January 2009 to April 2014

Orange County Water District, Fountain Valley, CA

Senior Engineer/Engineer

May 2008 to August 2008
Shimmick Construction Company Inc.,
Oakland, CA
Project Engineer (Internship)

April 2004 to June 2006
Orange County Water District, Anaheim, CA
**Basin Cleaning Vehicle (BCV) Operations
Supervisor/Operator**

April 2002 to April 2004
Orange County Water District, Anaheim, CA
Heavy Construction Equipment Operator

June 1996 to March 2002
Scheevel & Sons, Inc., Preston, MN
Owner/Operator/Mechanic

October 1995 to May 1996
Trenchers Plus, Inc., Minneapolis, MN
Mechanic

March 1992 to September 1995
Scheevel & Sons, Inc., Preston, MN
Owner/Operator/Mechanic

3) Similar Projects

A) *Prado Basin Ecosystem Restoration
Feasibility Study*



Client: Orange County Water District

Study Purpose: One study aspect is to perform analysis and develop design concepts to restore Santa Ana Sucker habitat in the Santa Ana River.

Design Plans & Specs: Scheevel has developed and prepared conceptual design layouts and 3D renderings.

B) *Santa Ana River Sediment Monitoring Program*



Client: Orange County Water District

Project Purpose: Collect field data in the Santa Ana River during base flow and storm flow and apply the data to existing sediment transport models aimed at analyzing Santa Ana Sucker habitat in the Santa Ana River. Data collection includes streamflow measurements, suspended sediment concentration, bed load, bed material and cross section surveys. Data and analysis from this project will apply directly to SAWPA's project including data at the Van Buren Crossing as well as other locations on the Santa Anna River.

Design Plans & Specs: No plans and specs, this project is primarily field work and modeling.

C) OCWD Recharge Basin Habitat Projects

5 Coves Freshwater Marsh



Conrock Riparian Stream



Client: Orange County Water District

Project Purpose: Provide mitigation for OCWD recharge basin improvement projects.

Design Plans & Specs: Scheevel designed and developed plan and profile view drawings. Scheevel personally directed and managed construction by OCWD personnel.

4) References

- 1) Greg Woodside – OCWD
Phone: (714) 378 – 3275
Email: gwoodside@ocwd.com
Projects – Prado Basin Feasibility Study, Santa Ana River Sediment Monitoring Program
- 2) Dan Bott – OCWD
Phone: (714) 378 – 3256
Email: dbott@ocwd.com
Projects – Santa Ana River Gabion Project Conceptual Design, 5 Coves Freshwater Marsh, Conrock Riparian Stream
- 3) Dick Zembal – OCWD
Phone: (714) 378 – 3213
Email: rzembal@ocwd.com
Projects – Santa Ana River Gabion Project Conceptual Design, 5 Coves Freshwater Marsh, Conrock Riparian Stream
- 4) Chris Jones – USACE
Phone: (213) 304 – 6234
Email: christopher.t.jones@usace.army.mil
Projects – Prado Basin Feasibility Study

5) Hours & Cost



Hours and Cost Proposals By Task

Tasks	Labor Costs	Associated Hours	Level of Effort (i.e. Seniority & Titles of Team Members)	Other Non-Labor Costs	Notes
Task 1	\$ 1,000.00	8	Scheevel - Principal	\$ -	Assumes 1 full day to visit multiple sites
Task 2	\$ 500.00	4	Scheevel - Principal	\$ -	Includes prep time & meeting time
Task 3	\$ 16,500.00		Scheevel - Principal	\$ 11,100.00	
Task 3A	\$ 5,750.00	46	Scheevel - Principal	\$ 1,300.00	Includes field data collection supplies
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Task 6B	\$ 11,500.00	92	Scheevel - Principal	\$ 350.00	Includes drawing production costs
Task 7	\$ 7,500.00	60	Scheevel - Principal	\$ 350.00	Includes drawing production costs

6) Schedule



Schedule Completion Proposal

Tasks	Start Week	End Week
Task 1*	Tuesday, April 04, 2017	Friday, April 07, 2017
Task 2	Monday, April 10, 2017	Tuesday, April 11, 2017
Task 3	Tuesday, April 04, 2017	Thursday, May 04, 2017
Task 3A	Tuesday, April 04, 2017	Thursday, May 04, 2017
Task 3B	Tuesday, April 04, 2017	Thursday, May 04, 2017
Task 4	Saturday, April 8, 2017	Monday, April 24, 2017
Task 5*	Wednesday, April 12, 2017	Monday, June 05, 2017

7) Billable Rates

Scheevel Engineering provides all services at an hourly rate of \$125.00. Travel time is free of charge.

8) Exceptions

Contractual Exceptions

Consultant: Scheevel Engineering

Address: P.O. Box 28745
Anaheim, CA 92809

Telephone: (714) 470-9045

Email: nathanscheevel@yahoo.com

Subject: Request for Proposal for Santa Ana Sucker Protection and Beneficial Use Enhancement Project

Exceptions

Scheevel Engineering takes no exceptions to the proposed terms of the RFP or Sample General Services Agreement and can meet SAWPA's insurance requirements.

ACCEPTED:



Signature

Nate Scheevel, P.E.
Name

President
Title

March 15, 2017
Date

Technical Exceptions

Scheevel Engineering proposes the following technical exception to enhance the scope of work add value to the project.

- 1) Replace 3/4 of the 3A and 3B scope and fees with an extremely low impact scaled proof of concept field test of three selected habitat features. There would be no increase to the above cost proposal.

Following the Conceptual Project Alternative Memorandum phase a temporary scaled version of the three features would be constructed in the field by hand using no motorized equipment. Each of the features and the surrounding riverbed would be monitored and field data collected. The field data would then feed back into the design, be used to refine model assumptions and/or design calculations and be used to prepare the 65% Design Tech Memo.

The primary materials used to construct the features would be wooden stakes, sandbags and rocks/cobbles/pebbles from existing sand bars. Upon completion of the proof of concept field test all non-native construction materials would be removed from the site.

Appendices

NATE SCHEEVEL

P.O. Box 28745, Anaheim, CA 92809
(714) 470-9045, nathanscheevel@yahoo.com

Professional Civil Engineer: CA# C80056, CO# 46839, MN# 50556
NCEES Model Law Engineer: Record Number 50504

EDUCATION:

2006 to 2008 *University of California at Berkeley, Berkeley, CA*
Bachelor of Science Degree - Civil & Environmental Engineering

1994 to 1996 *Dakota County Technical College, Rosemount, MN*
Diploma - Heavy Construction Equipment Mechanics

EXPERIENCE:

July 2012 to *Scheevel Engineering, Anaheim, CA*

Present

President

Provide professional civil engineering consulting services for private and public sector clients in California and Minnesota. Provide design services for water resource projects and commercial projects. Provide structural inspection and analysis. Provide design review, quality assurance, quality control for various groundwater recharge, recycled water, imported water and storm water capture and water resources projects. Provide project development, feasibility level analysis, preliminary design services, final design services, project management and construction management services for recycled water, imported water and storm water resource projects. Provide specialty field testing/investigation, feasibility analysis, preliminary design and final design services for water resource projects.

January 2009 to
April 2014

Orange County Water District, Fountain Valley, CA

Senior Engineer/Engineer

Project manager for multiple water resource and groundwater recharge enhancement projects, including capital improvement and rehabilitation/replacement projects. Managed all phases of projects including pre-design, design, bid, construction and operation/maintenance support. Simultaneously managed multiple consultants and contractors. Drafted requests for proposals, public works contract provisions and technical specifications. Drafted board agenda item submittals and presentations. Reviewed design submittals and technical specifications. Developed and assured adherence to project budgets and schedules. Coordinated with local, state and federal agencies for permits and regulatory compliance. Performed project outreach to area stakeholders. Managed construction projects including submittal review, RFI responses, change order negotiations and field inspections. Collaborated with engineers, scientists, planners and managers to enhance groundwater recharge operations. Performed design calculations and data analysis for pipelines, pump

stations, structures and water conveyance and groundwater recharge facilities.

May 2008 to
August 2008

Shimmick Construction Company Inc., Oakland, CA

Project Engineer (Internship)

Assisted with the construction of the West Dublin-Pleasanton BART Station Project. Duties and responsibilities included: verified field measurements; updated as-builts; responded to requests for information; prepared and reviewed submittals; scheduled and coordinated work with subcontractors; ordered and supervised concrete pours, pile driving and excavations; supervised night construction on Interstate 580; developed contingency plans; and performed small design projects.

April 2004 to
June 2006

Orange County Water District, Anaheim, CA

Basin Cleaning Vehicle (BCV) Operations Supervisor/Operator

Responsible for all operational aspects of BCV program including, budgets, hiring, performance appraisals, data analysis and design modifications. Supervised 4 employees and oversaw all operations. Collaborated with engineers, geologists, scientists and other water industry professionals to enhance the performance of the BCVs. Responsible for research and development of new technologies to enhance the performance of groundwater recharge basins. Assisted with operation and maintenance of groundwater recharge system. Assumed responsibilities of the Department Safety Officer. Developed operational procedures, designed and implemented modifications to BCV systems. Managed outside consultants on BCV design modification projects. Purchased supplies and equipment. Operated, maintained, repaired and modified BCVs. Maintained and adjusted Delta V process management computer program.

April 2002 to
April 2004

Orange County Water District, Anaheim, CA

Heavy Construction Equipment Operator

Operated and hauled a variety of heavy construction equipment. Proficient operator of bulldozers, excavators, scrapers, backhoe loaders, wheel loaders, motor graders, compactors, dump trucks, water trucks etc. Assisted with repairs and updates on Basin Cleaning Vehicle (BCV3). Applied pesticides utilizing customized spray truck.

June 1996 to
March 2002

Scheevel & Sons, Inc., Preston, MN

Owner/Operator/Mechanic

Co-owner and operator of a small, diversified excavating company. Experienced in residential, commercial, demolition, water/sewer and agricultural projects. Developed excavation and site design plans to accommodate customers' needs. Prepared bids and estimates. Read blueprints and checked grades. Supervised a 7-member crew at job sites as well as in the shop. Coordinated projects with engineers, subcontractors, utility companies and state agencies, such as the Minnesota Pollution Control Agency, MNDOT and the DNR. Repaired,

maintained and operated bulldozers, excavators, scrapers, backhoe loaders and dump trucks on a daily basis.

October 1995 to
May 1996

Trenchers Plus, Inc., Minneapolis, MN

Mechanic

Diagnosed and repaired trenching and directional boring equipment. Performed field service work. Developed repair estimates for customers.

March 1992 to
September 1995

Scheevel & Sons, Inc., Preston, MN

Owner/Operator/Mechanic

Repaired, maintained and operated various heavy construction equipment. Developed preventative maintenance plan for fleet of heavy construction equipment.

OTHER:

Proficient in: Microsoft Word, Excel, PowerPoint, Outlook, MS Project, Sketch-Up, HEC-RAS, EPANET, RISA, AutoCAD; Possess California Class A Driver's License (Combination, Airbrakes, HAZMAT, Tank and Doubles/Triples); Completed Delta V Factory Training; OSHA Certified as Competent Person in Trenching Safety and Confined Space; Experienced welder; Extensive experience in heavy equipment transporting; Possess MN Boiler Operator Special Engineer License; Developed and taught UC Berkeley's first course in steel fabrication.

PROJECT EXPERIENCE:

Scheevel Engineering provides a wide variety of consulting and field services unique to water resource projects in Southern California. These services include, but are not limited to: analysis and design of groundwater recharge basins, pump stations, pipelines and related facilities/infrastructure. Mr. Scheevel also has over 10 years of experience in heavy civil construction. Mr. Scheevel's private and public sector work experience, and education results in a unique skill set that will prove to be beneficial to OCWD.

Below is a partial list of projects that Mr. Scheevel has been involved with that directly relate to the Conrock-Warner Transfer Tube Project. Scheevel Engineering would be happy to provide more information on any of the projects listed below:

- 1) Active Recharge Project (SBVMWD) – Consultant to Valley District for the preliminary design, diversion design, O&M modeling, cost estimating and benefit analysis of 9 new groundwater recharge basins and 4 existing flood control basins. Project completion – In Progress. (Project Cost ≈ \$TBD, Consulting Fees ≈ \$170,000);
- 2) Victoria Recharge Basin (WMWD) – Sub-Consultant to Western for field pilot testing and final design of a new groundwater recharge basin. Project completion – In Progress. (Project Cost ≈ \$TBD, Consulting Fees ≈ \$57,000);

- 3) San Antonio & Thompson Creek Spreading Grounds O&M Manual (PVPA) – Sub-Consultant to PVPA for the development of a spreading grounds operations and maintenance manual, including development of an operations computer model. Project completion – In Progress. (Project Cost ≈ NA, Consulting Fees ≈ \$18,000);
- 4) Wineville Basin Proof of Concept Project (IEUA) – Consultant to IEUA for pre-design, final design and implementation of an infiltration rate testing project. Scheevel Engineering performed pre-design, exploratory excavation and final design services, as well as assistance with construction management, data collection and final performance reporting including design recommendations. Design included 6 infiltration rate test cells and a temporary pipeline system. Project completed April 2014. (Project Cost ≈ \$300,000, Consulting Fees ≈ \$20,000);
- 5) San Sevaine Basin Improvements Project (IEUA) – Consultant to IEUA responsible for the subsurface investigation and the project development report (PDR), including pre-design concepts, calculations and analysis. The PDR presents analysis of several alternatives (including pump station and pipelines) to improve/increase groundwater recharge at San Sevaine Basins. Report completed March 2015, awaiting final design. (Project Cost ≈ \$5,900,000, Consulting Fees ≈ \$39,000);
- 6) Lower Day Basin Improvements Project (IEUA) - Consultant to IEUA for preparation of a Preliminary Design Report (PDR) to develop design concepts and provide a basis of design for the Lower Day Basin Improvements Project. The purpose of the Project is to increase the amount of storm water and supplemental water captured and recharged into the Chino Groundwater Basin. PDR completion date: July 2015. (Project Cost ≈ \$2,100,000, Consulting Fees ≈ \$38,000);
- 7) RMPU Improvements Preliminary Design Project (IEUA) – Sub-Consultant to IEUA for the preliminary design of improvements for 9 groundwater recharge basins. Tasks include field investigations/testing, infiltration rate determinations, operation and maintenance analysis/recommendations, design review and operations modeling. (Project Cost ≈ \$31,500,000, Consulting Fees ≈ \$64,000);
- 8) Riverside North Aquifer Storage and Recovery Project (WMWD) – Consultant to WMWD to provide design review, value engineering, cost estimating, infiltration rate determinations and operations and maintenance modeling and recommendations for a new Santa Ana River rubber dam diversion and recharge basin system. (Project Cost ≈ \$TBD, Consulting Fees ≈ \$24,000);
- 9) Basin Cleaning Vehicle (BCV) Operations (OCWD) – Operations supervisor for a program to remove fine-grained sediments from groundwater recharge basins, while leaving the basins full of water and in service. Two primary technologies were used to achieve this objective: a fully submersible ROV system, and a floating barge system. Responsible for all operation and maintenance of the systems. A

wide variety of operational data was gathered and analyzed for 4 basins to determine the effect of the BCVs on percolation rates. Full basin percolation rate testing was performed over an 8-year period. Project ended in 2013. (Project Cost ≈ \$7,000,000, Fees = salaried employee);

- 10) Basin Cleaning Vehicle (BCV) Engineering (OCWD) – Responsible for designing and implementing modifications to the BCVs and recharge basins to increase effectiveness and efficiency. Designed and constructed basin modifications for infiltration rate testing. Collected, reduced and analyzed data. Prepared reports and presentations as to basin and BCV performance. Project ended in 2013. (Project Cost ≈ \$7,000,000, Fees = salaried employee);
- 11) Alternative Basin Cleaning Technology Development (OCWD) – Responsible for developing and testing alternative basin cleaning methods. Methods tested included: beach cleaning technologies, sweeping/broom technologies, rock picking technologies and windrowing technologies. (Project Cost ≈ Varied by equipment, Fees = salaried employee);
- 12) Lower Five Coves Basin Infiltration Improvement Project (OCWD) – Designed and constructed a series of excavations to perforate a near surface confining layer in Lower Five Coves Basin to increase storm water recharge in the basin. Project completed in Summer 2003. (Project Cost ≈ NA, self-performed construction, Fees = salaried employee);
- 13) Alamitos Barrier Improvement Project (OCWD) – Project Manager for the permitting and final design of the civil infrastructure for 17 new injection wells to prevent seawater intrusion into OCWD's groundwater basin. Project estimated completion date: Fall 2016. (Project Cost ≈ \$12,000,000, Fees = salaried employee);
- 14) Weir Pond Rehabilitation Project (OCWD) – Project Manager for the pre-design and final design to reconfigure 3 de-silting basins used to remove fine-grained sediments from storm water. Design included CFD model analysis and review. Project completion date: Spring 2016. (Project Cost ≈ \$4,000,000, Fees = salaried employee);
- 15) Burris Pump Station Project (OCWD) – Project Manager for the pre-design, permitting and final design of a new, 200 cfs storm water pump station. Managed construction of Phase I, which was awarded the ASCE Orange County Branch - Award for 2014 Flood Management Project of The Year. The Project is currently under Phase II construction, completion date October 2016. (Project Cost ≈ \$23,000,000, Fees = salaried employee);
- 16) Santiago Basin Floating Pump Station Project (OCWD) – Project Manager for a 50 cfs floating pump station and floating pipeline to transfer storm water between

recharge basins. Project completed September 2012. (Project Cost ≈ \$3,600,000, Fees = salaried employee);

- 17) Five Coves and Lincoln Basins Bypass Pipeline Project (OCWD) – Project Manager for the pre-design, permitting and final design of a 66-inch diameter bypass pipeline to increase recharge basin performance and percolation data collection improvements. Project completion date TBD. (Project Cost ≈ \$5,500,000, Fees = salaried employee);
- 18) Lakeview Transfer Project (OCWD) – Project Manager for the pre-design, design and construction of carbon fiber (FRP) lining of a 7' x 7' reinforced concrete box culvert. Project completed December 2012. (Project Cost ≈ \$400,000, Fees = salaried employee);
- 19) Kraemer Basin Valve Vault (OCWD) – Project Manager for the pre-design, design and construction of 15' x 40' valve vault around a complex system of 72-inch, 48-inch and 36-inch piping and multiple flow control valves. Project completed March 2013. (Project Cost ≈ \$570,000, Fees = salaried employee);
- 20) GWRS Pipeline Assessment and Inspections (OCWD) – Project Manager for the regular inspection and condition assessment of 14 miles of 72-inch – 60-inch recycled water pipeline. Developed inspection and testing protocols and personally entered and inspected the pipeline. Project is ongoing. (Project Cost ≈ \$50,000 annually, Fees = salaried employee);
- 21) Imperial Rubber Dam Replacement Project (OCWD) – Project Manager for the design, selection and replacement of OCWD's 7' x 320' inflatable rubber dam across the Santa Ana River, near Imperial Highway. Project completed February 2012. (Project Cost ≈ \$2,000,000, Fees = salaried employee);
- 22) Imperial Headgates R&R Project (OCWD) – Project Manager for pre-design, permitting and design for the selection and replacement of a new trash rack system and diversion gate replacement. Project completion date: Spring 2016. (Project Cost ≈ \$3,00,000, Fees = salaried employee);
- 23) Prado Basin Sediment Management Demonstration Project (OCWD) – Project Manager for a demonstration project to remove up to 500,000 cy yd of sediment from Prado Flood Control Basin and re-entrain it into the Lower Santa Ana River to replenish sediments in the River and enhance groundwater recharge in Orange County. Project completion date: TBD. (Project Cost ≈ TBD, Fees = salaried employee, Consulting Fees ≈ \$40,000);
- 24) Prado Basin Feasibility Study (OCWD) – Consultant to OCWD to provide engineering support and technical analysis to support a U.S. Army Corp Feasibility Study to increase water conservation, ecosystem restoration and sediment management for Prado Basin and the Lower Santa Ana River. Feasibility Study is

underway, if implemented the Project would end in 2071. (Project Cost ≈ TBD, Consulting Fees ≈ \$80,000);

- 25) OCWD/City of Santa Ana Reservoir Wall (OCWD) – Consultant to OCWD to perform final design services and develop bid/construction documents for a new CMU wall around an existing reservoir site in the City of Santa Ana. Completion date TBD. (Project Cost ≈ \$300,000, Consulting Fees ≈ \$19,000)
- 26) Confined Space Davit Arm Design (SCWD) – Consultant to SCWD to perform final design services to develop a standard design for a confined space davit arm anchorage. Design completed May 2014. (Project Cost ≈ Varies by site, Consulting Fees ≈ \$2,000)
- 27) Upper to Lower Five Coves Transfer Structure (OCWD) – Designed and constructed a new surface transfer/flow measurement structure to provide data for percolation rate testing. Project completed October 2010. (Project Cost ≈ N/A, self-performed construction, Fees = salaried employee);
- 28) LaJolla Rubber Dam Foundation Repairs (OCWD) – Project Manager for the investigation, design and repair implementation to remediate seepage underneath an inflatable rubber dam foundation located in a flood control channel. Performed the investigation, provided seepage analysis, designed repairs and supervised the repairs of the Project. Project completed November 2010. (Project Cost ≈ \$40,000, Fees = salaried employee);
- 29) Storm Water Detention Pond Investigation and Repairs (POET) – Consultant to POET Biorefinery to perform basin inlet repairs and investigate/repair a sinkhole in the berm of a storm water detention basin. Project completed in December 2014. (Project Cost ≈ \$25,000, Consulting Fees ≈ \$15,000).
- 30) Preston Dairy & Farm Agrichemical Facility (D&F) – Consultant to D&F to construct a new agrichemical facility campus. Project includes 5 new buildings with 3 new process systems. Responsible for preliminary design report, special structural design, site design and layout, utilities design, final design, contractor selection, scheduling, budgeting and accounting, construction management, inspection and regulatory agency coordination and permitting. Project completion date: August 2015. (Project Cost ≈ \$3,000,000, Consulting Fees ≈ \$100,000);
- 31) Lower Five Coves Basin Infiltration Improvement Project (OCWD) – Designed and constructed a series of excavations to perforate a near surface confining layer in Lower Five Coves Basin to increase storm water recharge in the basin. Project completed in Summer 2003. (Project Cost ≈ NA, self-performed construction, Fees = salaried employee).

Consultant Identification Form

1. **Legal Name of Consultant:** Scheevel Engineering
2. **Street Address:** 27780 Tamara Dr, Yorba Linda, CA, 92887
3. **Mailing Address:** P.O. Box 28745, Anaheim, CA, 92809
4. **Business Telephone:** (714) 470-9045
5. **Facsimile Telephone:** None
6. **Email Address:** nathanscheevel@yahoo.com
7. **Type of Business:**
 - Sole Proprietor
 - Partnership
 - Corporation

Other: _____

If corporation, indicate State where incorporated: CA
8. **Federal Tax Identification Number:** 81-0950655
9. **Consultant's Project Manager:** Nate Scheevel

Cost Comparison of Request for Proposal Responses (RFP)



Firm Responding to RFP	Total Cost of Proposal
Dudek	\$220,070
ICF International	\$119,350
Huitt-Zollars	\$237,830
Scheevel Engineering	\$96,725
Stetson Engineers Inc.	\$55,530
Stillwater Sciences	\$85,393

Douglas D. Headrick
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

**Re: Cost Sharing Letter Agreement
Design of the Santa Ana Sucker Protection and Beneficial Use Enhancement Project**

This Cost Sharing Letter Agreement ("Agreement") sets forth the understanding between San Bernardino Valley Municipal Water District ("SBVMWD") and the Santa Ana Watershed Project Authority ("SAWPA") regarding the sharing of costs of the design of the Santa Ana Sucker Protection and Beneficial Use Enhancement Project ("Project") which have been defined in the contract ("Contract") between SAWPA and Scheevel Engineering which will be administered by SAWPA.

The Scope of the Project which is the subject of this Agreement is included in the Contract as shown in Attachment A to this Agreement.

The undersigned parties (collectively referred to as "Parties" and individually as "Party") hereby agree to share the cost of the design of the Project according to the provisions set forth below.

1. Scope of the Project

SAWPA is working with partner agencies throughout the watershed, in seeking to implement the Project. The goal of the Project is to create habitat for the Santa Ana Sucker Fish (*Catostomus santaanae*) and support preservation of the beneficial uses of the Santa Ana River Mainstem.

The habitat structures shall provide useful habitat to the Santa Ana Sucker and, if possible, the Arroyo Chub (*Gila orcuttii*) in the Santa Ana River. In conjunction with approval from landowners and entities with right-of-ways in the Project area, the habitat structures shall enhance freshwater fish habitat below the ordinary high water mark, by means such as adding boulders, gravel, and/or woody materials.

SAWPA has worked with SBVMWD to write the Contract, whereby Scheevel Engineering will draft project concepts and alternatives, collect field data, perform modeling, design the project, create plans, specifications and drawings, and estimate construction costs.

2. Cost Sharing

(a) Cost of Contract

The total cost of the Contract is **\$96,725**.

(b) Cost Sharing Between the Undersigned Parties

As the Contract benefits SBVMWD through its long term planning of in-stream habitat structures for activities as part of the Sterling Natural Resource Project and the Upper Santa Ana River Habitat Conservation Plan, SBVMWD's share of the Project is 70% of the Contract amount, **\$67,708** ("SBVMWD share"). SAWPA's share is the remaining 30% of the Contract amount, **\$29,018** ("SAWPA share").

(i) Neither Party shall be responsible for payment of any amounts in excess of its share as set forth herein without its prior written consent.

(ii) SAWPA shall provide an upfront invoice for the total amount of the SBVMWD share to SBVMWD along with a cover letter setting forth the calculation of the share due and owing by SBVMWD. Within thirty (30) calendar days of the date of said cover letter, SBVMWD shall submit payment to SAWPA for its share as set forth in this Agreement.

3. Effective Date and Term

This Agreement shall be effective on the later date of the signatures below ("Effective Date"). The term of this Agreement shall be from the Effective Date to the date of completion of performance of the Contract pursuant to the schedule and deadlines set forth in Exhibit A and other schedules and deadlines as may be determined by the Parties. The Parties may elect to extend the term in writing. If this Agreement does not become effective within a reasonable time, SAWPA reserves the right to stop work under the Contract.

4. Indemnification

Each Party hereby agrees to defend, indemnify and hold free and harmless the other Party from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with Indemnitors' activities under this Agreement, but not arising from or connected with actions of Scheevel Engineering.

5. Cooperation

The Parties acknowledge that they are entering into an Agreement in which cooperation will be required, including the execution of necessary further documents. The Parties agree to cooperate in good faith with each other and submit timely documents for the benefit of the Project.

Please sign both copies of this letter agreement, return one, and keep the other for your records.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: _____
Celeste Cantú, General Manager

Dated: _____

11615 Sterling Avenue
Riverside, CA 92503-4979

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Douglas D. Headrick, General Manager

Dated: _____

380 East Vanderbilt Way
San Bernardino, CA 92408

DRAFT

COMMISSION MEMORANDUM NO. 2017.57

DATE: April 18, 2017

TO: SAWPA Commission

SUBJECT: Approval of Watershed Signage with Bri Communications

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION

That the Commission approve issuance of contracts with Bri Communications for an amount not to exceed \$11,200 to design, install and maintain of Santa Ana River Watershed signs throughout the Watershed for four consecutive years.

DISCUSSION

Bri Communications approached SAWPA in March 2017 on a Santa Ana River Watershed signage project that would be funded by approximately ten sponsors. Bri Communications, based in Seattle Washington, has experience in similar signage projects in the Sacramento River Watershed and the Seattle area surrounding the Puget Sound. The draft sign design, attached to this memorandum, includes a map of the watershed, major cities, county boundaries, water resources such as tributaries, rivers and lakes, and major freeways. It also includes descriptive content including watershed statistics such as population size, a list and links to major local excursion destinations and “map messages” which can include major resources or challenges in the watershed. Staff has worked with Bri Communication to identify a map message for One Water One Watershed.

In order to secure a map message and a three inch by three inch logo at the bottom of the map for SAWPA, Bri Communications requires a two year subscription-based fee of \$5,600. The subscription fee allows Bri Communications to design the sign, work with approximately nine other sponsors, identify sign locations, secure agreements for placement of the signs at approximately 50 locations across the watershed, and then physically construct and place the sign structure. Each of the approximately 50 signs would have the same content, except for the “You Are Here” locator on the map. With the SAWPA Commission’s approval of an up to \$11,200 amount for the Bri Communications contract, it would allow SAWPA to keep the signage up for a total of four years (\$5600/two year period x 2)

BACKGROUND

SAWPA was approached by Bri Communications through working with Riverside County Regional Parks and Open Space District. To date, Bri Communications has four current sponsors for the Santa Ana River Watershed signage project: San Bernardino Valley Water Conservation District, California Department of Water Resources, California State Parks/Boating and Waterways and Chino Basin Water Conservation District. Work is ongoing to secure the six additional sponsors and once obtained, the sign design can be finalized and installation can commence.

SAWPA is engaged in these signage efforts due to its participation in the Santa Ana River Trail Technical Advisory Committee through Commissioner Phil Anthony’s membership on the Trail Policy Advisory Group, as well as through implementation of the One Water One Watershed 2.0 Goal: Accomplish effective, equitable and collaborative integrated watershed management.

Inland Empire Waterkeeper previously led a watershed signage project effort in 2008 and coordinated with Caltrans Districts 9 and 12. The scope of that signage project is different than Bri Communications' scope as the Inland Empire Waterkeeper signs were to be located on freeways, mostly at crossings over the Santa Ana River and major tributaries, to highlight that vehicles were traveling in or entering the Santa Ana River Watershed.

CRITICAL SUCCESS FACTORS

- A strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership and community engagement.
- Successful implementation of an integrated regional water resource plan that reflects the watershed management needs of the public and the environment.

RESOURCE IMPACTS

The cost of \$5,600 would cover the cost for Bri Communications to design the maps and visuals, secure sign placement locations, install approximately 50 signs throughout the Santa Ana River Watershed, and incorporate information on the signs from approximately ten sponsors including SAWPA. This cost would allow the signs to remain up for two years, and the additional \$5,600 (\$11,200 total) would extend the period for two additional years (four years total).

If approved, the first \$5,600 installment would be provided by Fund 373 Watershed Management Plan in the current FYE 2016/17 SAWPA budget. . Pending approval of the SAWPA two year budget for FYE 2018 and 2019, sufficient funding from Fund 373 would be available for the two year contract extension for \$5,600 with Bri Communications.

Attachments:

1. Contract with Bri Communications
2. Draft Map Design
3. Map Message Specifications for One Water One Watershed



INVOICE/CONTRACT

Bri Communications

818 WEST CROCKETT, #404
 SEATTLE, WA 98119
 206-378-1055
 paul@bricomm.com

Bill to: _____

TODAY'S DATE: _____

APPROVED BY: _____

PHONE _____

EMAIL _____

Santa Ana Watershed (2017 Edition)

3" tall by 3" wide ad on at least 50 displays* for at least 23 months (\$5,600) _____

This space is a formatted ad as shown on Ad Layout Approval. *Specific display locations are not guaranteed.

Extra line of copy (\$300) _____

"Explore the Watershed" 3-line listing & locator (\$1260) _____

Notes: _____

Ad Copy

ADVERTISER ACCEPTANCE

1. This contract is NON-CANCELABLE by the advertiser and no copy changes shall be allowed during the contract period.
2. Advertiser agrees to supply artwork & copy within 10 days of signing this contract or allow Bri Communications the right to produce ad.
3. Bri Communications will produce the claims of this contract or be obligated to refund any money already paid. Bri Communications shall not be liable for any error or failure to print beyond the amount the advertiser has made payment for.



Terms

ADVERTISER SIGNATURE _____

DATE _____

BRI COMMUNICATIONS (Paul Sherwin)

- Due when contract is signed (all listings)
 Other

TOTAL AMOUNT	
AMOUNT PAID	
AMOUNT OWING	

Payable to Bri Communications
 Yellow Copy for Customer
 Thank you for your business

YOUR NEXT PAYMENT OF \$ _____ IS DUE

Promote a Healthy, Sustainable Watershed!

Inform the public on the major watershed issues – especially those they can help solve through lifestyle changes. The large outdoor displays help people identify and connect with their local watershed.

NEW! Public Outreach Opportunity



SAMPLE ONLY
**Mock-up of
Santa Ana Watershed
on Page 2**

20 YEARS EXPERIENCE
PUBLIC APPROVED

Public education - a great investment in watershed sustainability!

- Easy method to partner with other agencies and NFPs in public outreach
- Cost and time effective • Focuses on a healthy, sustainable watershed
- Proven, non-partisan, solution oriented

Content submitted and reviewed by multiple local and state agencies

*50 prime locations
throughout the
watershed*

LOCATIONS THUS FAR:

- Rancho Jurupa Park (Riverside County)
- Hidden Valley Park (Riverside County)
- Mary Tyo Park (Riverside County)
- Jurupa Community Center
- Veterans Memorial Comm. Ctr. (Jurupa Valley)
- Diamond Valley Lake Visitor Center
- Idyllwild Library
- Lake Perris Marina
- Riverside-Corona RCD
- Chino Basin Water Conservation District

More to come . . .

Mock-up Only
Actual Size: 36" x 36"

SANTA ANA WATERSHED

Flood Control
Vel llium dolore eu fugiat nulla facilis ut
accusantium et molestiae in quaestione. Et
quia et esse pariatur. Quia et esse pariatur.
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Groundwater Recharge
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What is a Watershed?
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Six Easy Ways To Help
Conservation
Recycling
Water Conservation
Plant Native Plants
Reduce Lawn Care
Use Less Water
Use Less Energy

Pollution Prevention
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Sustainability
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Water Conservation
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Stormwater Runoff
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Invasive Species
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accusantium et molestiae in quaestione. Et
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Parks & Trails
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accusantium et molestiae in quaestione. Et
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Quia et esse pariatur. Quia et esse pariatur.
Quia et esse pariatur. Quia et esse pariatur.

Explore The Watershed

- 1. Friends of Bear Creek, 10000 Bear Creek Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 2. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 3. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 4. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 5. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 6. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 7. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 8. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 9. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111
- 10. Friends of the Santa Ana River, 10000 Santa Ana River Rd, San Juan Capistrano, CA 92675, 949-261-1111

50 locations • 23 months • 875,000 viewers*

(* based on an average of 25 viewers per display - per day)

Sponsorship: \$5,600

• 3" by 3" formatted ad space • Installed summer/fall 2017

• Option to choose and write a generic map paragraph included • Up to 5 free display installations (optional)**

** Depends on location availability. Cost is for advertising and not the actual displays (see agreement). Displays are owned by Bri Communications.

"Explore The Watershed" Listings: \$1,260

Cost Effectiveness

• Cost per month \$244 • Cost per viewer: 6 penny • CPM: \$6.40

Bri Communications • Paul Sherwin • 206-378-1055 • paul@bricomm.com

One Water One Watershed

Writing a message for the Santa Ana River Watershed Displays

Thank you for writing a short message for the new watershed displays. The general focus of the displays is to connect people to Santa Ana River Watershed and explain some of the challenges and issues we are facing.

This is Watershed 101 - most people reading these displays will probably not understand what a watershed is.

A good approach is to briefly describe the problem and then explain what is being done about it and if appropriate what the general public can do to help out (action steps).

A few points to keep in mind . . .

- No references to a specific entity, websites or contact info.
- Keep the message generally positive and solution oriented.
- The length of the message should be between 50 to 100 words.
 - Avoid controversial and/or narrowly focused positions
- A final edit will be done by Bri Communications for all messages
- **Please send your copy via email to paul@bricomm.com**

SAMPLE:

Invasive Species

Aquatic invasive species are plants and animals that are not native to an area and negatively impact the environment, economy, or human health. They can be moved from one location to another by watercraft, fishing gear, and equipment. To avoid spreading aquatic invasive species take three simple steps every time you leave a waterbody:

- Inspect and clean your watercraft, fishing gear, and equipment
- Drain all water and dispose of debris and live bait in the trash
- Dry watercraft and equipment between each use

Please contact Paul if you have questions 206-378-1055 • paul@bricomm.com



April 5, 2017

Ms. Celeste Cantú
General Manager
Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

Subject: SAWPA Joint Powers Authority Agreement (JPAA)

Dear Ms. Cantú:

We want to thank you and Larry McKenney for taking the time to meet with us on March 30, 2017, and for the productive discussion of issues relating to SAWPA and its governance under the terms and condition of its Joint Powers Authority Agreement (JPAA).

As discussed at our meeting, recent disagreements over budget and contract issues have brought to light the question of whether SAWPA is properly following the requirements of its JPAA in voting on budget and operating decisions relating to SAWPA facilities. Section 18 of the Joint Powers Agreement states, in part:

“Except for preliminary studies and matters of general administration, the Agency shall function through the identification and implementation of specific projects.”

Section 18 goes on to require:

- That a separate budget and agreement be established for each project;
- The formation of a “Project Committee” for each project in which fewer than all of the SAWPA member agencies are participating; and
- That “All budget and operating decisions with regard to any project shall require the unanimous consent of the members of the Project Committee or the Agency [i.e., SAWPA], as the case may be.”

The plain language of Section 18 seems to require that SAWPA establish a “project,” a “Project Committee” and a project agreement, whenever SAWPA undertakes some activity that is not a

“preliminary study” or a “matter of general administration.” However, it appears that SAWPA has not fully followed these procedures for many years. This has resulted in many activities proceeding without the requirements of a “project,” such as the formation of a Project Committee and approval of a budget.

This issue goes to the core of how SAWPA governs itself, and whether SAWPA complies with its basic governance document—the JPAA.

For this reason, and as requested at this week’s Commission meeting, it seems prudent that the SAWPA Commission include an item on a future workshop or regular meeting agenda to review the JPAA and how SAWPA has previously and is currently implementing the JPAA, and determine how the Commission should move forward if current practices are in conflict with the JPAA.

We look forward to further discussing and resolving this matter with the full SAWPA Commission.

Sincerely,



Ronald W. Sullivan
SAWPA Commission Representative
Eastern Municipal Water District



Philip A. Anthony
SAWPA Commission Representative
Orange County Water District

c: SAWPA Commissioners and Alternates
Larry McKenney, SAWPA Executive Counsel
SAWPA Member Agency General Managers

COMMISSION MEMORANDUM NO. 2017.59

DATE: April 18, 2017
TO: SAWPA Commission
SUBJECT: OWOW Plan Update 2018 Status
PREPARED BY: Mike Antos, Watershed Manager

RECOMMENDATION

It is recommended that the Commission receive and file this staff report.

DISCUSSION

The One Water One Watershed Plan Update 2018 process began at an OWOW Pillar Integration meeting in February. The process is expected to last about one year. The OWOW Plan Update 2018 will be conducted by the OWOW Pillars, ten stakeholder workgroups chaired by volunteer stakeholders (among them the member agency GMs, see attached), facilitated by the SAWPA Planning Department. Below are specific updates from the ten Pillars, as of April 6, 2017 (alphabetically):

Beneficial Use Assurance

SAWPA staff has shared with Chair Mike Markus and Delegate Greg Woodside copies of the OWOW 2.0 plan Beneficial Use Assurance chapter, 2016 IRWM Workplan Plan Standards and Pillar Structure, Mission, & Tasks, and are now updating the list of potential Pillar participants. A kickoff meeting will be scheduled soon.

Climate Change Response Pillar

SAWPA staff is working with Chair James Ferro in discussing a Pillar scope of work, and developing a list of potential participants. A kick-off meeting was scheduled for March 30, but was postponed because few were able to make it. A second invitation from Chair Ferro was sent in April, and a kick-off meeting is being rescheduled.

Land Use and Water Planning

SAWPA staff met with Chair Ken Gutierrez on April 6, 2017 to brief on One Water One Watershed and the possible scope of work to update the Plan with recent developments in land use planning.

Data Management & Monitoring

SAWPA staff and Delegate Liz Hurst are discussing the mission of this new Pillar and reviewed the OWOW 2.0 plan data management and plan performance chapter, the 2016 IRWM Workplan Plan Standards and Pillar Structure Mission Tasks, and are now developing a list of potential Pillar participants. A meeting with SAWPA staff and Liz occurred on April 13, and a kickoff meeting for the entire Pillar will be scheduled soon.

Disadvantaged and Tribal Communities Pillar

SAWPA staff and Chair Gil Navarro convened the kick-off of this Pillar on March 23, with nine attendees, six of which have not previously participated in OWOW. A second meeting will occur on April 24, and the fourth Monday at 2pm will be the monthly meeting time of this pillar. In April, the

Pillar will set its workplan, and make task assignments among the Pillar workgroup for particular aspects of the chapter update.

Integrated Stormwater Management Pillar

SAWPA staff and Delegate Stuart McKibbin discussed the scope of work for the Pillar, and developed a list of potential participants. Stuart will soon send out an invite and a kick-off meeting will be established.

Natural Resources Stewardship

SAWPA staff and Chair Jeff Beehler have updated the contact list to include natural resources planners from throughout the watershed. A kickoff meeting will be scheduled soon.

Water Recycling

SAWPA staff has shared with Chair Paul Jones and Delegate Kelley Gage the OWOW 2.0 plan Watershed Recycling Water Demands chapter, 2016 IRWM Workplan Plan Standards and Pillar Structure Mission Tasks, and are now developing a list of potential Pillar participants. A kickoff meeting will be scheduled soon.

Water Resource Optimization

SAWPA staff and Delegate Bob Tincher have established a contact list as well as the database that will be used to track supply and demand calculations for the watershed. A follow up meeting occurred on April 5, 2017.

Water Use Efficiency

SAWPA staff and Delegate Tim Barr met on March 14 to establish a preliminary scope of work for the update of the Pillar's chapter. A Pillar meeting has been tentatively scheduled for May 4, 2017.

CRITICAL SUCCESS FACTORS

1.	Continued support from SAWPA commission of OWOW Steering Committee's decision making authority as a means of ensuring trust, transparency, and external communications.
2.	Active participation of a diverse group of stakeholders representing counties, cities, and water districts, as well as the private sector and the regulatory, environmental, and environmental justice communities who integrate the different interests in the watershed beyond political boundaries. Ensuring all perspectives are heard and valued.

RESOURCE IMPACTS

The OWOW Plan Update 2018 is supported by Fund 373, and a Department of Water Resources IRWM Planning Grant. Department of Water Resources has committed to the grant, though the grant has not yet been executed.

Attachments:

1. OWOW Update Pillar Roster

Santa Ana Watershed Project Authority
Cash Transaction Report
Month of February 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	\$ 2,666,658.86
Net Investment Transfers	518,114.22
Cash Disbursements	<u>(3,116,073.07)</u>
Net Change for Month	\$ 68,700.01
Balance at Beginning of Month	<u>1,840,683.44</u>
Balance at End of Month per General Ledger	<u><u>\$ 1,909,383.45</u></u>
Collected Balance per Bank Statement	\$ 1,910,669.93

ACCOUNTS PAYABLE RECONCILIATION

Accounts Payable Balance @ 01/31/17	\$ 4,361,639.55
Invoices Received for February 2017	2,922,414.18
Invoices Paid by check/wire during February 2017 (see attached register)	<u>(2,857,822.24)</u>
Accounts Payable Balance @ 02/28/17	<u><u>\$ 4,426,231.49</u></u>

CASH RECEIPTS

Brine Line Operating Revenues	\$	996,902.82
Other Grant Funds		37,565.59
Participant Fees		106,612.00
LESJWA Admin Reimbursement		14,980.36
Grant Proceeds - Prop 84		304,437.56
Grant Proceeds - Prop 84 Pass-throughs		1,204,865.99
Other		<u>1,294.54</u>
Total Receipts and Deposits	\$	2,666,658.86

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>518,114.22</u>
Total Investment Transfers	\$	518,114.22

CASH DISBURSEMENTS

By Check:		
Payroll	\$	583.96
Operations		<u>2,850,115.53</u>
Total Checks Drawn	\$	2,850,699.49
By Cash Transfer:		
Payroll	\$	164,978.68
Payroll Taxes		90,574.67
Wire Transfer - US Bank Credit Card		7,706.71
Take Care (AFLAC)		<u>2,113.52</u>
Total Cash Transfers	\$	265,373.58
Total Cash Disbursements	\$	<u><u>3,116,073.07</u></u>

Santa Ana Watershed Project Authority
Check Detail
February 2017

Category	Check #	Check Date	Type	Vendor	Check Amount
Asset Clearing	2323	2/9/2017	CHK	Fritts Ford	\$32,027.12
				Asset Clearing Total	\$32,027.12
Benefits	2297	2/3/2017	CHK	Public Employees' Retirement	\$19,812.76
Benefits	2298	2/3/2017	CHK	Cal PERS Long Term Care Program	\$102.04
Benefits	2299	2/3/2017	CHK	State Compensation Ins Fund	\$5,690.67
Benefits	2308	2/9/2017	CHK	ACWA/JPIA	\$44,561.17
Benefits	2318	2/9/2017	CHK	WageWorks	\$128.00
Benefits	2326	2/17/2017	CHK	AFLAC	\$429.64
Benefits	2331	2/17/2017	CHK	Public Employees' Retirement	\$19,116.42
Benefits	2333	2/17/2017	CHK	Cal PERS Long Term Care Program	\$102.04
Benefits	2345	2/23/2017	CHK	WageWorks	\$128.00
Benefits	EFT01059	2/3/2017	CHK	Vantagepoint Transfer Agents	\$6,622.18
Benefits	EFT01064	2/3/2017	CHK	Vantagepoint Transfer Agents	\$400.90
Benefits	EFT01088	2/17/2017	CHK	Vantagepoint Transfer Agents	\$6,722.18
Benefits	EFT01092	2/17/2017	CHK	Vantagepoint Transfer Agents	\$400.90
Benefits	WDL000003986	2/7/2017	WDL	Takecare	\$222.30
Benefits	WDL000003987	2/9/2017	WDL	Takecare	\$744.21
Benefits	WDL000003988	2/10/2017	WDL	Takecare	\$439.20
Benefits	WDL000003992	2/14/2017	WDL	Takecare	\$79.80
Benefits	WDL000003993	2/17/2017	WDL	Takecare	\$55.71
Benefits	WDL000003997	2/22/2017	WDL	Takecare	\$192.30
Benefits	WDL000003999	2/24/2017	WDL	Takecare	\$315.00
Benefits	WDL000004001	2/27/2017	WDL	Takecare	\$65.00
				Benefits Total	\$106,330.42
Cars - Gas	2334	2/17/2017	CHK	County of Riverside	\$363.61
				Cars - Gas Total	\$363.61
Cars - Maintenance	2303	2/3/2017	CHK	Riverside Transmission Center	\$198.38
				Cars - Maintenance Total	\$198.38
Commission Expense	2344	2/23/2017	CHK	Imagetech	\$123.75
				Commission Expense Total	\$123.75
Construction	2322	2/9/2017	CHK	Mobile Mini	\$402.90
Construction	EFT01081	2/9/2017	CHK	WEKA Inc	\$721,655.14
Construction	EFT01094	2/17/2017	CHK	Statistical Research, Inc.	\$28,534.43
Construction	EFT01106	2/23/2017	CHK	Statistical Research, Inc.	\$76,766.17
				Construction Total	\$827,358.64
Consulting	2319	2/9/2017	CHK	Dudek	\$17,511.25
Consulting	2349	2/23/2017	CHK	GeoScience Support Services	\$837.50
Consulting	EFT01065	2/3/2017	CHK	Integrated Systems Solutions	\$49.50
Consulting	EFT01078	2/9/2017	CHK	Integrated Systems Solutions	\$148.50
Consulting	EFT01082	2/9/2017	CHK	Trussell Technologies, Inc.	\$1,537.00
Consulting	EFT01084	2/9/2017	CHK	Vali Cooper & Associates, Inc	\$86,624.67
Consulting	EFT01100	2/23/2017	CHK	West Coast Advisors	\$6,000.00
Consulting	EFT01105	2/23/2017	CHK	RMC Water and Environment	\$23,497.94
Consulting	EFT01108	2/23/2017	CHK	DeGrave Communications	\$2,997.85
Consulting	EFT01110	2/23/2017	CHK	Hammons Strategies	\$4,500.00
				Consulting Total	\$143,704.21
Contract Services	2315	2/9/2017	CHK	Orange County Coastkeeper	\$1,672.80
Contract Services	EFT01056	2/3/2017	CHK	Orange County Sanitation District	\$1,931.55
Contract Services	EFT01073	2/9/2017	CHK	Western Municipal Water District	\$17,683.36
Contract Services	EFT01085	2/9/2017	CHK	Green Media Creations	\$10,765.80
Contract Services	EFT01087	2/17/2017	CHK	Orange County Sanitation District	\$39,553.43
Contract Services	EFT01109	2/23/2017	CHK	EcoTech Services Inc	\$47,139.30
				Contract Services Total	\$118,746.24
Contributions	2305	2/3/2017	CHK	ASCE Los Angeles	\$1,000.00
Contributions	* 2305	2/3/2017	VOID	ASCE Los Angeles	(\$1,000.00)
Contributions	2350	2/23/2017	CHK	ASCE Los Angeles	\$1,000.00
Contributions	EFT01071	2/3/2017	CHK	Western Municipal Water District	\$500.00
				Contributions Total	\$1,500.00
Credit Card	P030008	2/8/2017	WDL	US Bank	\$7,706.71
				Credit Card Total	\$7,706.71
Debt Service	EFT01061	2/3/2017	CHK	Western Riverside County Regional	\$316,729.86

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

Category	Check #	Check Date	Type	Vendor	Check Amount
				Debt Service Total	\$316,729.86
Director Costs	2340	2/17/2017	CHK	Gil Navarro	\$46.01
Director Costs	EFT01057	2/3/2017	CHK	Philip Anthony	\$147.66
Director Costs	EFT01058	2/3/2017	CHK	Eastern Municipal Water District	\$423.46
Director Costs	EFT01067	2/3/2017	CHK	Jasmin Hall	\$55.64
Director Costs	EFT01068	2/3/2017	CHK	Steven Copelan	\$37.45
Director Costs	EFT01069	2/3/2017	CHK	Susan Longville	\$53.50
Director Costs	EFT01070	2/3/2017	CHK	Kati Parker	\$57.78
Director Costs	EFT01071	2/3/2017	CHK	Western Municipal Water District	\$639.47
				Director Costs Total	\$1,460.97
Dues	2304	2/3/2017	CHK	Corona Chamber of Commerce	\$625.00
				Dues Total	\$625.00
Employee Reimbursement	EFT01066	2/3/2017	CHK	Ian Achimore	\$83.16
Employee Reimbursement	EFT01076	2/9/2017	CHK	David Ruhl	\$99.01
Employee Reimbursement	EFT01080	2/9/2017	CHK	Carlos Quintero	\$50.11
Employee Reimbursement	EFT01083	2/9/2017	CHK	Ian Achimore	\$21.71
Employee Reimbursement	EFT01086	2/9/2017	CHK	Mike Antos	\$137.80
Employee Reimbursement	EFT01093	2/17/2017	CHK	Dawna Munson	\$29.16
Employee Reimbursement	EFT01095	2/17/2017	CHK	Michael Plasencia	\$288.19
				Employee Reimbursement Total	\$709.14
Engineering	2319	2/9/2017	CHK	Dudek	\$350.00
				Engineering Total	\$350.00
Equipment Rented	2330	2/17/2017	CHK	Konica Minolta Business Solutions	\$757.94
Equipment Rented	2347	2/23/2017	CHK	GreatAmerica Financial Services	\$1,439.21
				Equipment Rented Total	\$2,197.15
Facility Repair & Maintenance	2302	2/3/2017	CHK	United Storm Water Inc.	\$2,382.80
Facility Repair & Maintenance	2314	2/9/2017	CHK	Burrtec Waste Industries Inc	\$75.52
Facility Repair & Maintenance	2316	2/9/2017	CHK	United Storm Water Inc.	\$614.10
Facility Repair & Maintenance	2317	2/9/2017	CHK	TNT Elevator Inc	\$222.00
Facility Repair & Maintenance	2320	2/9/2017	CHK	Inland Water Works Supply Co	\$3,609.63
Facility Repair & Maintenance	2321	2/9/2017	CHK	Tripac Marketing Inc.	\$633.57
Facility Repair & Maintenance	2335	2/17/2017	CHK	United Rentals	\$4,734.51
Facility Repair & Maintenance	2339	2/17/2017	CHK	Mike Roquet Construction Inc	\$5,656.00
Facility Repair & Maintenance	2346	2/23/2017	CHK	Trench Shoring, Inc.	\$292.00
Facility Repair & Maintenance	EFT01062	2/3/2017	CHK	Yeier Janitorial Service	\$1,370.00
Facility Repair & Maintenance	EFT01077	2/9/2017	CHK	Golden State Fire Protection	\$625.00
Facility Repair & Maintenance	EFT01079	2/9/2017	CHK	A Cone Zone Inc	\$35.00
Facility Repair & Maintenance	EFT01090	2/17/2017	CHK	Western Exterminator Co.	\$105.00
Facility Repair & Maintenance	EFT01101	2/23/2017	CHK	Haz Mat Trans, Inc.	\$6,853.84
Facility Repair & Maintenance	EFT01107	2/23/2017	CHK	Douglas Environmental Group	\$2,100.00
Facility Repair & Maintenance	EFT01111	2/23/2017	CHK	Lawnscap Systems	\$1,390.00
				Facility Repair & Maintenance Total	\$30,698.97
Lab Costs	EFT01063	2/3/2017	CHK	E. S. Babcock & Sons, Inc.	\$927.00
Lab Costs	EFT01075	2/9/2017	CHK	E. S. Babcock & Sons, Inc.	\$571.00
Lab Costs	EFT01091	2/17/2017	CHK	E. S. Babcock & Sons, Inc.	\$1,330.00
Lab Costs	EFT01102	2/23/2017	CHK	E. S. Babcock & Sons, Inc.	\$1,414.00
Lab Costs	EFT01103	2/23/2017	CHK	Camet Research	\$1,125.00
				Lab Costs Total	\$5,367.00
Legal	2336	2/17/2017	CHK	Murphy & Evertz	\$1,195.25
Legal	EFT01096	2/17/2017	CHK	Hunt Ortman Palfy Nieves Dahl	\$30,041.47
				Legal Total	\$31,236.72
Materials & Supplies	2337	2/17/2017	CHK	K&H Metals and Supplies	\$40.00
				Materials & Supplies Total	\$40.00
Office Supplies	2294	2/3/2017	CHK	Aramark Corporation Refreshments	\$136.16
Office Supplies	2301	2/3/2017	CHK	Staples Business Advantage	\$192.66
Office Supplies	2310	2/9/2017	CHK	Konica Minolta Business Solutions	\$550.29
Office Supplies	2342	2/23/2017	CHK	Staples Business Advantage	\$501.95
Office Supplies	EFT01072	2/9/2017	CHK	Capital One Commercial- 7003	\$347.67
				Office Supplies Total	\$1,728.73
Offsite Storage	EFT01104	2/23/2017	CHK	Iron Mountain	\$217.23
				Offsite Storage Total	\$217.23

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

Category	Check #	Check Date	Type	Vendor	Check Amount
Payroll	2307	2/3/2017	CHK	Payroll Check	\$222.15
Payroll	2325	2/17/2017	CHK	Payroll Check	\$361.81
Payroll	WDL000003967	2/3/2017	WDL	Direct Deposit 2/3/2017	\$79,081.08
Payroll	WDL000003968	2/3/2017	WDL	Direct Deposit 2/3/2017	\$8,581.88
Payroll	WDL000003975	2/3/2017	WDL	PR Tax - Federal	\$33,939.82
Payroll	WDL000003976	2/3/2017	WDL	PR Tax - State	\$7,080.93
Payroll	WDL000003977	2/3/2017	WDL	PR Tax - Federal	\$7,118.47
Payroll	WDL000003978	2/3/2017	WDL	PR Tax - State	\$1,780.05
Payroll	WDL000003980	2/3/2017	WDL	PR Tax - Federal	\$37.16
Payroll	WDL000003981	2/3/2017	WDL	PR Tax - State	\$2.17
Payroll	WDL000003985	2/17/2017	WDL	Direct Deposit 2/17/2017	\$77,315.72
Payroll	WDL000003990	2/17/2017	WDL	PR Tax - Federal	\$33,509.14
Payroll	WDL000003991	2/17/2017	WDL	PR Tax - State	\$7,106.93
				Payroll Total	\$256,137.31
Permit Fees	2341	2/23/2017	CHK	State Water Resources Control Board	\$720.00
				Permit Fees Total	\$720.00
Petty Cash	2312	2/9/2017	CHK	Karen Williams, Custodian of Petty Cash	\$286.48
				Petty Cash Total	\$286.48
Prop 84	2300	2/3/2017	CHK	San Bernardino County	\$900,000.00
Prop 84	2329	2/17/2017	CHK	Rancho California Water Dist	\$234,933.10
Prop 84	2338	2/17/2017	CHK	City of Rialto	\$3,720.43
Prop 84	2348	2/23/2017	CHK	City of Rialto	\$491.62
Prop 84	EFT01060	2/3/2017	CHK	Western Municipal Water District	\$8,781.16
Prop 84	EFT01089	2/17/2017	CHK	Orange County Water District	\$2,247.70
Prop 84	EFT01097	2/17/2017	CHK	City of Chino Hills	\$19,527.25
Prop 84	EFT01098	2/23/2017	CHK	Eastern Municipal Water District	\$16,068.78
Prop 84	EFT01099	2/23/2017	CHK	Western Municipal Water District	\$7,477.45
Prop 84	EFT01112	2/23/2017	CHK	City of Chino Hills	\$11,618.50
				Prop 84 Total	\$1,204,865.99
Safety	2343	2/23/2017	CHK	Cintas Corporation	\$26.38
Safety	2344	2/23/2017	CHK	Imagetech	\$108.07
Safety	EFT01074	2/9/2017	CHK	Underground Service Alert	\$268.50
				Safety Total	\$402.95
Shipping / Postage	2327	2/17/2017	CHK	Federal Express	\$47.60
Shipping / Postage	2332	2/17/2017	CHK	Pitney Bowes Purchase Power	\$1,005.00
				Shipping / Postage Total	\$1,052.60
Software	2296	2/3/2017	CHK	Konica Minolta Business Solutions	\$17,908.00
				Software Total	\$17,908.00
Utilities	2295	2/3/2017	CHK	Verizon Wireless	\$1,650.11
Utilities	2306	2/3/2017	CHK	Verizon Wireless	\$507.08
Utilities	2309	2/9/2017	CHK	Riverside, City of	\$1,766.03
Utilities	2311	2/9/2017	CHK	AT&T	\$1,079.70
Utilities	2313	2/9/2017	CHK	Southern California Edison	\$231.69
Utilities	2324	2/9/2017	CHK	Southern California Edison	\$31.12
Utilities	2328	2/17/2017	CHK	Verizon Wireless	\$14.16
				Utilities Total	\$5,279.89
				Grand Total	\$3,116,073.07

Accounts Payable

Checks	\$ 2,850,115.53
Wire Transfers	\$ 7,706.71
	<u>\$ 2,857,822.24</u>

Bank Fees

Take Care	\$ 2,113.52
Other	
Payroll	<u>\$ 256,137.31</u>

Total Disbursements for Feb 2017

\$ 3,116,073.07

Santa Ana Watershed Project Authority
 Consulting
 February 2017

Check #	Check Date	Task #	Task Description	Vendor Name	Total Contract	Check Amount	Remaining Contract Amount	Notes/Comments
EFT01108	2/23/2017	DEGR392-02	Social Media Support - EC TF	DeGrave Communications	\$ 30,000.00	\$ 2,997.85	\$ 6,506.08	
2319	2/9/2017	DUDK326-02	Reach V Rehabilitation and Improvement Project	Dudek	\$ 336,860.00	\$ 16,006.25	\$ 33,928.40	
2319	2/9/2017	DUDK326-05	Litigation Support	Dudek	\$ 25,000.00	\$ 1,505.00	\$ 20,055.00	
2349	2/23/2017	GEOS374-01	SAR WLA Model Update	GeoScience Support Services	\$ 249,800.00	\$ 837.50	\$ 246,056.25	
EFT01110	2/23/2017	HAMM326-01	Strategic Communication Services	Hammons Strategies	\$ 45,500.00	\$ 4,500.00	\$ 5,000.00	
EFT01065	2/3/2017	INSOL100-09	GP Software Annual Technical Support	Integrated System Solutions	\$ 3,000.00	\$ 49.50	\$ 1,327.50	
EFT01078	2/9/2017	INSOL100-09	GP Software Annual Technical Support	Integrated System Solutions	\$ 3,000.00	\$ 148.50	\$ 1,327.50	
EFT01105	2/23/2017	RMC504-401-01	SARCCUP Program Management Services	RMC Water and Environment	\$ 310,429.00	\$ 23,497.94	\$ 140,337.33	
EFT01082	2/9/2017	TRU240-18	2017 Brine Line Annual Review	Trussell Technologies	\$ 48,579.00	\$ 1,537.00	\$ 32,348.80	
EFT01084	2/9/2017	VALI326-02	Reach V Rehabilitation & Improvement - Construction Management	Vali Cooper & Associates, Inc.	\$ 1,445,209.00	\$ 86,624.67	\$ 57,129.63	
EFT01100	2/23/2017	WCA100-03-02	State Legislative Consulting Services FY16-18	West Coast Advisors	\$ 345,000.00	\$ 6,000.00	\$ 206,000.00	
						<u>\$ 143,704.21</u>		

COMMISSION MEMORANDUM NO. 2017.51

DATE: April 18, 2017
TO: SAWPA Commission
SUBJECT: Inter-Fund Borrowing – February 2017
PREPARED BY: Karen Williams, Chief Financial Officer

RECOMMENDATION

It is recommended that the Commission receive and file the informational report on short-term, cash-flow inter-fund borrowing.

DISCUSSION

On December 13, 2005, the Commission approved Resolution No. 452, Inter-Fund and Inter-Project Loan Policy. Staff was directed to bring back an accounting of the loans each month for review when the total exceeded \$250,000 in aggregate.

The following projects, with negative cash flow, are listed below with the amounts borrowed from SAWPA General Fund Reserves in February 2017. The total amount borrowed is over the aggregate \$250,000 amount recommended in Resolution No. 452, Inter-Fund and Inter-Project Loan Policy. The Commission has requested that this item be brought back each month as an informational item when the loan amount is over the \$250,000 aggregate amount.

Fund	Fund Name	01/31/17 Balance	Loan Receipts	New Charges	02/28/17 Balance
130	Proposition 84 Admin	\$67,573.58	(\$13,832.77)	\$15,154.67	\$68,895.48
135	Proposition 84 Admin R2	80,635.32	(0.00)	12,871.69	93,507.01
140	Proposition 84 Admin R3	28,442.47	(17,352.78)	7,906.49	18,996.18
145	Proposition 84 Admin R4	282,999.21	(0.00)	18,321.39	301,320.60
398	Proposition 1 – DACI Grant	40,278.00	(0.00)	5,916.13	46,194.13
477	LESJWA Administration	13,618.42	(14,894.08)	13,786.05	12,510.39
504	Prop 84 - Drought Projects	240,049.53	(273,252.01)	115,639.73	82,437.25
504	Prop 84 – SARCCUP Projects	104,995.05	(31,043.00)	27,497.54	101,449.59
	Total Funds Borrowed	\$858,591.58	(\$350,374.64)	\$217,093.69	\$725,310.63
	General Fund Reserves Balance		\$3,244,041.84		
	Less Amount Borrowed		<u>725,310.63</u>		
	Balance of General Fund Reserves		\$2,518,731.21		

The following table lists each fund that has a negative cash flow, the source of funding for the fund, how often the fund is billed, and the projected rate of payment for the fund.

NEGATIVE CASH-FLOW FUNDS

Fund No.	Source of Funding	Billing Frequency	Projected Payment Time
130,135,140, 145 – Proposition 84 Admin	DWR – Prop 84 Grant	Monthly	Up to 6 months
398 – Proposition 1 – DACI Grant	DWR – Prop 1 Grant	Monthly	Up to 6 months
477 – LESJWA Admin	Reimbursement from LESJWA	Monthly	2 to 4 weeks
504 - Proposition 84 Drought Projects	DWR – Prop 84 Grant	Monthly	Up to 6 months
504 – Proposition 84 SARCCUP Projects	DWR – Prop 84 Grant	Monthly	Up to 6 month

Fund 130

The outstanding balance of the funds due from DWR is the mandatory 10% retention from each invoice billed. Retention funds will not be released until the Proposition 84 Round I contract is completed in 2017.

Fund 135

This fund is for the administration of Proposition 84 Round II grant funds. These funds will be billed quarterly and 10% will be withheld for retention.

Fund 140

This fund is for the administration of Proposition 84 Drought Round grant funds. These funds will be billed monthly and 10% will be withheld for retention.

Fund 145

This fund is for the administration of Proposition 84 Round 2015 grant funds. These funds will be billed quarterly and 10% will be withheld for retention.

Fund 398

This fund is for the Proposition 1 DACI grant project. These funds will be billed monthly once the contracts with DWR have been signed.

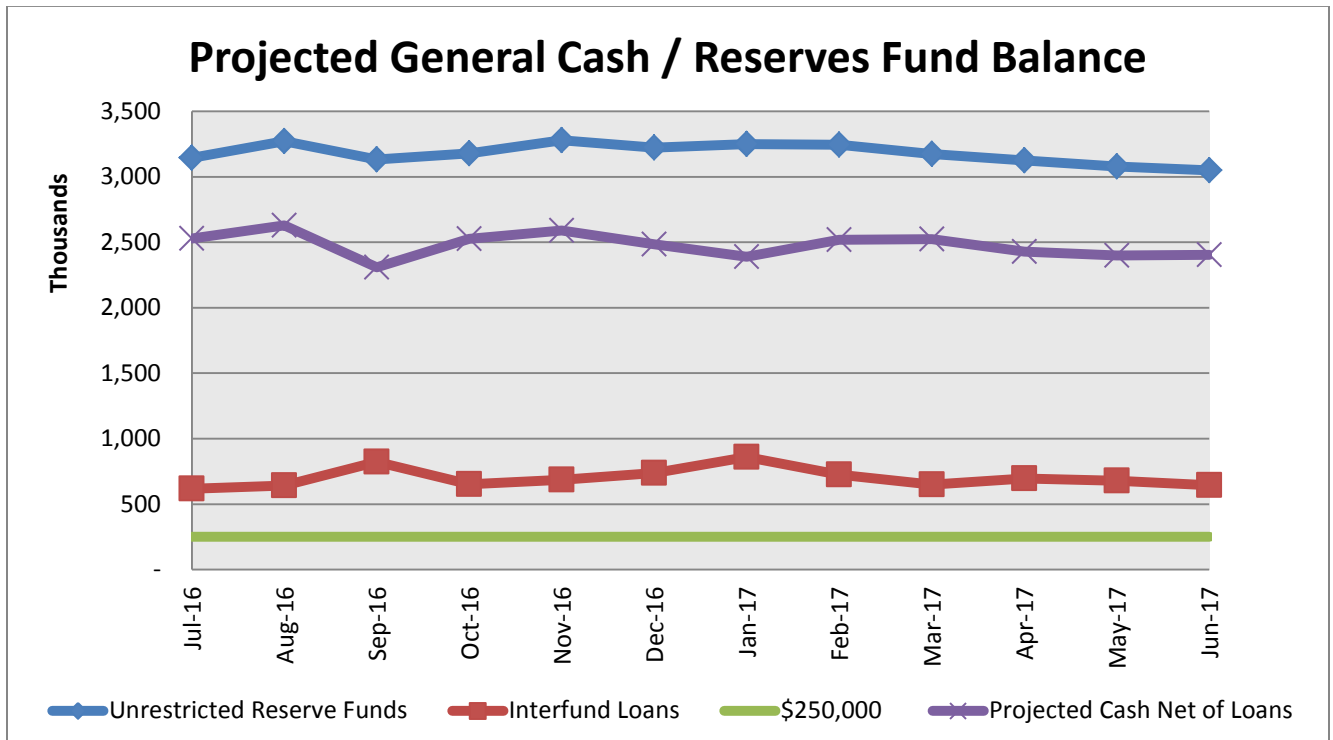
Fund 477

Each month LESJWA is billed the cost for administering the JPA. Once the bill is received, LESJWA submits payment within two weeks.

Fund 504

This fund is for the implementation of drought related projects and SARCCUP projects which are administered through PA-22 and PA23.

The following graph shows projected inter-fund loan balances, total unrestricted General Fund Reserves available for loans, and projected cash net of loans through June 2017. The projected loan balance is expected to remain over the \$250,000 aggregate limit through June 2017 because of Proposition 84 Grants, but can be covered by General Fund Reserves without a major impact on cash flow.



RESOURCE IMPACTS

The funds borrowed from the General Fund Reserves will be paid back with interest when the funding is received. Interfund loans for grants are not charged interest unless the grant contracts specifically states interest is eligible for reimbursement. There is sufficient cash available to cover proposed borrowings and to pay budgeted expenditures for the General Fund.

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COMMISSION MEMORANDUM NO. 2017.52

DATE: April 18, 2017
TO: SAWPA Commission
SUBJECT: Performance Indicators and Financial Reporting – February 2017
PREPARED BY: Karen Williams, Chief Financial Officer

RECOMMENDATION

It is recommended that the Commission receive and file staff's report.

DISCUSSION

The attached reports have been developed to keep the Commission informed as to SAWPA's business and budget performance. These reports are categorized into the following groups: financial reporting, cash and investments, and performance indicators. They are explained in detail below. As new reports are developed, they will be added for the Commission's review.

Financial Reporting

Balance Sheet by Fund Type	Lists total assets, liabilities, and equity by fund type for a given period.
Revenue & Expense by Fund Type	Lists total revenue and expenses by fund type for a given period.
Receivables Management	Shows total outstanding accounts receivable by age.
Open Task Order Schedule	Shows SAWPA's total outstanding obligation for open task orders.
Debt Service Funding Analysis	Shows total annual income by source used to make debt service payments through debt maturity at FYE 2033.
Debt Service Payment Schedule	Shows total debt service interest and principal payments through debt maturity at FYE 2033.

Cash and Investments

Total Cash and Investments (chart)	Shows the changes in cash and investments balance for the last twelve months.
Cash Balance & Source of Funds	Shows total cash and investments for all SAWPA funds and the types of investments held for each fund.
Cash & Investments (pie chart)	Shows total cash and investments for all SAWPA funds and the percentage of each investment type.
Reserve Account Analysis	Shows changes to each reserve account for the year and projected ending balance for each.
Twelve Month Security Schedule (chart)	Shows the maturity dates for securities held and percentage of securities in each category.
Treasurer's Report	Shows book and market value for both Treasury strips and securities held by the Agency.

Performance Indicators

Average Daily Flow by Month	Shows total flow in the SARI System by month compared to total treatment capacity owned. This is an indicator of the available capacity in the line. As we add yearly flows, it will show trends in flow throughout the year.
Summary of Labor Multipliers	Summarizes the information generated from the following two reports and compares the actual benefit and G&A Allocation rates to the total budgeted rates.
General Fund Costs	Lists total Fund No. 100 costs to date and the amount of those costs recovered through the G&A Allocation and member contributions.
Benefit Summary	Lists total employee benefit costs actual to budget and projects them through the end of the year. This report compares how the actual benefit rate compares to the budgeted rate.
Labor Hours Budget vs. Actual	Shows total budgeted hours for each project and compares them to the actual hours charged to each.

RESOURCE IMPACTS

Staff expects minimal impacts to SAWPA or its member agencies related to this effort.

Attachments:

- | | |
|---------------------------------------|---|
| 1. Balance Sheet by Fund Type | 9. Reserve Account Analysis |
| 2. Revenue & Expense by Fund Type | 10. Twelve-Month Maturity Schedule - Securities |
| 3. Accounts Receivable Aging Report | 11. Treasurer's Report |
| 4. Open Task Order Schedule | 12. Average Daily Flow by Month |
| 5. Debt Service Funding Analysis | 13. Summary of Labor Multipliers |
| 6. Debt Service Payment Schedule | 14. General Fund Costs |
| 7. Total Cash and Investments (chart) | 15. Benefits |
| 8. Cash Balance & Source of Funds | 16. Labor Hours Budgeted vs. Actual |

Santa Ana Watershed Project Authority
Balance Sheet by Fund Type
For the Seven Months Ending Tuesday, January 31, 2017

	Capital Projects	Grants/ Contracts	Planning	Collaborative Projects	SAWPA General	Brine Line Enterprise	Fund Totals
Assets							
Current Assets							
Cash and Investments	(\$2,724,708.44)	(\$449,172.64)	\$469,330.67	\$2,344,084.29	\$4,065,320.51	\$50,952,552.38	\$54,657,406.77
Accounts Receivable	0.00	3,661,737.10	0.00	95,749.00	46,218.89	2,104,837.31	5,908,542.30
Installment Notes Receivable	0.00	0.00	0.00	0.00	0.00	3,824,743.86	3,824,743.86
Interest Receivable	0.00	0.00	0.00	0.00	0.00	73,993.39	73,993.39
Prepays and Deposits	0.00	0.00	0.00	0.00	502,363.05	124,836.39	627,199.44
Total Current Assets	(2,724,708.44)	3,212,564.46	469,330.67	2,439,833.29	4,613,902.45	57,080,963.33	65,091,885.76
Fixed Assets							
Property, Plant & Equipment less accum depreciation	0.00	0.00	0.00	0.00	1,175,526.60	65,251,970.50	66,427,497.10
Work In Process	14,137,433.20	0.00	0.00	0.00	0.00	0.00	14,137,433.20
Total fixed assets	14,137,433.20	0.00	0.00	0.00	1,175,526.60	65,251,970.50	80,564,930.30
Other Assets							
Wastewater treatment/disposal rights, net of amortization	0.00	0.00	0.00	0.00	7,953.00	29,760,605.78	29,768,558.78
Inventory - Mitigation Credits	0.00	0.00	0.00	1,910,560.00	0.00	0.00	1,910,560.00
Total Other Assets	0.00	0.00	0.00	1,910,560.00	7,953.00	29,760,605.78	31,679,118.78
Total Assets	\$11,412,724.76	\$3,212,564.46	\$469,330.67	\$4,350,393.29	\$5,797,382.05	\$152,093,539.61	\$177,335,934.84
Liabilities and Fund Equity							
Current Liabilities							
Accounts Payable/Accrued Expenses	\$1,381,636.62	\$3,093,033.97	\$147.17	\$30,460.50	\$678,360.05	\$1,501,244.05	\$6,684,882.36
Accrued Interest Payable	0.00	0.00	0.00	0.00	0.00	313,728.28	313,728.28
Noncurrent Liabilities							
Long-term Debt	4,009,074.68	0.00	0.00	0.00	2,247,501.00	19,912,272.94	26,168,848.62
Deferred Revenue	0.00	0.00	0.00	0.00	0.00	75,229,441.50	75,229,441.50
Total Liabilities	5,390,711.30	3,093,033.97	147.17	30,460.50	2,925,861.05	96,956,686.77	108,396,900.76
Fund Equity							
Contributed Capital	0.00	0.00	0.00	0.00	0.00	20,920,507.03	20,920,507.03
Retained Earnings	6,063,498.44	343,590.42	196,942.89	3,936,709.81	2,112,501.49	33,593,996.49	46,247,239.54
Revenue Over/Under Expenditures	(41,484.98)	(224,059.93)	272,240.61	383,222.98	759,019.51	622,349.32	1,771,287.51
Total Fund Equity	6,022,013.46	119,530.49	469,183.50	4,319,932.79	2,871,521.00	55,136,852.84	68,939,034.08
Total Liabilities & Fund Equity	\$11,412,724.76	\$3,212,564.46	\$469,330.67	\$4,350,393.29	\$5,797,382.05	\$152,093,539.61	\$177,335,934.84

Santa Ana Watershed Project Authority
Revenue & Expenses by Fund Type
For the Seven Months Ending Tuesday, January 31, 2017

	Capital Projects	Grants/ Contracts	Planning	Collaborative Projects	SAWPA General	Brine Line Enterprise	Fund Totals
Operating Revenue							
Discharge Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,565,190.04	\$6,565,190.04
Grant Proceeds	0.00	2,796,219.12	0.00	0.00	0.00	0.00	2,796,219.12
Financing Proceeds	0.00	121,240.04	0.00	0.00	0.00	0.00	121,240.04
Total Operating Revenue	0.00	2,917,459.16	0.00	0.00	0.00	6,565,190.04	9,482,649.20
Operating Expenses							
Labor	0.00	207,637.31	127,147.32	36,574.85	916,989.47	489,868.29	1,778,217.24
Benefits	0.00	90,114.59	55,181.91	15,873.49	299,684.81	212,602.88	673,457.68
Indirect Costs	0.00	327,859.32	200,765.61	57,751.71	0.00	773,502.04	1,359,878.68
Education & Training	0.00	0.00	0.00	0.00	5,000.38	0.00	5,000.38
Consulting & Professional Services	41,484.98	270,744.44	0.00	280,218.91	122,130.25	47,427.60	762,006.18
Operating Costs	0.00	1,684.80	0.00	0.00	2,251.22	1,957,251.19	1,961,187.21
Repair & Maintenance	0.00	0.00	0.00	0.00	38,708.56	105,797.32	144,505.88
Phone & Utilities	0.00	0.00	0.00	0.00	32,171.40	3,955.70	36,127.10
Equipment & Computers	0.00	0.00	0.00	0.00	110,025.09	12,250.24	122,275.33
Meeting & Travel	0.00	350.48	4,723.51	414.06	8,846.70	591.45	14,926.20
Other Administrative Costs	0.00	10,223.82	12,232.93	0.00	52,083.35	19,173.30	93,713.40
Benefits Applied	0.00	0.00	0.00	0.00	25,989.94	0.00	25,989.94
Indirect Costs Applied	0.00	0.00	0.00	0.00	(1,572,764.16)	0.00	(1,572,764.16)
Other Expenses	0.00	0.00	0.00	0.00	19,638.89	81,846.89	101,485.78
Construction	0.00	2,569,060.66	0.00	0.00	0.00	0.00	2,569,060.66
Total Operating Expenses	41,484.98	3,477,675.42	400,051.28	390,833.02	60,755.90	3,704,266.90	8,075,067.50
Operating Income (Loss)	(41,484.98)	(560,216.26)	(400,051.28)	(390,833.02)	(60,755.90)	2,860,923.14	1,407,581.70
Nonoperating Income (Expense)							
Member Contributions	0.00	165,215.00	670,000.00	161,104.00	699,305.00	0.00	1,695,624.00
Other Agency Contributions	0.00	170,000.00	0.00	603,678.00	0.00	0.00	773,678.00
Interest Income	0.00	941.33	2,291.89	9,274.00	12,535.95	186,258.73	211,301.90
Interest Expense - Debt Service	0.00	0.00	0.00	0.00	0.00	(546,559.70)	(546,559.70)
Other Income	0.00	0.00	0.00	0.00	1,082.36	0.00	1,082.36
Use of Reserves	0.00	0.00	0.00	0.00	(32,473.14)	0.00	(32,473.14)
Total Nonoperating Income (Expense)	0.00	336,156.33	672,291.89	774,056.00	680,450.17	(360,300.97)	2,102,653.42
Excess Rev over (under) Exp	(<u>\$41,484.98</u>)	(<u>\$224,059.93</u>)	<u>\$272,240.61</u>	<u>\$383,222.98</u>	<u>\$619,694.27</u>	<u>\$2,500,622.17</u>	<u>\$3,510,235.12</u>

Aging Report
Santa Ana Watershed Project Authority
Receivables as of February 28, 2017

Customer Name	Project	Total	Current	0-30 Days	31-60 Days	61 and Over
City of Beaumont	Basin Monitoring	20,180.00				20,180.00
Chino Basin Desalter Authority	Brine Line	154,885.43		154,885.43		
Department of Water Resources	Prop 84, WECAN	1,805,789.27		151,937.47	128,729.94	1,525,121.86
Eastern Municipal Water District	Brine Line	142,555.00		142,555.00		
Inland Empire Utilities Agency	Brine Line	141,718.11		141,718.11		
Orange County Water District	Member Agency Contributions, SARCCUP Cost Share	77,043.00				77,043.00
San Bernardino Valley Municipal Water District	Brine Line, Basin Monitoring	180,132.51		89,689.07	90,443.44	
Western Municipal Water District	Brine Line, SARCCUP Cost Share	373,538.92		373,538.92		
Total Accounts Receivable		2,895,842.24	-	1,054,324.00	219,173.38	1,622,344.86

Santa Ana Watershed Project Authority
Open Task Orders Schedule
As of February 2017

Task Order No. Project Contracts	Vendor No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager
PO3326	1699	A Cone Zone	Traffic Control Instrument Rentals	07/01/2016	06/30/2017	\$ 1,000.00	\$ 1,700.00	\$ 2,700.00	\$ 2,004.94	\$ 695.06	Carlos Quintero
PO3330	1983	Airgas USA LLC	Compressed Gas	07/01/2016	06/30/2017	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 86.04	\$ 913.96	Carlos Quintero
WO2017-23	1503	Camet Research	SO-1 Special Water Quality Analysis	08/29/2016	06/30/2017	\$ 4,500.00		\$ 4,500.00	\$ 3,375.00	\$ 1,125.00	Carlos Quintero
CARO240-03	1508	Carollo Engineering	Financial Planning Update 2016	08/05/2014	12/31/2016	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 11,695.75	\$ 3,304.25	Rich Haller
CDM384-14	1575	CDM Smith	2016 Triennial Report for MSAR TMDL	10/01/2015	06/30/2017	\$ 48,950.00	\$ 9,870.00	\$ 58,820.00	\$ 48,950.00	\$ 9,870.00	Rick Whetsel
CDM386-11	1575	CDM Smith	SAR Bacteria Monitoring Program	12/07/2015	06/30/2017	\$ 337,635.00	\$ 5,000.00	\$ 342,635.00	\$ 295,058.59	\$ 47,576.41	Rick Whetsel
CDM374-01	1575	CDM Smith	Triennial Ambient Water Quality Update Precomputation	08/15/2016	06/30/2017	\$ 349,960.00	\$ 19,200.00	\$ 369,160.00	\$ 95,463.50	\$ 273,696.50	Mark Norton
CDM374-02	1575	CDM Smith	CEQA Supplemental document & analysis for BPA	09/27/2016	04/30/2017	\$ 29,527.00		\$ 29,527.00	\$ 29,005.00	\$ 522.00	Mark Norton
CDM384-15	1575	CDM Smith	CBRP Implementation Support	02/08/2017	06/30/2017	\$ 12,135.00	\$ -	\$ 12,135.00		\$ 12,135.00	Mark Norton
Construction	2053	Charles King Company Inc	IEBL Reach V Rehabilitation & Improvement - Phase 1	10/31/2014	03/11/2016	\$ 12,561,316.00	\$ (4,375.12)	\$ 12,556,940.88	\$ 5,584,956.32	\$ 6,971,984.56	David Ruhl
WO2017-19	2070	City of Colton Police Department	Enforcement Santa Ana River Main Stem	08/10/2016	06/30/2017	\$ 6,200.00	\$ -	\$ 6,200.00	\$ 1,325.21	\$ 4,874.79	Ian Achimore
PO3285	2110	Community Action Partnership of San Bernardino	Green House Gas Contract - WECAN	06/20/2016	09/30/2017	\$ 868,153.00		\$ 868,153.00		\$ 868,153.00	Mike Antos
PO3289	2112	Community Action Partnership of Orange County	Green House Gas Contract - WECAN	06/27/2016	09/30/2017	\$ 16,628.00		\$ 16,628.00		\$ 16,628.00	Mike Antos
PO3377	2128	Community Action Partnership of Riverside	Green House Gas Contract - WECAN	10/31/2016	09/30/2017	\$ 85,000.00		\$ 85,000.00		\$ 85,000.00	Mike Antos
CVS504-301-01	1880	CV Strategies	FAQ on Conservation Based Rates	11/29/2016	06/30/2017	\$ 25,000.00		\$ 25,000.00	\$ 9,986.25	\$ 15,013.75	Ian Achimore
WO2016-37	1486	David Jenkins & Associates Inc	Third Party Review Trussell Technology's Brine Line Evaluation	02/27/2016	06/30/2016	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 16,804.72	\$ 3,195.28	Rich Haller
DEGR392-02	2086	DeGrave Communications	Social Media Support - EC TF	08/15/2016	06/30/2017	\$ 30,000.00		\$ 30,000.00	\$ 23,493.92	\$ 6,506.08	Mark Norton
DOUG240-01	2032	Douglas Environmental Group	Meter Calibration	06/29/2015	06/30/2017	\$ 34,330.00	\$ -	\$ 34,330.00	\$ 22,000.00	\$ 12,330.00	Carlos Quintero
DUDK326-02	1969	Dudek	Reach V Rehabilitation and Improvement Project	10/28/2014	04/30/2017	\$ 214,650.00	\$ 122,210.00	\$ 336,860.00	\$ 302,931.60	\$ 33,928.40	David Ruhl
DUDK326-04	1969	Dudek	Reach V Rehabilitation and Improvement Project Phase 2 Engineering	03/02/2016	04/30/2017	\$ 64,300.00	\$ -	\$ 64,300.00	\$ 55,386.50	\$ 8,913.50	David Ruhl
DUDK326-05	1969	Dudek	Litigation Support	11/28/2016	12/31/2017	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 4,945.00	\$ 20,055.00	David Ruhl
DUDK326-06	1969	Dudek	Reach V Rehabilitation - Phase I, Tasks 3-4	03/03/2017	06/30/2018	\$ 134,900.00		\$ 134,900.00		\$ 134,900.00	David Ruhl
ECOT397-01	2097	Ecotech	WECAN Landscaping Project	05/26/2016	09/30/2017	\$ 1,300,000.00		\$ 1,300,000.00	\$ 237,637.50	\$ 1,062,362.50	Mike Antos
WO2017-02	1404	E S Babcock	Brine Line Sample Collection & Analysis	07/12/2016	06/30/2017	\$ 87,000.00		\$ 87,000.00	\$ 34,890.00	\$ 52,110.00	Carols Quintero
GEOS374-01	2132	GeoScience Support Service	SAR WLA Model Update	02/01/2017	06/30/2018	\$ 249,800.00		\$ 249,800.00	\$ 3,743.75	\$ 246,056.25	Mark Norton
GMC397-01	2098	Green Media Creations	WECAN Outreach and Management	05/26/2016	09/30/2017	\$ 170,000.00	\$ -	\$ 170,000.00	\$ 81,946.80	\$ 88,053.20	Mike Antos
HAMM326-01	2105	Hammons Strategies	Strategic Communication Services	05/24/2016	03/17/2017	\$ 18,500.00	\$ 27,000.00	\$ 45,500.00	\$ 40,500.00	\$ 5,000.00	Rich Haller
HAZ240-06	1349	Haz Mat Trans Inc	On Call Debris Hauling and Disposal	06/29/2015	06/30/2017	\$ 35,040.00	\$ -	\$ 35,040.00	\$ 29,462.06	\$ 5,577.94	Carlos Quintero
HAZ240-07	1349	Haz Mat Trans Inc	On Call Draining and Emergency Clean Up	06/29/2015	06/30/2017	\$ 98,215.00	\$ -	\$ 98,215.00	\$ 5,055.00	\$ 93,160.00	Carlos Quintero
HOU240-01	2075	Houston Harris PCS Inc	On Call Pipeline Inspection Services	06/18/2015	06/30/2017	\$ 48,083.00	\$ -	\$ 48,083.00	\$ 20,141.25	\$ 27,941.75	Carlos Quintero
HOU240-02	2075	Houston Harris PCS Inc	Brine Line On Call Pipeline Cleaning Services	06/16/2015	06/30/2017	\$ 318,120.00	\$ 225,000.00	\$ 543,120.00	\$ 228,037.50	\$ 315,082.50	Carlos Quintero
WO2017-09	1032	Inland Empire Utilities Agency	Reach IV-A Upper Support	07/01/2016	06/30/2017	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	Carlos Quintero
INN240-02	1450	Innerline Engineering Inc	Brine Line On-Call Line Cleaning	06/29/2015	06/30/2017	\$ 46,900.00	\$ 50,000.00	\$ 96,900.00	\$ 58,091.34	\$ 38,808.66	Carlos Quintero
PO3331	2058	K&H Metals and Supplies	Materials & Supplies	07/01/2016	06/30/2017	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 852.25	\$ 1,147.75	Carlos Quintero
PO3375	2124	Local Government Commission	Civic Spark WaterCorps Services	10/17/2016	09/30/2017	\$ 37,000.00		\$ 37,000.00	\$ 16,818.23	\$ 20,181.77	Mike Antos
NATU240-02	1873	Natures Image Inc	ROW Maintenance	07/01/2015	06/30/2017	\$ 17,496.00	\$ -	\$ 17,496.00	\$ 11,096.14	\$ 6,399.86	Carlos Quintero
N&M326-01	2071	Ninyo & Moore Geotechnical & Environmental	Materials Testing - Reach V	06/04/2015	06/30/2016	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 41,735.00	\$ 8,265.00	David Ruhl
OMNI504-301-01	2085	OmniEarth Inc	Web Based Water Consumption Reporting	09/21/2015	12/31/2017	\$ 1,500,000.00	\$ -	\$ 1,500,000.00	\$ 709,324.00	\$ 790,676.00	Mark Norton

Santa Ana Watershed Project Authority
Open Task Orders Schedule
As of February 2017

Task Order No. Project Contracts	Vendor No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager
PO3280	1519	Orange County Coastkeeper	Green House Gas Contract - WECAN	06/07/2016	12/31/2017	\$ 92,520.00		\$ 92,520.00	\$ 71,003.62	\$ 21,516.38	Mike Antos
WO2017-15	1142	Orange County Water District	Bacteroides Analysis	07/01/2016	06/30/2017	\$ 25,000.00	\$ -	\$ 25,000.00		\$ 25,000.00	Rick Whetsel
WO2017-33	2018	Pechanga Band of Luiseno Indians	IE Brine Line Reach V Rehab Task 4 - Tribal Monitoring	01/24/2017	06/30/2017	\$ 7,200.00		\$ 7,200.00	\$ 1,066.00	\$ 6,134.00	David Ruhl
PR1240-01	2077	PRIMETECH Construction	On Call Potholing	06/29/2015	06/30/2017	\$ 34,400.00	\$ -	\$ 34,400.00	\$ -	\$ 34,400.00	Carlos Quintero
WO2016-16	2078	Ramtech Laboratories	Sampling	07/30/2015	06/30/2016	\$ 35,000.00	\$ 15,000.00	\$ 50,000.00	\$ 38,999.00	\$ 11,001.00	David Ruhl
PO3327	1975	Republic Services	Disposal Fee	07/01/2016	06/30/2017	\$ 10,000.00		\$ 10,000.00	\$ 1,656.49	\$ 8,343.51	Carlos Quintero
RESO504-301-01	1297	Resource Strategies Inc	OWOW 2014 Emergency Drought Implementation	03/10/2015	10/01/2016	\$ 38,050.00	\$ 130,745.00	\$ 168,795.00	\$ 168,685.00	\$ 110.00	Dean Unger
RISK374-06	1174	Risk Sciences	Basin Monitoring TF	07/27/2016	06/30/2017	\$ 73,000.00	\$ -	\$ 73,000.00	\$ 32,799.32	\$ 40,200.68	Mark Norton
RISK384-08	1174	Risk Sciences	MSAR TMDL Task Force	07/12/2015	06/30/2017	\$ 87,300.00	\$ -	\$ 87,300.00	\$ 22,058.47	\$ 65,241.53	Rick Whetsel
RMC504-401-01	1980	RMC Water and Environment	SARCCUP Program Mgmt Services	09/12/2016	06/30/2017	\$ 310,429.00		\$ 310,429.00	\$ 170,091.67	\$ 140,337.33	Mark Norton
SAWA323-01	1420	Santa Ana Watershed Association	Habitat Mitigation in Prado Basin	01/29/2010	12/31/2016	\$ 245,000.00	\$ -	\$ 245,000.00	\$ 219,953.71	\$ 25,046.29	Carlos Quintero
SRI504-301-02	2009	Statistical Research Inc	Image Analysis & Outdoor area measurement	03/17/2016	12/31/2016	\$ 162,204.00	\$ 7,640.00	\$ 169,844.00	162,203.99	\$ 7,640.01	Dean Unger
SRI504-301-03	2009	Statistical Research Inc	Aerial Mapping - Dead vegetation classification	03/08/2017	05/01/2017	\$ 35,043.00		\$ 35,043.00		\$ 35,043.00	Dean Unger
TKE240-02	1995	TKE Engineering & Planning	Brine Line On-Call Land Surveying Services	06/26/2015	06/30/2017	\$ 30,300.00	\$ -	\$ 30,300.00	\$ 6,550.00	\$ 23,750.00	Carlos Quintero
PO3324	1961	Trench Shoring Inc	Facility Repair & Maintenance	07/01/2016	06/30/2017	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,919.52	\$ 80.48	Carlos Quintero
PO3328	1974	Tripac Marketing	Misc Maintenance Items	07/01/2016	06/30/2017	\$ 5,000.00		\$ 5,000.00	\$ 879.27	\$ 4,120.73	Carlos Quintero
TRU240-14	1915	Trussell Technologies Inc	S-01 Monitoring Point - Stinger-Probe Evaluation	06/12/2015	06/30/2016	\$ 25,016.00	\$ -	\$ 25,016.00	\$ 1,254.00	\$ 23,762.00	Rich Haller
TRU240-18	1915	Trussell Technologies Inc	2017 Brine Line Annual Review	09/22/2016	06/30/2017	\$ 48,579.00	\$ -	\$ 48,579.00	\$ 16,230.20	\$ 32,348.80	Rich Haller
TRU240-19	1915	Trussell Technologies Inc	Water Quality Monitoring Investigation	01/06/2017	06/30/2017	\$ 34,638.00		\$ 34,638.00	\$ 1,744.00	\$ 32,894.00	Rich Haller
PO3329	1771	United Storm Water Inc	Dewatering Bins, Ramps, Hauling Services	07/01/2016	06/30/2017	\$ 10,000.00		\$ 10,000.00	\$ 3,991.90	\$ 6,008.10	Carlos Quinto
VALI326-02	2034	Vali Cooper & Associates Inc	Reach V Rehabilitation & Improvements - Construction Management	10/28/2014	12/31/2016	\$ 818,610.00	\$ 626,599.00	\$ 1,445,209.00	\$ 1,388,079.37	\$ 57,129.63	David Ruhl
VALI326-03	2034	Vali Cooper & Associates Inc	Reach V Rehabilitation & Improvements Phase 2	02/25/2016	12/31/2016	\$ 196,380.00	\$ -	\$ 196,380.00	\$ 125,385.49	\$ 70,994.51	David Ruhl
PO3379 Construction	1853	WEKA	IEBL Reach V Rehab & Improvement Phase 1, Tasks 1-2	09/13/2016	01/18/2017	\$ 2,044,602.00	\$ 13,484,859.00	\$ 15,529,461.00	\$ 2,304,711.54	\$ 13,224,749.46	David Ruhl
WO2017-01	1217	Western Municipal Water District	Brine Line Operations & Maintenance	07/01/2016	06/30/2017	\$ 117,000.00		\$ 117,000.00	\$ 71,107.62	\$ 45,892.38	David Ruhl
Annual Support Contracts											
ACS100-08	1842	Accent Computer Solutions	IT Support	03/23/2016	05/01/2017	\$ 36,750.00	\$ 4,800.00	\$ 41,550.00	\$ 41,038.00	\$ 512.00	Dean Unger
INSOL100-09	1648	Integrated Systems Solutions	GP Software Annual Technical Support	08/15/2016	06/30/2017	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 1,672.50	\$ 1,327.50	Dean Unger
INSOL100-08	1648	Integrated Systems Solutions	GP Upgrade and Encryption	08/15/2015	11/01/2016	\$ 5,940.00	\$ -	\$ 5,940.00	\$ 429.00	\$ 5,511.00	Dean Unger
PO3322	1544	County of Riverside	Gas for Vehicles	07/01/2016	06/30/2017	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 3,037.71	\$ 4,962.29	Carlos Quintero
PO3323	2067	County of Riverside/Transportation	Diesel Fuel	07/01/2016	06/30/2017	\$ 4,000.00		\$ 4,000.00	\$ 1,788.20	\$ 2,211.80	Carlos Quintero
PO3325	2038	Riverside Transmission Center	Agency Vehicle Maintenance	07/01/2016	06/30/2017	\$ 3,500.00	\$ 3,000.00	\$ 6,500.00	\$ 4,414.82	\$ 2,085.18	Carlos Quintero
STET100-01	2052	Stetson Engineers Inc	Resilience-based Project Scoring Rubric	02/12/2015	02/28/2016	\$ 29,900.00	\$ -	\$ 29,900.00	\$ 22,239.82	\$ 7,660.18	Larry McKenney
TTD100-02	2096	The Technology Depot	Phone System Support	09/06/2016	06/30/2017	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 1,530.00	\$ 2,470.00	Dean Unger
TECH100-01	2095	Technology Systems	Website Tasks Support	01/19/2016	06/30/2016	\$ 3,400.00	\$ -	\$ 3,400.00	\$ 1,700.00	\$ 1,700.00	Dean Unger
WCA100-03-02	1326	West Coast Advisors	State Legislative Consulting Services FY16-18	11/24/2015	12/31/2018	\$ 345,000.00	\$ -	\$ 345,000.00	\$ 139,000.00	\$ 206,000.00	Celeste Cantú
WNDE100-04	1449	White Nelson Diehl Evans LLC	SAWPA Auditing Services	03/08/2016	06/30/2017	\$ 25,725.00	\$ -	\$ 25,725.00	\$ 23,675.00	\$ 2,050.00	Karen Williams
										\$ 25,480,377.49	

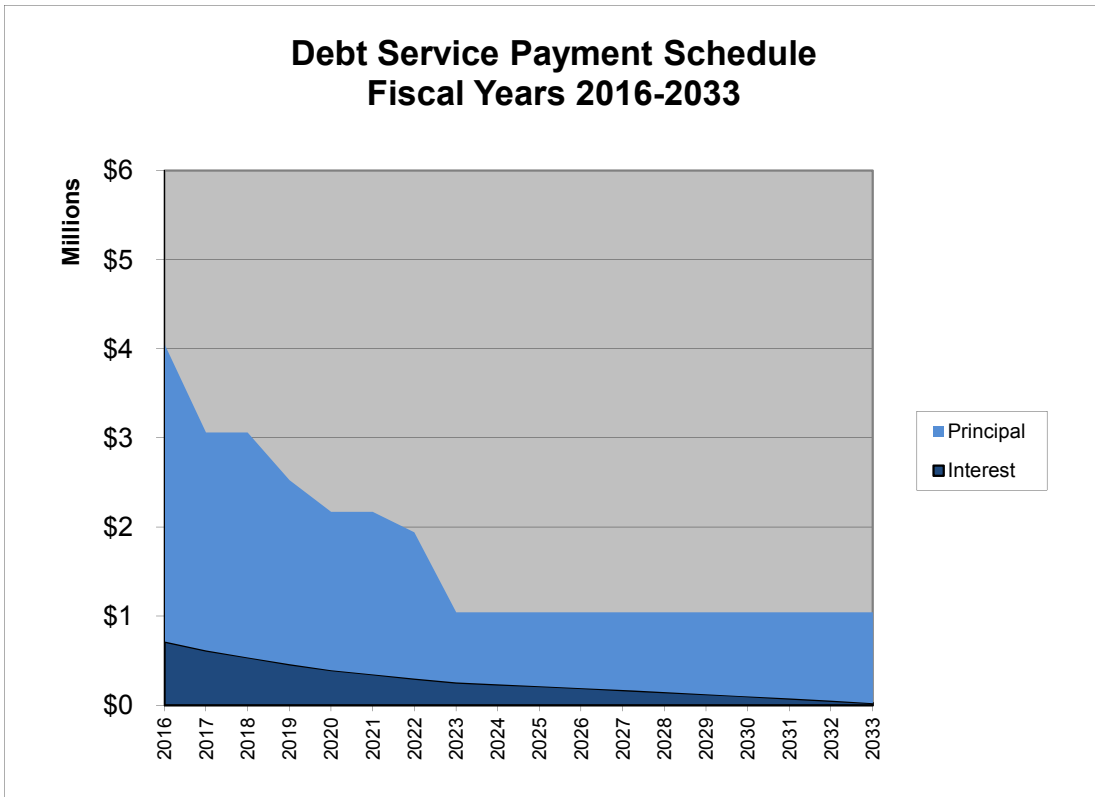
Santa Ana Watershed Project Authority
 Brine Line Debt Service Funding Analysis
 February 28, 2017

FYE	T-Strip Maturity	Capacity Loan Receipts	Rates	Loan Pymts	Interest Earned *	Excess Cash	Ending Cash Balance
	Beginning Balance						3,223,985
2016	1,824,000	795,772	1,044,000	(4,054,945)	96,720	(294,454)	2,929,531
2017	949,000	795,772	1,044,000	(3,060,725)	58,591	(213,362)	2,716,169
2018	949,000	795,772	1,044,000	(3,060,725)	54,323	(217,629)	2,498,540
2019	395,000	528,582	1,044,000	(2,526,801)	49,971	(509,248)	1,989,292
2020	395,000	-	1,044,000	(2,170,551)	39,786	(691,765)	1,297,527
2021	395,000	-	1,044,000	(2,170,551)	25,951	(705,600)	591,927
2022	395,000	-	1,044,000	(1,943,236)	11,839	(492,398)	99,529
2023	-	-	1,044,000	(1,044,273)	1,991	1,717	101,247
2024	-	-	1,044,000	(1,044,273)	2,025	1,752	102,998
2025	-	-	1,044,000	(1,044,273)	2,060	1,787	104,785
2026	-	-	1,044,000	(1,044,273)	2,096	1,822	106,607
2027	-	-	1,044,000	(1,044,273)	2,132	1,859	108,466
2028	-	-	1,044,000	(1,044,273)	2,169	1,896	110,362
2029	-	-	1,044,000	(1,044,273)	2,207	1,934	112,296
2030	-	-	1,044,000	(1,044,273)	2,246	1,973	114,269
2031	-	-	1,044,000	(1,044,273)	2,285	2,012	116,281
2032	-	-	1,044,000	(1,044,273)	2,326	2,052	118,334
2033	-	-	1,044,000	(1,044,273)	2,367	2,094	120,427
	5,302,000	2,915,898	18,792,000	(30,474,539)	361,083	(3,103,558)	120,427

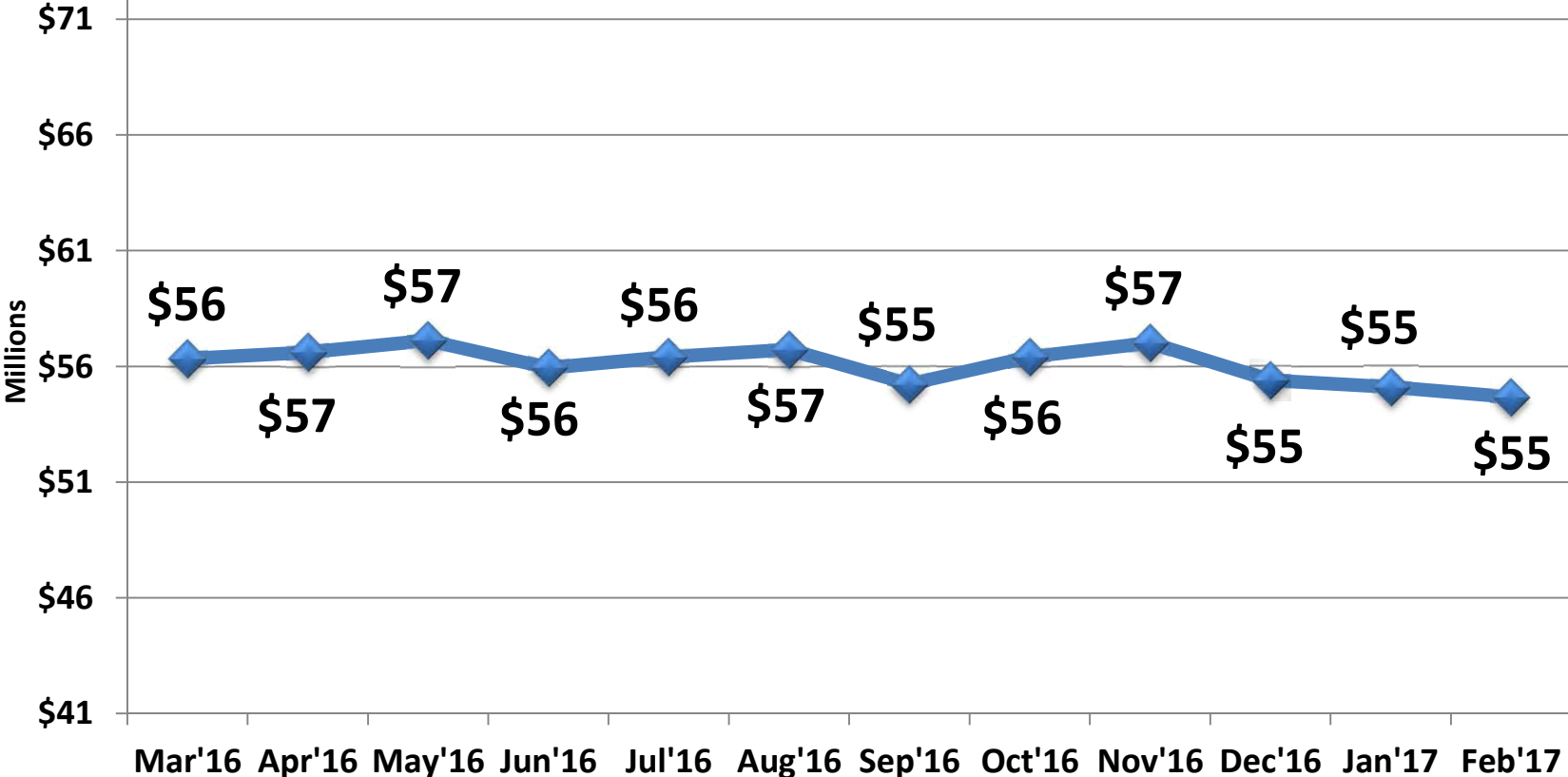
*Interest earned is based on a conservative 2.00% average return over the period

Santa Ana Watershed Project Authority
 Brine Line Debt Service Payment Schedule
 February 28, 2017

FYE	Interest	Principal	Total Payment	Remaining Principal
2016	716,441	3,338,504	4,054,945	22,152,302
2017	615,366	2,445,358	3,060,725	19,706,943
2018	539,727	2,520,997	3,060,725	17,185,946
2019	461,459	2,065,342	2,526,801	15,120,604
2020	395,403	1,775,147	2,170,551	13,345,457
2021	348,294	1,822,257	2,170,551	11,523,199
2022	299,932	1,643,304	1,943,236	9,879,895
2023	256,877	787,396	1,044,273	9,092,499
2024	236,405	807,868	1,044,273	8,284,631
2025	215,400	828,873	1,044,273	7,455,758
2026	193,850	850,424	1,044,273	6,605,335
2027	171,739	872,535	1,044,273	5,732,800
2028	149,053	895,220	1,044,273	4,837,580
2029	125,777	918,496	1,044,273	3,919,084
2030	101,896	942,377	1,044,273	2,976,707
2031	77,394	966,879	1,044,273	2,009,828
2032	52,256	992,018	1,044,273	1,017,810
2033	26,463	1,017,810	1,044,273	0



Total Cash & Investments





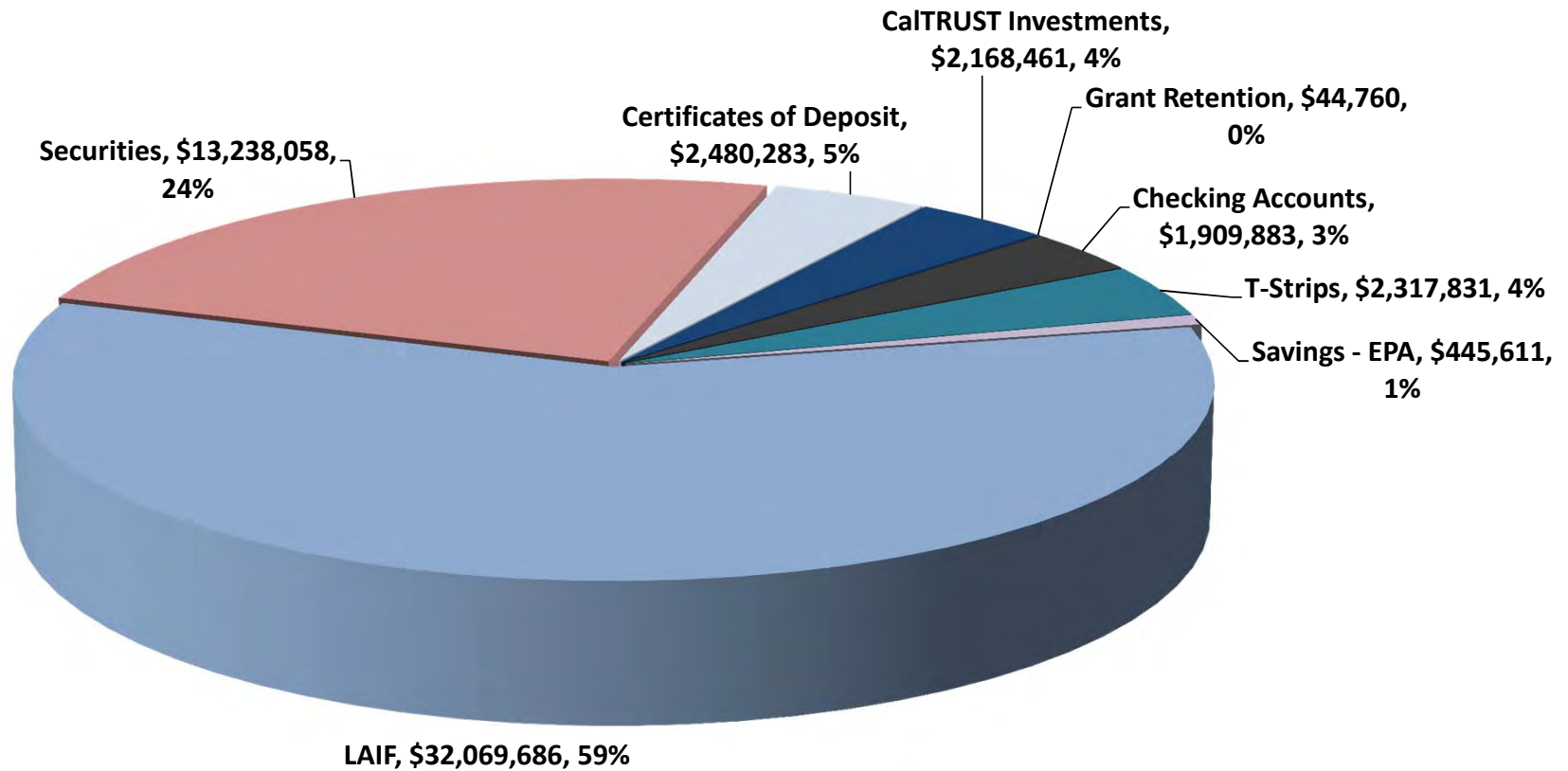
CASH BALANCE & SOURCE OF FUNDS

February 28, 2017

Reserve Accounts		Cash and Investments								
	Total	Checking (Cash)	CalTRUST Investments	LAIF Account	Savings EPA	Investment Securities	Certificates of Deposit	Treasury Strips	Grant Retention	Total
100 General Fund	\$ 2,518,731	1,909,883	-	608,848	-	-	-	-	-	\$ 2,518,731
100 Building Reserve	\$ 816,795	-	-	816,795	-	-	-	-	-	\$ 816,795
370 Basin Planning General	\$ 180,636	-	-	180,636	-	-	-	-	-	\$ 180,636
370 USBR Partnership Studies	\$ 22,145	-	-	22,145	-	-	-	-	-	\$ 22,145
373 Watershed Management Plan	\$ 202,837	-	-	202,837	-	-	-	-	-	\$ 202,837
240 Self Insurance Reserve	\$ 3,804,255	-	-	3,804,255	-	-	-	-	-	\$ 3,804,255
240 Brine Line Debt Retirement	\$ 5,432,984	-	-	3,115,153	-	-	-	2,317,831	-	\$ 5,432,984
240 Brine Line - Pipeline Replacement	\$ 16,986,859	-	-	1,268,518	-	13,238,058	2,480,283	-	-	\$ 16,986,859
240 Brine Line - OCSD Rehabilitation	\$ 7,323,218	-	2,168,461	5,154,757	-	-	-	-	-	\$ 7,323,218
240 Brine Line - Capacity Management	\$ 7,815,783	-	-	7,815,783	-	-	-	-	-	\$ 7,815,783
240 Brine Line - OCSD Future Capacity	\$ 1,721,404	-	-	1,721,404	-	-	-	-	-	\$ 1,721,404
240 Brine Line - Flow Imbalance Reserve	\$ 84,418	-	-	84,418	-	-	-	-	-	\$ 84,418
240 Brine Line - Operating Reserve	\$ 4,528,589	-	-	4,528,589	-	-	-	-	-	\$ 4,528,589
401 Legal Defense Fund	\$ 445,611	-	-	-	445,611	-	-	-	-	\$ 445,611
372 Imported Water Recharge	\$ 12,647	-	-	12,647	-	-	-	-	-	\$ 12,647
374 Basin Monitoring Program TF	\$ 700,183	-	-	700,183	-	-	-	-	-	\$ 700,183
381 SAR Fish Conservation	\$ 191,917	-	-	191,917	-	-	-	-	-	\$ 191,917
384 Middle SAR TMDL TF	\$ 249,478	-	-	249,478	-	-	-	-	-	\$ 249,478
386 RWQ Monitoring TF	\$ 193,228	-	-	193,228	-	-	-	-	-	\$ 193,228
387 Mitigation Bank Credits	\$ 961,815	-	-	961,815	-	-	-	-	-	\$ 961,815
392 Emerging Constituents TF	\$ 100,871	-	-	100,871	-	-	-	-	-	\$ 100,871
397 Energy - Water DAC Grant	\$ 335,409	-	-	335,409	-	-	-	-	-	\$ 335,409
500 Prop 13 - Grant Retention	\$ 44,760	-	-	-	-	-	-	-	44,760	\$ 44,760
	\$ 54,674,573	\$ 1,909,883	\$ 2,168,461	\$ 32,069,686	\$ 445,611	\$ 13,238,058	\$ 2,480,283	\$ 2,317,831	\$ 44,760	\$ 54,674,573

Cash & Investments - February 2017

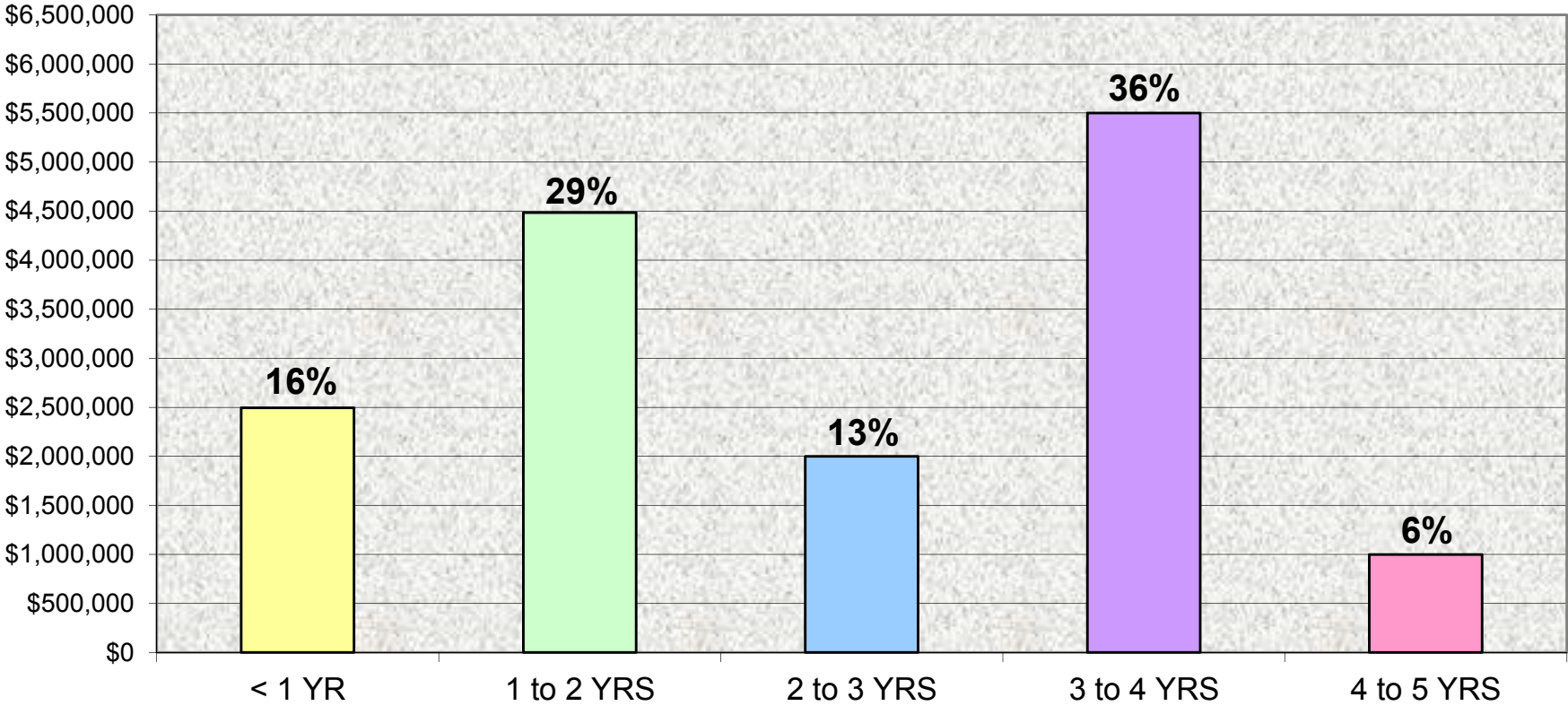
\$54,674,573



Santa Ana Watershed Project Authority
Reserve Account Analysis
February 28, 2017

Reserve Account	Balance @ 6/30/2016	Interest Earned	Fund Contributions	Loan/T-Strip Receipts	Debt Service Payments	Inter-Fund Loans	Fund Expenses	Balance @ 2/28/2017	Estimated Fund Changes	Balance @ 6/30/2017
Brine Line Operating Reserve	3,790,275	13,977	7,025,258				(6,300,921)	4,528,589	-	4,528,589
Flow Imbalance Reserve	83,084	479	855					84,418	-	84,418
OCSD Future Capacity	1,711,499	9,905						1,721,404	-	1,721,404
Capacity Management	7,197,751	29,138	588,894					7,815,783	-	7,815,783
Pipeline Replacement	19,919,329	72,528	666,667				(3,671,664)	16,986,859	1,680,001	18,666,860
OCSD Rehabilitation	6,949,290	40,587	333,341					7,323,218	166,659	7,489,876
Debt Retirement	3,954,338	20,053	1,383,105	601,188	(2,843,531)			3,115,153	(1,373,812)	1,741,341
Self Insurance	3,717,788	19,801	66,667					3,804,255	33,333	3,837,588
General Fund	2,267,163	14,124	702,051			(725,311)	260,704	2,518,731	-	2,518,731
Building Reserve	726,622	4,549	100,000				(14,376)	816,795	-	816,795
	46,325,606	225,141	10,866,838	601,188	(2,843,531)	(725,311)	(9,726,257)	48,715,205	506,180	49,221,385

Twelve Month Maturity Schedule Securities



Investment T-Strips
 Safekeeping US Bank

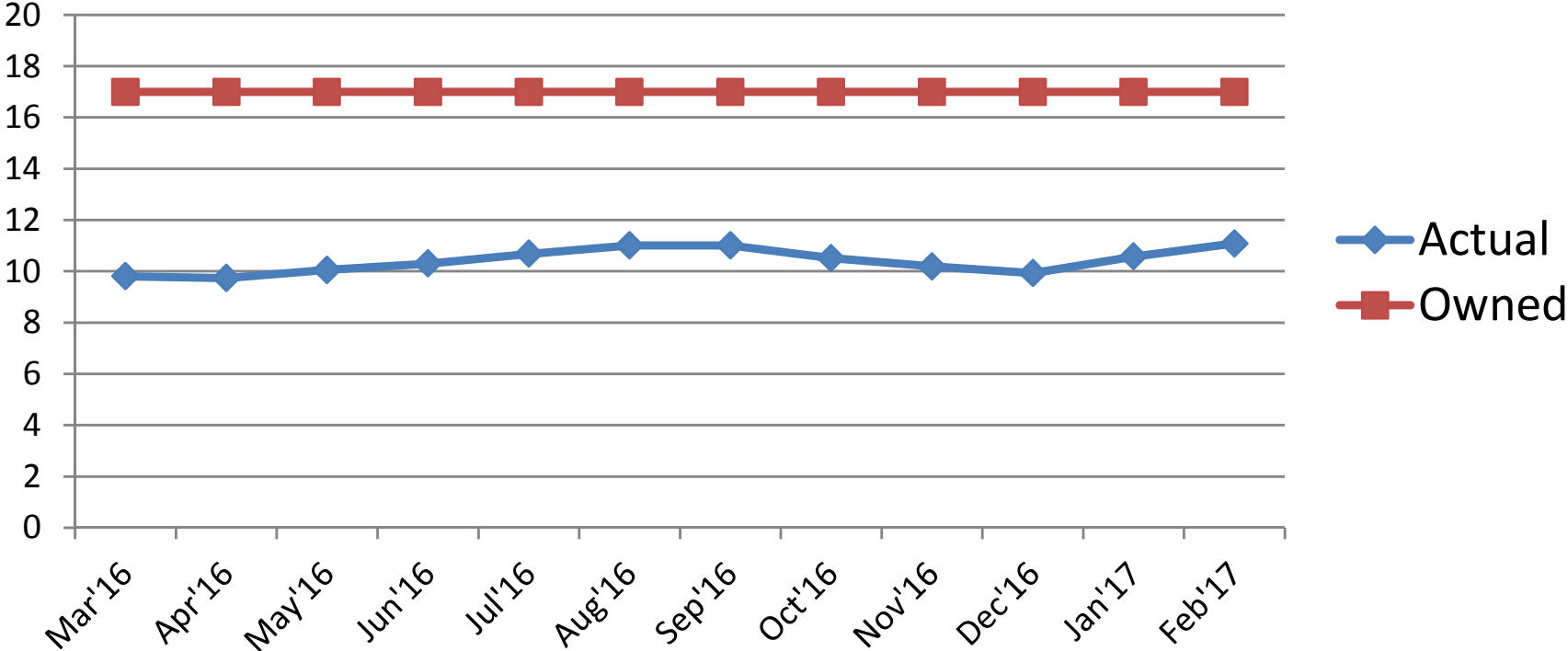
SAWPA
TREASURER'S REPORT
 As of February 28, 2017

T-STRIPS	Debt	Purchase Date	Maturity Date	PAR	Cost	Initial Discount	Current Discount	Book Value	Market Value	Interest Rate
USB	WEST RIV	07/09/1999	11/15/2017	334,000.00	106,493.00	227,507.44	66,752.26	267,247.74	331,425.86	6.33%
USB	WEST RIV	07/12/1999	05/15/2018	440,000.00	139,634.00	300,366.00	88,047.98	351,952.02	436,281.78	6.36%
USB	TVRI	02/11/2000	05/15/2020	1,580,000.00	485,356.25	1,094,643.75	371,081.77	1,208,918.23	1,539,213.89	6.41%
				\$ 2,354,000.00	\$ 731,483.25	\$ 1,622,517.19	\$ 525,882.01	1,828,117.99	\$ 2,306,921.53	6.37%

Investment Commercial
 Safekeeping US Bank

Type	Security	Purchase Date	Maturity Date	Unit Cost	Cost	Principal	Current Value	Market Value	Interest Rate
Agency	FHLMC	3/27/2014	3/27/2019	109.33	\$ 546,650.00	\$ 500,000.00	\$ 500,000.00	525,091.50	3.75%
Agency	FHLMC	6/10/2014	3/8/2017	100.69	\$ 1,006,919.00	\$ 1,000,000.00	\$ 1,000,000.00	1,000,169.00	1.00%
Agency	FHLMC	9/16/2016	8/12/2021	100.00	\$ 990,060.00	\$ 1,000,000.00	\$ 1,000,000.00	967,196.00	1.125%
Agency	FHLB	5/26/2015	6/14/2019	100.80	\$ 504,015.00	\$ 500,000.00	\$ 500,000.00	502,828.00	1.63%
Agency	FHLB	11/18/2015	8/28/2017	99.78	\$ 499,030.00	\$ 500,000.00	\$ 500,000.00	500,142.50	0.75%
Agency	FHLB	6/16/2016	6/12/2020	102.61	\$ 1,026,088.00	\$ 1,000,000.00	\$ 1,000,000.00	1,001,586.00	1.75%
Agency	FNMA	3/27/2014	2/19/2019	100.40	\$ 501,975.00	\$ 500,000.00	\$ 500,000.00	505,768.00	1.88%
Agency	FNMA	3/27/2013	3/27/2018	100.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	999,994.00	1.00%
Agency	FNMA	12/28/2015	12/28/2020	100.21	\$ 1,002,140.00	\$ 1,000,000.00	\$ 1,000,000.00	1,006,100.00	1.88%
Agency	FNMA	6/16/2016	11/30/2020	101.52	\$ 1,015,157.00	\$ 1,000,000.00	\$ 1,000,000.00	991,735.00	1.50%
Agency	USTN	11/17/2015	11/30/2018	100.00	\$ 1,002,500.00	\$ 1,000,000.00	\$ 1,000,000.00	1,001,680.00	1.25%
Agency	USTN	11/17/2015	10/31/2020	100.00	\$ 1,005,312.50	\$ 1,000,000.00	\$ 1,000,000.00	1,003,516.00	1.75%
Agency	USTN	11/17/2015	11/30/2019	100.00	\$ 1,001,210.94	\$ 1,000,000.00	\$ 1,000,000.00	1,002,148.00	1.50%
Agency	USTN	6/17/2016	8/31/2020	101.13	\$ 507,070.31	\$ 500,000.00	\$ 500,000.00	495,937.50	1.38%
Agency	USTN	6/16/2016	9/30/2020	101.12	\$ 506,992.19	\$ 500,000.00	\$ 500,000.00	495,410.00	1.38%
Agency	USTN	6/16/2016	10/31/2020	101.12	\$ 506,914.06	\$ 500,000.00	\$ 500,000.00	495,039.00	1.38%
CORP	Toyota Motor Credit	9/15/2016	7/13/2018	100.00	\$ 504,057.50	\$ 500,000.00	\$ 500,000.00	500,370.50	1.55%
CD	Discover	3/6/2013	3/6/2017	100.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	250,000.00	0.95%
CD	CIT Bank	3/13/2013	3/13/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	1.10%
CD	BMW Bank	3/8/2013	3/8/2017	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,055.48	0.85%
CD	GE Capital Retail	1/31/2014	1/31/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,563.35	1.45%
CD	Capital Bank FL	5/27/2015	5/29/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	1.10%
CD	Compass Bank	5/29/2015	8/29/2017	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	247,932.80	1.00%
CD	Capital One Bank USA NA	9/30/2015	10/1/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	1.65%
CD	Capital One NA	9/30/2015	10/1/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	1.65%
CD	Wells Fargo Bank NA	12/2/2015	12/3/2018	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	245,000.00	1.45%
CD	National Bank of NY	6/18/2014	6/18/2018	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,000.00	1.30%
					\$ 15,605,091.50	\$ 15,479,000.00	\$ 15,479,000.00	15,474,262.63	1.44%

Average Daily Flow by Month





SUMMARY OF LABOR MULTIPLIERS

		Benefit Rate
Total Employee Benefits	817,197	0.444
Total Payroll	1,841,819	
Gross Indirect Costs	1,954,233	
Less: Member Contributions & Other Revenue	(300,000)	
Indirect Costs for Distribution	1,654,233	
		Indirect Rate
Direct Labor	794,681	2.082
Indirect Costs	1,654,233	

FY 2016-17 Labor multiplier - thru 02/28/17	2.525
FY 2015-16 Labor multiplier	<u>2.073</u>
FY 2014-15 Labor multiplier	<u>1.850</u>
FY 2013-14 Labor multiplier	<u>2.105</u>
FY 2012-13 Labor multiplier	<u>1.938</u>
FY 2011-12 Labor multiplier	<u>2.045</u>



INDIRECT COSTS

(to be Distributed)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru</u> <u>2/28/17</u>
51000	Salaries - Regular	\$ 1,047,138
52000	Benefits	\$ 343,127
60111	Tuition Reimbursement	\$ -
60112	Training	\$ 150
60113	Education	\$ 650
60114	Other Training & Education	\$ 4,200
60120	Audit Fees	\$ 23,675
60121	Consulting	\$ 101,397
60126	Temporary Services	\$ -
60128	Other Professional Services	\$ 1,300
60129	Other Contract Services	\$ -
60130	Legal Fees	\$ -
60133	Employment Recruitment	\$ 1,759
60153	Materials & Supplies	\$ -
60154	Safety	\$ 2,278
60155	Security	\$ 1,244
60156	Custodial Contract Services	\$ 10,193
60157	Landscaping Maintenance	\$ 16,256
60158	HVAC	\$ 1,000
60159	Facility Repair & Maintenance	\$ 10,092
60160	Telephone	\$ 5,526
60161	Cellular / Paging Services	\$ 9,337
60163	Electricity	\$ 12,692
60164	Water Services	\$ 5,370
60170	Equipment Expensed	\$ 2,903

(Continued - next column)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru</u> <u>2/28/17</u>
60171	Equipment Rented	\$ 20,543
60172	Equipment Repair / Maintenance	\$ -
60180	Computer Hardware	\$ 7,973
60181	Software / Updates / Licensing	\$ 71,480
60182	Internet Services	\$ 7,924
60183	Computer Supplies	\$ 1,360
60184	Computer Repair / Maintenance	\$ 382
60190	Offsite Meeting / Travel Expense	\$ 3,048
60191	In House Meetings	\$ 1,254
60192	Conference Expense	\$ 4,545
60193	Car, Repair, Maint	\$ -
60200	Dues	\$ 24,899
60202	Subscriptions	\$ 938
60203	Contributions	\$ 7,600
60210	Bank Charges	\$ 187
60211	Shipping / Postage	\$ 1,298
60212	Office Supplies	\$ 4,434
60213	Offsite Storage	\$ 1,411
60220	Commission Fees	\$ 8,308
60221	Commission Mileage Reimb.	\$ 2,509
60222	Other Commission Expense	\$ 124
60230	Other Expense	\$ 1,120
80000	Retiree Medical Expense	\$ 79,157
80001	Insurance Expense	\$ 22,413
80000	Building Repair/Replacement Reserve	\$ 66,667
13005	Fixed Assets	\$ 14,376

Total Costs \$ 1,954,233

Direct Costs Paid by Projects \$ 1,784,366
 Member Contribution Offset \$ 300,000
\$ 2,084,366

Over allocation % 7.9%
 Over (Under) Allocation of General Fund Costs \$ 130,134



BENEFITS SUMMARY

(Distributed based on Actual Labor)

<u>G/L Acct</u>	<u>Description</u>	<u>Budget</u>	<u>Actual @ 2/28/17</u>	<u>Projected FYE 2017</u>
70101	FICA Expense	164,717 \$	92,336 \$	138,504
70102	Medicare Expense	45,897 \$	28,712 \$	43,068
70103	State Unemployment Insurance	6,300 \$	1,103 \$	6,300
70104	Worker's Compensation Insurance	55,513 \$	37,190 \$	55,785
70105	State Disability Insurance	21,764 \$	11,780 \$	17,670
70106	PERS Pension Plan	557,936 \$	327,794 \$	491,691
70111	Medical Expense	363,995 \$	250,510 \$	375,765
70112	Dental Expense	28,554 \$	16,479 \$	24,719
70113	Vision Insurance	7,299 \$	4,519 \$	6,779
70114	Life Insurance Expense	12,092 \$	8,498 \$	12,747
70115	Long Term Disability	15,017 \$	10,094 \$	15,141
70116	Wellness Program Expense	3,250 \$	875 \$	1,313
70117	401a Profit Sharing - Employers Contribution	4,907 \$	4,907 \$	4,907
70120	Car Allowance	30,000 \$	22,400 \$	33,600
	Total Benefits	1,317,241	817,197	1,227,987
	Total Payroll	3,135,315 \$	1,841,819 \$	2,762,729
	Benefits Rate	42.0%	44.4%	44.4%

Santa Ana Watershed Project Authority
 Labor Hours Budget vs Actual
 Month Ending February 28, 2017

	Fund	Budget	Actual	%
100	General & Administrative	25,603	16,307	63.69%
130	Prop 84 Round 1 Administration	570	467	81.84%
135	Prop 84 Round 2 Administration	830	578	69.61%
140	Prop 84 2014 Drought Administration	1,080	327	30.28%
145	Prop 84 Final Round Administration	3,390	802	23.66%
240	Brine Line Enterprise	17,055	10,931	64.09%
320	Brine Line Protection	415	5	1.08%
326	Reach V Capital Repairs	440	2,107	478.86%
327	Reach IV-D Corrosion Repairs	1,338	-	0.00%
370-01	General Basin Planning	2,286	1,566	68.51%
370-02	USBR Partnership Studies	110	29	25.91%
372	Imported Water Recharge	60	59	97.50%
373	Watershed Management Plan	1,640	1,569	95.69%
374	Basin Monitoring Program	325	446	137.15%
381	SAR Fish Conservation	113	134	118.98%
384-01	Chino TMDL Facilitation	170	160	94.12%
386MONIT	Storm Water Quality Standards TF		80	100.00%
386STORM	Storm Water Quality Standards TF	210	44	20.71%
387	Arundo Removal & Habitat Restoration	170	21	12.50%
392	Emerging Constituents	175	61	34.71%
396	Forest First	40	-	0.00%
397	Water-Energy Grant Administration	345	232	67.25%
398ADMIN	DACI Grant	-	250	100.00%
477TMDL	LESJWA - TMDL Task Force	590	506	85.81%
477-02	LESJWA - Administration	305	306	100.16%
504-301A	Prop 84 2014 Drought Implementation	660	248	37.58%
504-301C	Prop 84 2014 Drought Implementation	-	382	100.00%
504-4011	Prop 84 Final Round Implementation		74	100.00%
504-401PA23	Prop 84 Final Round Implementation	-	171	100.00%
		57,920	37,860	65.37%

Note: Should be at 66.67% of budget for 8 months

COMMISSION MEMORANDUM NO. 2017-53

DATE: April 18, 2017

TO: SAWPA Commission

SUBJECT: Budget vs. Actual Variance Report - FYE 2017 2nd Quarter – December 31, 2016

PREPARED BY: Karen Williams, Chief Financial Officer

RECOMMENDATION

It is recommended that the Commission receive and file the informational report on FYE 2017 Second Quarter Budget vs. Actual Variance Report.

DISCUSSION

Staff has developed a Budget vs. Actual Variance Report and presents this report on a quarterly basis. Attached is the FYE 2017 Budget vs. Actual Variance Report through December 31, 2016. The Agency's net revenue was \$1,285,328, which was \$1,936,195 more favorable than budgeted. Several significant items comprise the majority of this favorable variance:

Operating Revenue was \$418,992 more than budgeted. This favorable variance is due to higher concentrations of BOD and TSS and a higher volume of indirect discharge than originally budgeted.

Operating Expense was \$1,235,540 less than budgeted. This favorable variance is due to lower than budgeted Brine Line Repair & Maintenance costs and delaying the start of the Reach IV-D Corrosion Repair project.

Non-Operating Revenue/Expense was \$129,994 more than budgeted. This favorable variance is due to the receipt of cost share funding from both Member Agencies and Other Agencies participating in WECAN and Proposition 84 Drought Projects.

Favorable Revenue Variances

Listed below are explanations of favorable variances of \$250,000 or more for individual revenue categories:

Discharge Fees – The 8% variance of \$418,992 is due to higher concentrations of BOD and TSS and a higher volume of indirect dischargers than originally budgeted.

Member Agency Contributions – The 15% variance of \$219,031 is due to the receipt of cost sharing funds for SARCCUP implementation from member agencies. These funds were not included in the FYE 2017 Budget.

Participant Fees – The 85% variance of \$353,525 is due to the receipt of matching funds from participating agencies for the Energy – Water DAC grant project for turf removal. These funds were not included in the FYE 2017 Budget.

Unfavorable Revenue Variances

Listed below are explanations of unfavorable variances of \$250,000 or more for individual revenue categories:

Grant Proceeds – The 32% variance of \$676,567 is due to slower implementation of the Proposition 84 Drought Project than originally estimated.

Favorable Expense Variances

Listed below are explanations of favorable variances of \$250,000 or more for individual expense categories:

Repair & Maintenance – The 75% variance of \$367,714 is due to the majority of the planned line cleaning projects being scheduled for later in the year.

Construction – The 22% variance of \$501,383 is due to the delay of the Reach IV-D Corrosion Repair project. This project will begin once the Reach V Capital Repair Project has been completed.

Unfavorable Expense Variances

Listed below are explanations of favorable variances of \$250,000 or more for individual expense categories:

Use of Reserves – The 10% variance of \$294,918 is due to the timing of debt service payments. It is projected to stay on budget in this category.

RESOURCE IMPACTS

None.

Attachment:

1. Variance Report

Santa Ana Watershed Project Authority
 FYE 2017 Budget vs. Actual
 for the Period Ending December 31, 2016

Consolidated

	FYE 2017 Budget	3-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
Operating Revenue					
Discharge Fees	\$10,417,137	\$5,208,569	\$5,627,560	\$418,992	8.04%
Total Operating Revenue	10,417,137	5,208,569	5,627,560	418,992	8.04%
Operating Expenses					
Labor	3,323,390	1,661,695	1,642,564	19,131	1.15%
Benefits	1,441,729	720,865	712,873	7,992	1.11%
Education & Training	65,100	32,550	4,872	27,678	85.03%
Consulting & Professional Services	3,186,470	1,593,235	1,528,219	65,016	4.08%
Operating Costs	3,152,001	1,576,001	1,636,491	-60,491	-3.84%
Repair & Maintenance	986,085	493,043	125,329	367,714	74.58%
Phone & Utilities	80,500	40,250	31,995	8,255	20.51%
Equipment & Computers	303,760	151,880	99,650	52,230	34.39%
Meeting & Travel	121,100	60,550	14,662	45,888	75.79%
Other Administrative Costs	267,420	133,710	82,360	51,350	38.40%
Other Expense	362,913	181,457	102,449	79,008	43.54%
Program Expenses	2,279,537	1,139,769	992,079	70,388	6.18%
Construction	4,600,000	2,300,000	1,798,617	501,383	21.80%
Indirect Costs	0	0	0	0	100.00%
Total Operating Expenses	20,170,005	10,085,003	8,772,161	1,235,540	12.25%
Net Operating Revenue / (Deficit)	-9,752,868	-4,876,434	-3,144,601	-816,548	16.74%
Non-Operating Revenue (Expense)					
Member Agency Contributions	1,553,879	1,461,593	1,680,624	219,031	14.99%
Participant Fees	832,306	416,153	769,678	353,525	84.95%
State Grant Proceeds	4,246,936	2,123,468	1,446,901	-676,567	-31.86%
Federal Grant Proceeds	50,000	25,000	0	-25,000	-100.00%
Financing Proceeds	171,782	85,891	106,260	20,369	23.71%
Mitigation Credit Sales	44,490	22,245	0	-22,245	-100.00%
Debt Service	-3,028,588	-2,526,801	-2,526,801	0	0.00%
T-Strip Maturities	949,000	334,000	334,000	0	0.00%
Interest & Investments	929,952	464,976	467,098	2,122	0.46%
Other Income	0	0	1,025	1,025	100.00%
Contributions to Reserves	-2,338,809	-1,219,405	-1,182,221	-37,184	-3.05%
Use of Reserves	5,805,214	3,038,447	3,333,364	294,918	9.71%
Net Non-Operating Revenue / (Deficit)	9,216,162	4,225,567	4,429,929	129,994	3.08%
Net Revenue / (Deficit)	-\$536,706	-\$650,867	\$1,285,328	\$1,936,195	

Santa Ana Watershed Project Authority
 FYE 2017 Budget vs. Actual
 for the Period Ending December 31, 2016
General Fund

	FYE 2017 Budget	6-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
Operating Revenue					
Total Operating Revenue	\$0	\$0	\$0	\$0	0.00%
Operating Expenses					
Labor	1,543,505	771,753	788,055	-16,302	-2.11%
Benefits	669,592	334,796	342,016	-7,220	-2.16%
Education & Training	56,300	28,150	4,872	23,278	82.69%
Consulting & Professional Services	210,000	105,000	113,317	-8,317	-7.92%
Operating Costs	7,500	3,750	3,065	685	18.25%
Repair & Maintenance	131,085	65,543	33,171	32,371	49.39%
Phone & Utilities	71,000	35,500	28,631	6,869	19.35%
Equipment & Computers	212,710	106,355	87,616	18,739	17.62%
Meeting & Travel	83,650	41,825	8,812	33,013	78.93%
Other Administrative Costs	187,470	93,735	43,111	50,624	54.01%
Other Expense	105,800	52,900	25,927	26,973	50.99%
Indirect Costs	-2,809,885	-1,404,943	-1,349,270	-55,672	3.96%
Total Operating Expenses	468,727	234,364	129,324	105,042	44.82%
Net Operating Revenue / (Deficit)	-468,727	-234,364	-129,324	-105,042	44.82%
Non-Operating Revenue (Expense)					
Member Agency Contributions	699,307	699,307	699,305	-2	0.00%
Interest & Investments	0	0	12,566	12,566	100.00%
Other Income	0	0	1,025	1,025	100.00%
Building Reserve	-100,000	-100,000	-100,000	0	0.00%
Retiree Medical Reserve	-130,580	-65,290	-28,091	-37,199	-56.98%
Net Non-Operating Revenue / (Deficit)	468,727	534,017	584,806	-23,610	-4.42%
Net Revenue / (Deficit)	\$0	\$299,654	\$455,482	\$155,829	

Santa Ana Watershed Project Authority
 FYE 2017 Budget vs. Actual
 for the Period Ending December 31, 2016
Brine Line Enterprise Fund

	FYE 2017 Budget	6-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
Operating Revenue					
Discharge Fees	\$10,417,137	\$5,208,569	\$5,627,560	\$418,992	8.04%
Total Operating Revenue	10,417,137	5,208,569	5,627,560	418,992	8.04%
Operating Expenses					
Labor	902,635	451,318	418,653	32,665	7.24%
Benefits	391,574	195,787	181,695	14,092	7.20%
Education & Training	8,800	4,400	0	4,400	100.00%
Consulting & Professional Services	335,000	167,500	39,749	127,751	76.27%
Operating Costs	3,144,501	1,572,251	1,633,426	-61,175	-3.89%
Repair & Maintenance	855,000	427,500	92,157	335,343	78.44%
Phone & Utilities	9,500	4,750	3,364	1,386	29.18%
Equipment & Computers	91,050	45,525	12,034	33,491	73.57%
Meeting & Travel	8,250	4,125	542	3,583	86.86%
Other Administrative Costs	49,950	24,975	15,999	8,976	35.94%
Other Expense	209,713	104,857	73,159	31,698	30.23%
Indirect Costs	1,424,978	712,489	661,052	51,437	7.22%
Total Operating Expenses	7,430,951	3,715,476	3,131,830	583,646	15.71%
Net Operating Revenue / (Deficit)	2,986,187	1,493,093	2,495,730	246,068	16.48%
Non-Operating Revenue (Expense)					
Interest & Investments	929,952	464,976	442,025	-22,951	-4.94%
Debt Service	-3,028,588	-2,526,801	-2,526,801	0	0.00%
T-Strip Maturities	949,000	334,000	334,000	0	0.00%
Use of Reserves	271,679	271,679	271,679	0	0.00%
Contributions to Reserves	-2,108,229	-1,054,115	-1,054,130	15	0.00%
Net Non-Operating Revenue / (Deficit)	-2,986,187	-2,510,261	-2,533,227	-22,936	0.91%
Net Revenue / (Deficit)	\$0	-\$1,017,168	-\$37,497	\$979,671	

Santa Ana Watershed Project Authority
 FYE 2017 Budget vs. Actual
 for the Period Ending December 31, 2016
 OWOW Fund

	FYE 2017 Budget	6-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
Operating Revenue					
Total Operating Revenue	\$0	\$0	\$0	\$0	0.00%
Operating Expenses					
Labor	612,932	306,466	254,067	52,399	17.10%
Benefits	265,897	132,949	110,265	22,684	17.06%
Consulting & Professional Services	952,570	476,285	206,324	269,961	56.68%
Meeting & Travel	18,350	9,175	4,749	4,426	48.24%
Other Administrative Costs	14,550	7,275	13,224	-5,949	-81.77%
Other Expense	2,400	1,200	859	341	28.40%
Program Expenses	2,129,537	1,064,769	992,079	72,690	6.83%
Indirect Costs	967,628	483,814	401,171	82,643	17.08%
Total Operating Expenses	4,963,864	2,481,932	1,982,738	499,194	20.11%
Net Operating Revenue / (Deficit)	-4,963,864	-2,481,932	-1,982,738	-499,194	20.11%
Non-Operating Revenue (Expense)					
Member Agency Contributions	670,000	670,000	825,215	155,215	23.17%
Participant Fees	0	0	170,000	170,000	100.00%
State Grant Proceeds	4,246,936	2,123,468	1,446,901	-676,567	-31.86%
Federal Grant Proceeds	50,000	25,000	0	-25,000	-100.00%
Interest & Investments	0	0	3,164	3,164	100.00%
Net Non-Operating Revenue / (Deficit)	4,966,936	2,818,468	2,445,280	-373,188	-13.24%
Net Revenue / (Deficit)	<u>\$3,072</u>	<u>\$336,536</u>	<u>\$462,542</u>	<u>\$126,006</u>	
Project Reimbursement (Prop 84 Capital)	\$6,381,306	\$3,190,653	\$1,586,243	-\$1,604,410	

Santa Ana Watershed Project Authority
 FYE 2017 Budget vs. Actual
 for the Period Ending December 31, 2016
Roundtable Fund

	FYE 2017 Budget	6-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
Operating Revenue					
Total Operating Revenue	\$0	\$0	\$0	\$0	0.00%
Operating Expenses					
Labor	132,855	66,428	68,437	-2,010	-3.03%
Benefits	57,635	28,818	29,702	-884	-3.07%
Consulting & Professional Services	1,201,400	600,700	249,796	350,904	58.42%
Meeting & Travel	5,850	2,925	559	2,366	80.88%
Other Administrative Costs	15,450	7,725	10,027	-2,302	-29.80%
Program Expenses	150,000	75,000	0	75,000	100.00%
Operating Transfer	0	0	289,175	-289,175	-100.00%
Indirect Costs	209,738	104,869	108,062	-3,193	-3.05%
Total Operating Expenses	1,772,928	886,464	755,758	130,706	14.74%
Net Operating Revenue / (Deficit)	-1,772,928	-886,464	-755,758	-130,706	14.74%
Non-Operating Revenue (Expense)					
Member Agency Contributions	184,572	92,286	156,104	63,818	69.15%
Participant Fees	832,306	416,153	599,678	183,525	44.10%
Financing Proceeds	171,782	85,891	106,260	20,369	23.71%
Mitigation Credit Sales	44,490	22,245	0	-22,245	-100.00%
Operating Transfer	0	0	289,175	289,175	100.00%
Interest & Investments	0	0	9,344	9,344	100.00%
Net Non-Operating Revenue / (Deficit)	1,233,150	616,575	1,160,560	543,985	88.23%
Net Revenue / (Deficit)	-\$539,778	-\$269,889	\$404,802	\$674,691	

Santa Ana Watershed Project Authority
 FYE 2017 Budget vs. Actual
 for the Period Ending December 31, 2016
Capital Fund

	FYE 2017 Budget	6-Month Budget	YTD Actual	Favorable (Unfavorable) Variance	
Operating Revenue					
Total Operating Revenue	\$0	\$0	\$0	\$0	0.00%
Operating Expenses					
Labor	131,463	65,732	113,353	-47,621	-72.45%
Benefits	57,031	28,516	49,195	-20,680	-72.52%
Consulting & Professional Services	487,500	243,750	919,032	-675,282	-277.04%
Meeting & Travel	5,000	2,500	0	2,500	100.00%
Other Expense	45,000	22,500	2,504	19,996	88.87%
Construction	4,600,000	2,300,000	1,798,617	501,383	21.80%
Indirect Costs	207,541	103,771	178,984	-75,214	-72.48%
Total Operating Expenses	5,533,535	2,766,768	3,061,685	-294,917	-10.66%
Net Operating Revenue / (Deficit)	-5,533,535	-2,766,768	-3,061,685	294,917	-10.66%
Non-Operating Revenue (Expense)					
Use of Reserves	5,533,535	2,766,768	3,061,685	294,918	10.66%
Net Non-Operating Revenue / (Deficit)	5,533,535	2,766,768	3,061,685	294,918	10.66%
Net Revenue / (Deficit)	\$0	\$0	\$0	\$0	



Santa Ana Watershed
Project Authority

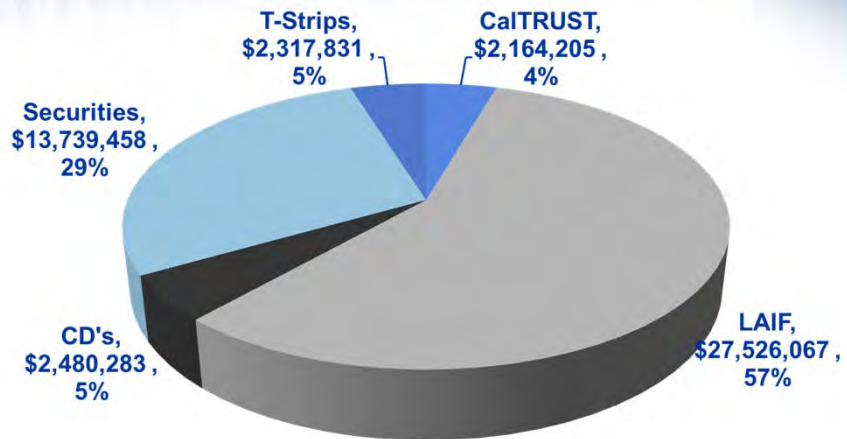
Financial Report for the Inland Empire Brine Line
Enterprise/CIP for the 2nd Quarter Ending
December 31, 2016

Agenda

- **Cash & Investments**
- **Reserve Account Balances**
- **Transfer, Uses & Contributions from/to Reserves**
- **Enterprise Performance**
- **Enterprise Revenues**
- **Enterprise Expenses**
- **Capital Improvement Program**

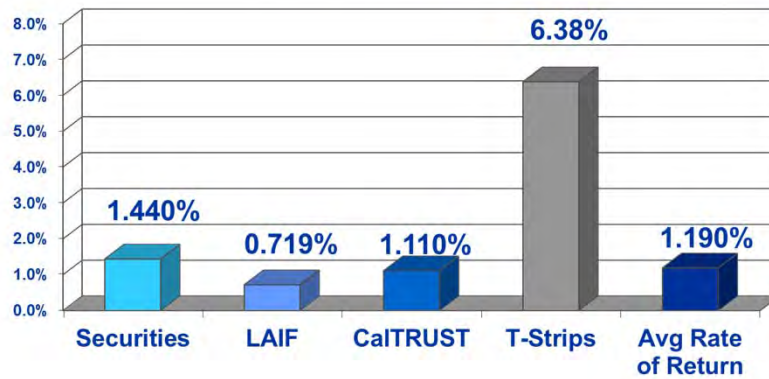
Cash & Investments

\$48,227,844



Cash & Investments

Interest Rate Analysis



Reserve Account Balances

Reserve Account	Balance
Self Insurance	\$3,795,922
Debt Retirement	5,707,360
Pipeline Replacement	17,850,481
OCSD Rehabilitation	7,281,550
Capacity Management	7,815,783
OCSD Future Capacity	1,721,404
Flow Imbalance Reserve	83,563
Operating Reserve	3,971,781
Total Reserves	\$48,227,844

Reserve Account Balances Trends

Reserve	Balance @ 03/31/16	Balance @ 06/30/16	Balance @ 09/30/16	Balance @ 12/31/16
Self Insurance	\$3,685,541	\$3,717,788	\$3,748,301	\$3,795,922
Debt Retirement	6,553,726	6,606,169	5,525,034	5,707,360
Pipeline Replacement	20,915,630	19,919,329	18,908,927	17,850,481
OCSD Rehabilitation	6,810,973	6,949,290	7,087,855	7,281,550
Capacity Mgmt	7,170,490	7,197,751	7,198,787	7,815,783
OCSD Future Capacity	1,708,128	1,711,499	1,714,869	1,721,404
Flow Imbalance Reserve	82,005	83,084	83,246	83,563
Operating Reserve	3,291,524	3,790,275	3,885,301	3,971,781
Total	\$50,218,017	\$49,975,185	\$48,152,320	\$48,227,844

Transfers, Use and Contributions To/From Reserves

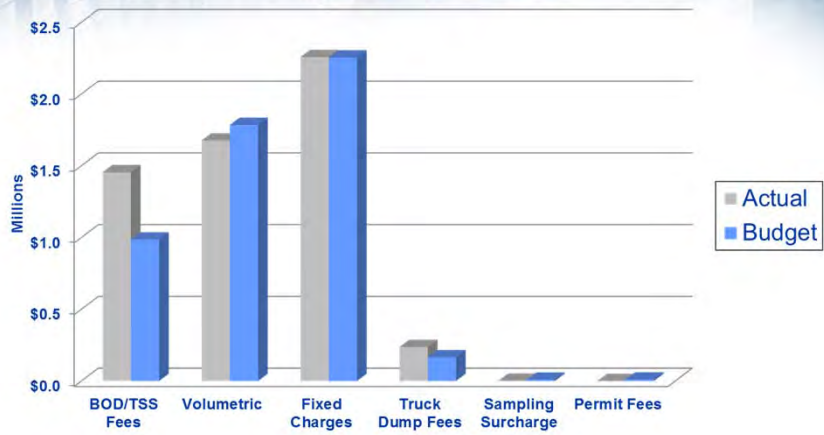
- **Pipeline Replacement Reserve**
 - Contribution of \$500,000
- **Capacity Management Reserve**
 - Contribution of \$588,894 (OCFCD loan payment)
- **OCSD Rehabilitation Reserve**
 - Contribution of \$125,003
- **Self Insurance Reserve**
 - Contribution of \$250,006
- **Debt Service Reserve**
 - Contribution of \$254,124

Total Operating Revenues

Source	Actual	Budget	Variance Positive/(Negative)
BOD/TSS Fees	\$1,454,849	\$986,125	\$468,724
Volumetric Fees	1,676,307	1,784,640	(108,333)
Fixed Charges	2,257,569	2,253,803	3,766
Truck Discharge	236,716	165,375	71,341
Sampling Surcharge	2,120	8,750	(6,630)
Permit Fees	0	9,875	(9,875)
Total Operating Revenues	\$5,627,560	\$5,208,568	\$418,993

Operating Revenues vs. Budget

Budget vs. Actual

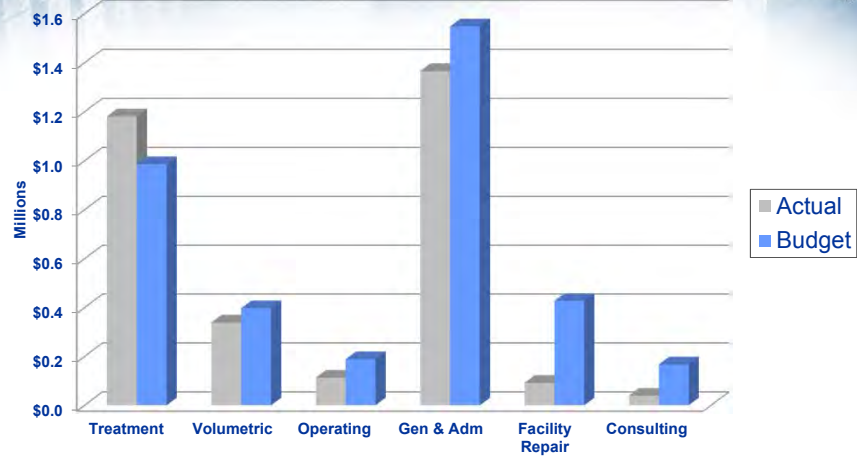


Total Operating Expenses

Source	Actual	Budget	Variance Positive/(Negative)
Treatment Costs	(\$1,181,294)	(\$986,125)	(\$195,169)
Volumetric Costs	(339,108)	(397,376)	58,268
Operating Costs	(113,023)	(188,751)	75,728
General & Administration	(1,366,498)	(1,548,226)	181,728
Facility Repair & Maintenance	(92,157)	(427,500)	335,343
Consulting & Professional Services	(39,749)	(167,500)	127,751
Total Operating Expenses	(\$3,131,830)	(\$3,715,476)	\$583,646

Operating Expenses vs. Budget

Budget vs. Actual



Enterprise Performance

Flow, BOD, TSS Actual vs. OCSD Billing

	SAWPA Billed	OCSD Billing	Difference
Total Flow (MG)	1,961.925	1,935.880	(26.045)
Total BOD (1,000 lbs)	885.078	788.978	96.10
Total TSS (1,000 lbs)	2,757.879	2,479.949	277.93
BOD cost per 1,000 lbs	\$307.00	\$278.14	\$28.86
TSS cost per 1,000 lbs	\$429.00	\$387.85	\$41.15

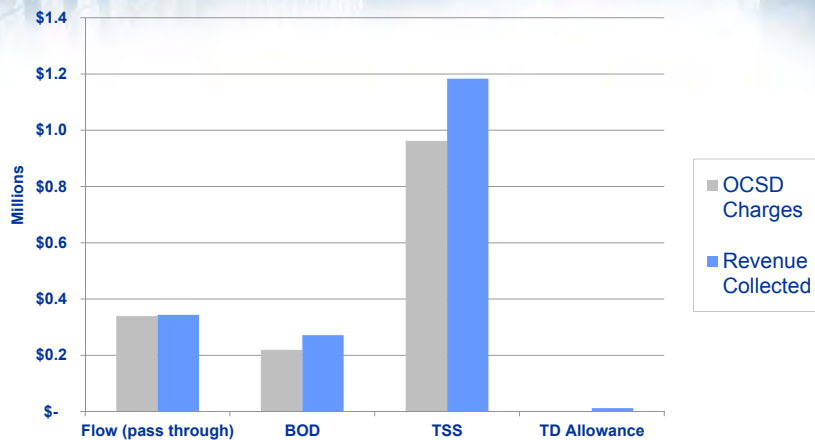
Enterprise Performance

OCSD Flow, BOD & TSS Charges vs. Revenue Billed

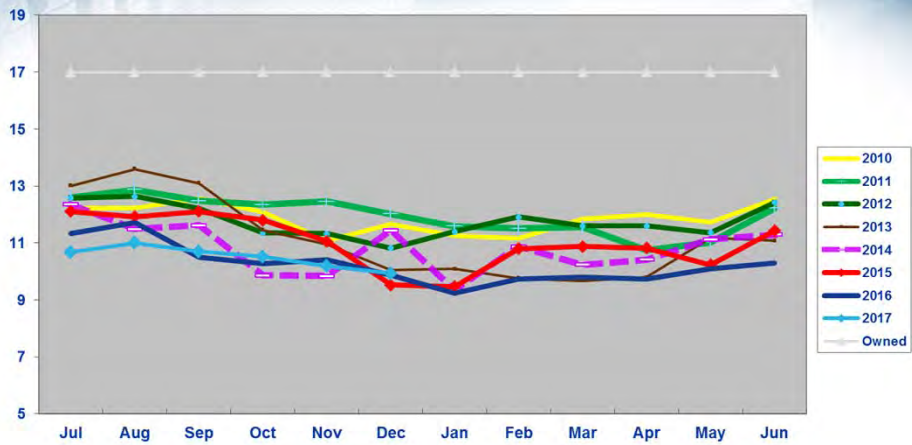
	Revenue Billed	OCSD Charges	Difference
Flow (pass through)	\$343,670	\$339,108	\$4,562
BOD	271,719	219,446	52,273
TSS	1,183,130	961,848	221,282
TD Allowance	12,100	0	12,100
Total	\$1,810,619	\$1,520,402	\$290,217

Enterprise Performance

OCSD Flow, BOD & TSS Charges vs. Revenue Collected

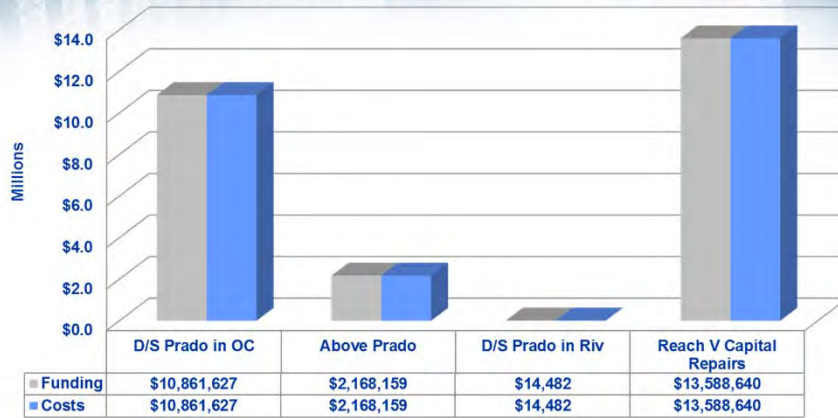


Average Daily Flow by Month



Capital Project Fund

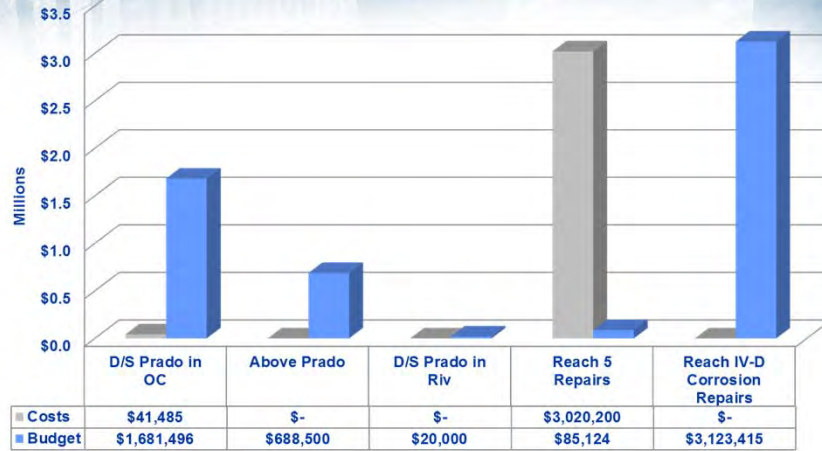
Costs (Project to Date) vs. Funding



Funding = Reserves and SRF Loans

Capital Project Fund

Costs vs. Budget



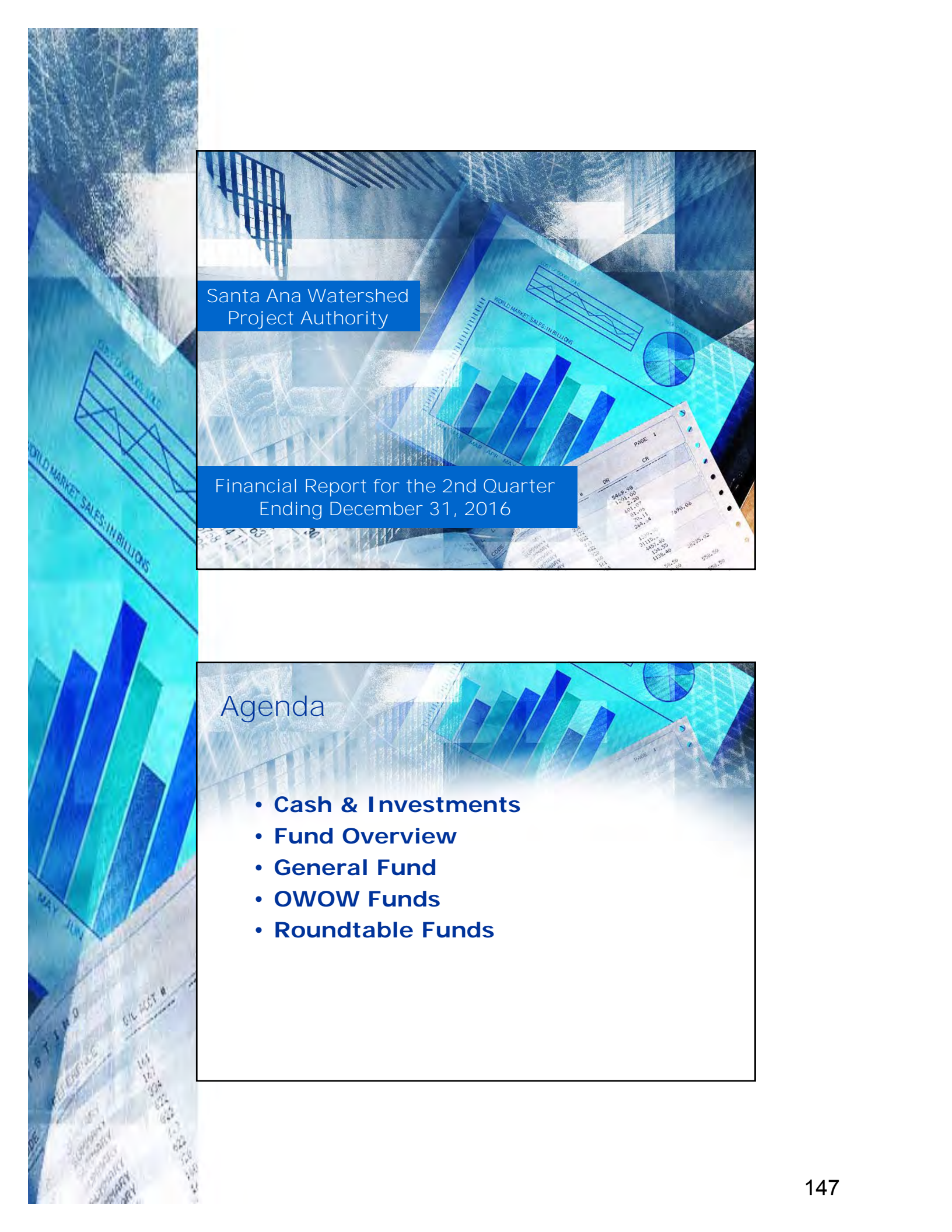
Capital Project Fund (320)

Brine Line Protection / Relocation Projects

- **D/S Prado in OC** – emergency protection work, pipeline relocation
- **Above Prado** - pipeline relocation and manhole lid adjustments – when required
- **D/S Prado in Riv County** – bank armoring



Questions ?



Santa Ana Watershed
Project Authority

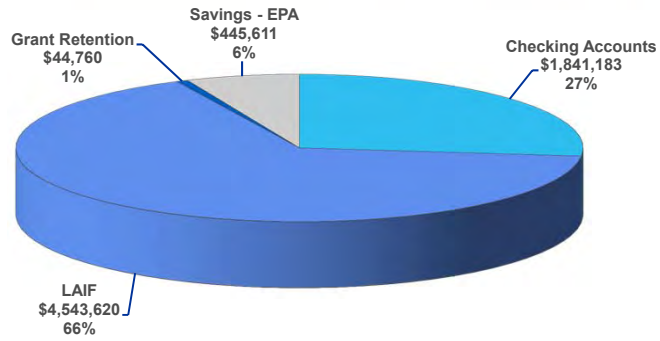
Financial Report for the 2nd Quarter
Ending December 31, 2016

Agenda

- **Cash & Investments**
- **Fund Overview**
- **General Fund**
- **OWOW Funds**
- **Roundtable Funds**

Cash & Investments

\$6,875,174



Cash & Investments

Total by Fund

General Fund	\$3,206,729
OWOW Fund	820,830
Roundtable Fund	2,357,244
Fiduciary Fund	490,371
Total	\$6,875,174

Cash & Investments

General Funds

Fund	Checking (Cash)	LAIF Account	Total
General Fund	\$1,841,183	\$548,751	\$2,389,934
Building Reserve	0	816,795	816,795
Total	\$1,841,183	\$1,365,546	\$3,206,729

Cash & Investments

OWOW Funds

Fund	LAIF Account	Total
General Basin Planning	\$210,373	\$210,373
USBR Partnership Studies	22,876	22,876
Watershed Mgmt Plan	222,922	222,922
Water – Energy DAC Grant	364,659	364,659
Total	\$820,830	\$820,830

Cash & Investments

Roundtable Funds

Fund	LAIF Account	Total
Imported Water Recharge	\$13,160	\$13,160
Basin Monitoring	705,061	705,061
RWQ Monitoring TF	196,990	196,990
SAR Fish Conservation	196,322	196,322
Middle SAR TMDL TF	178,434	178,434
Emerging Constituents TF	105,219	105,219
Mitigation Banking	962,058	962,058
Total	\$2,357,244	\$2,357,244

Cash & Investments

Fiduciary Funds

Fund	LAIF Account	Savings EPA	Grant Retention	Total
Legal Defense Fund	\$0	\$445,611	\$0	\$445,611
Prop 13 – Grant Retention	0	0	44,760	44,760
Total	\$0	\$445,611	\$44,760	\$490,371

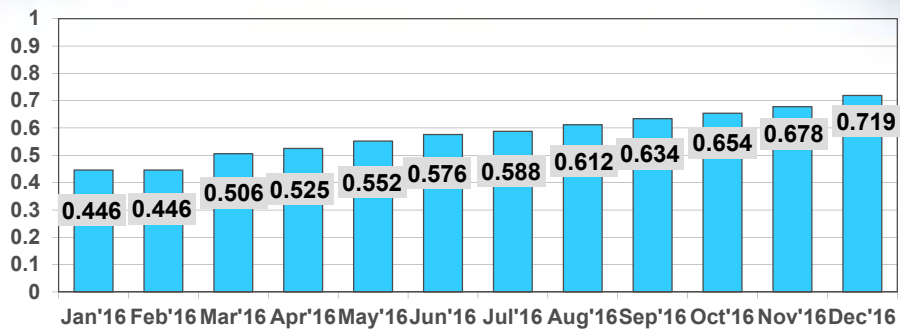
Cash & Investments

Grant Retention Balances

Agency	Project	Retention
City of Norco	Recycled Water Piping	\$44,760
	Total Retention	\$44,760

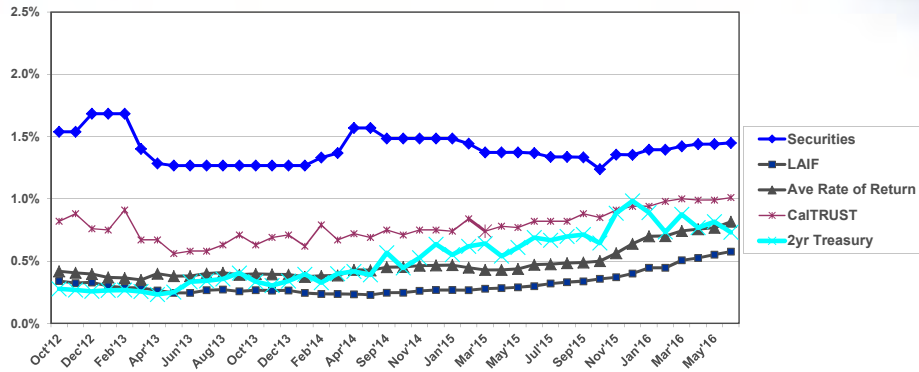
Cash & Investments

LAIF Interest Rates



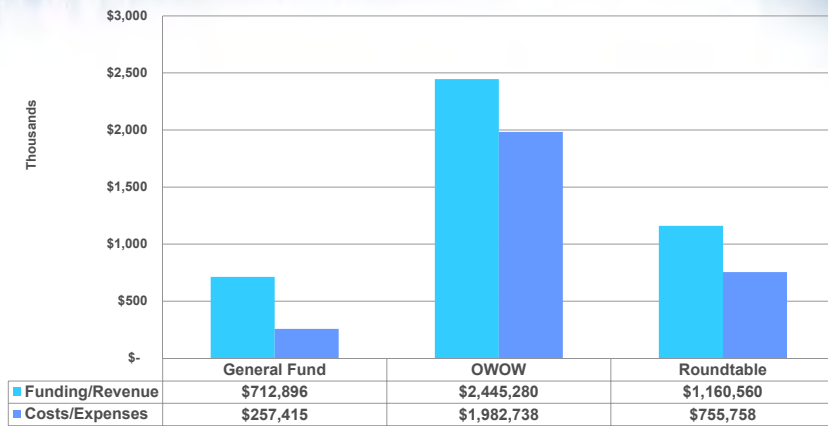
Cash & Investments

Interest Rate Comparison



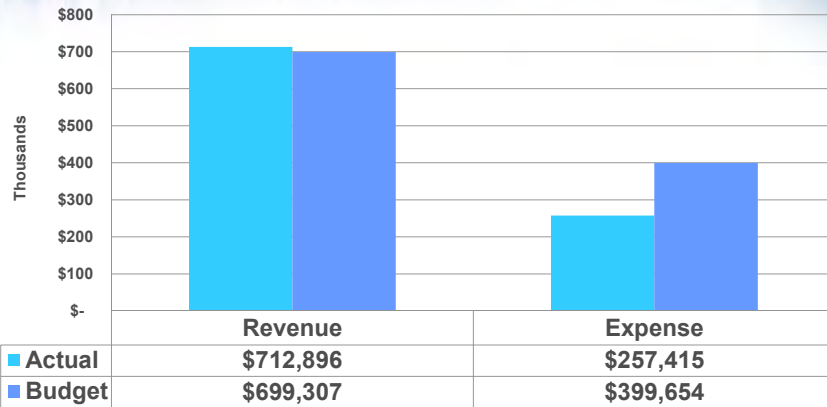
Analysis by Fund Type

Revenues and Expenses



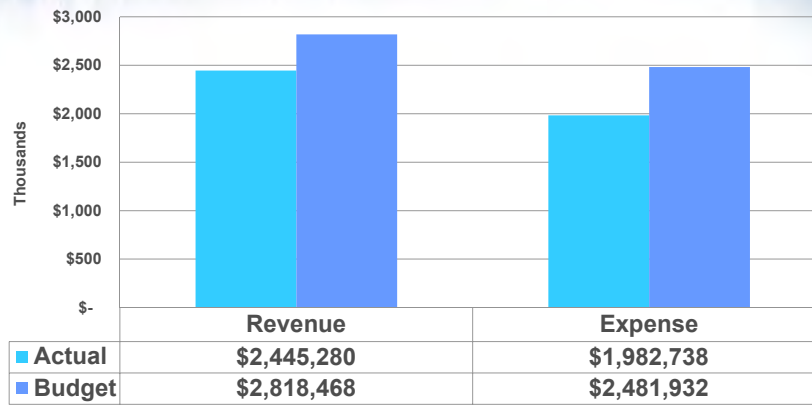
General Fund

Budget vs. Actual



OWOW Funds

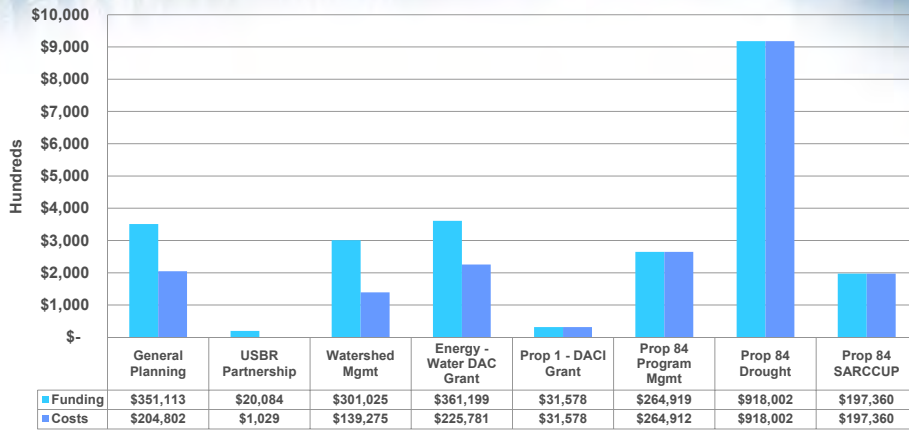
Budget vs. Actual



Project Reimbursement (Prop 84) \$1,586,243

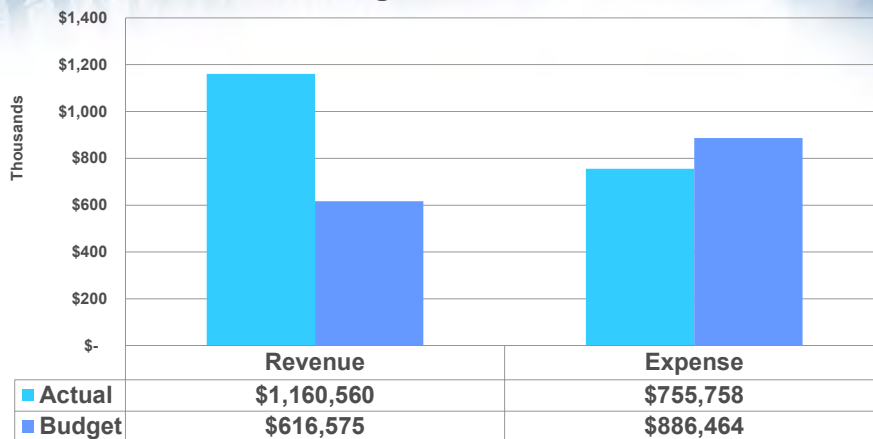
OWOW Funds

Costs vs. Funding



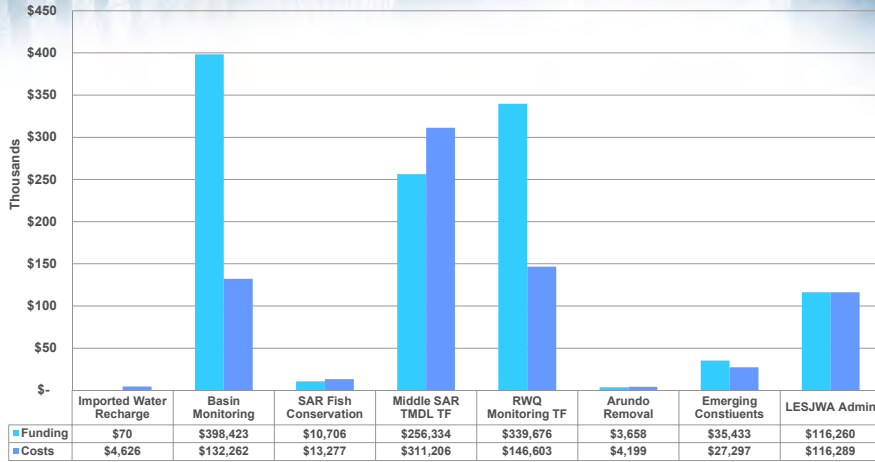
Roundtable Funds

Budget vs. Actual



Roundtable Funds

Costs vs. Funding



Questions ?

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GENERAL MANAGERS MEETING NOTES

TUESDAY, APRIL 11, 2017

PARTICIPANTS PRESENT

Nick Kanetis
Joe Grindstaff
Doug Headrick
Craig Miller
Celeste Cantú
Mark Norton
David Ruhl
Sara Villa

REPRESENTING

Eastern Municipal Water District
Inland Empire Utilities Agency
San Bernardino Valley Municipal Water District
Western Municipal Water District
Santa Ana Watershed Project Authority
Santa Ana Watershed Project Authority
Santa Ana Watershed Project Authority
Santa Ana Watershed Project Authority

PARTICIPANTS ABSENT

Paul Jones
Michael Markus
John Rossi

Eastern Municipal Water District
Orange County Water District
Western Municipal Water District

CALL TO ORDER

Doug Headrick called the meeting to order at 8:05 a.m. at SAWPA, 11615 Sterling Avenue, Riverside, California.

OWOW UPDATE

Mark Norton advised the General Managers that there is a Pillar Integration Workshop scheduled for April 27. The meeting will be focused on the goals and objectives for the OWOW Plan update. It is anticipated to have brainstorming sessions with the attendees and break them into groups and have them place stickers on flip chart sheets where they feel are the main priorities. The series of flip charts will be taken to the OWOW Conference to get input from the conference attendees on priorities, and followed by the OWOW Steering Committee. Mark Norton noted that they will be emphasizing on integration in future Workshops. The Pillars are working separately on updating their chapters and having a dialogue with other pillars in supporting the linkages that exist between them where there might be multi-beneficial types of solutions to the challenges that each of the pillars are facing and to promote integration. Mark Norton advised that in spring 2018, there is another round of funding through Prop 1 IRWM. The call out is for \$63M which will be broken into multiple rounds, a good portion will be dedicated to Disadvantaged Community Involvement and another portion to Disadvantaged Community Projects, and the remaining will go for more typical IRWM watershed wide projects.

UPDATES/DISCUSSION ITEMS

Brine Line Update. David Ruhl provided updates on the following:

- Reach IV Repair – There was damage to the access road on a section of the Brine Line behind Prado due to erosion caused by recent storms. The repair to the access road is complete. The total cost was \$17,000. At the last Commission meeting the Commissioners approved SAWPA staff to submit an application for funding through FEMA in hopes to get reimbursed up to 75% for the work. The State reimburses 18.75%, and SAWPA's share is 6.25%.
- Reach V Repair, Task 4
 - 3-Day Shutdown 3/27-3/29 – The contractor, WEKA finished the work 10-12 hours ahead of schedule during the 3-day shutdown (3/27-3/29) for the Reach V Repair. The bypass is active and up and running. On Reach II, about ten (10) access pits have been put in and a few sections have been cleaned, CCTV and laser profiled. There are no future shutdowns anticipated at this time.
- Pretreatment Program Update:
 - Ordinance, Local Limits Update (Draft Ordinance No. 8 Local Limits Resolution) – The Final Draft of Ordinance No. 8 was sent to OCSD on March 31. Assuming no comments are received there is a 3 month approval process; a SAWPA Commission Meeting, and a 45-day Notice of a Public Hearing.

Lucas Gilbert will be providing a status update of the Ordinance and Program Documents to the SAWPA Commission next week.

- Update of Program Documents – The Pretreatment Program Documents will be updated once Ordinance No. 8 is finalized and approved.
- Beaumont Request to Discharge to Brine Line – OCSD responded to City of Beaumont’s request of approval to have a connection to the Inland Empire Brine Line. OCSD requested additional information from the City of Beaumont and getting their pretreatment program in place. A meeting with SAWPA and the City of Beaumont is scheduled to go over the details on April 13.
- Mountainview Permit – OCSD and SAWPA are in the process of working out permitting options for Mountainview. Yucaipa Valley Water District was going to be the co-signer with SAWPA, though OCSD wants either Valley or SAWPA to be the ones to issue the permit. Further discussion is necessary with YVWD, Valley and OCSD.
- OCSD Rock Removal Design – The OCSD Rock Removal preliminary design has been received and is currently being reviewed. Design is on schedule.
- Business Plan – A Draft of the Inland Empire Brine Line Business Plan has been prepared and is being circulated internally for comments.
- Rates for FYE 2018 & 2019 – The rates that were proposed a year ago will remain the same. The new rates for FYE 2018 & 2019 will be taken to the SAWPA Commission in May.
- Joint Operations (OCSD/SAWPA) Committee Meeting – The SAWPA/OCSD Joint Operations Committee Meeting is scheduled for May 4.

FUTURE SAWPA COMMISSION AGENDA ITEMS

Celeste Cantú advised that the future SAWPA Commission Agenda items are the budget, the Joint Powers Authority (JPA) Agreement, and the search for the new General Manager.

Joe Grindstaff noted that he is retiring at the end of the year, and they are in the process of recruiting to have someone in place by the fall to help make the transition smoother.

SCHEDULE NEXT GM MEETING

May 9, 2017, at 8:00 a.m. at SAWPA

The meeting adjourned at 8:56 a.m.

COMMISSION REVIEW: April 18, 2017

2017-4-11 GM Mtg Notes

Legislative Status Report for SAWPA April 2017

- [AB 18](#)** **([Garcia, Eduardo D](#)) California Clean Water, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.**
Current Text: Amended: 2/23/2017 [Text](#)
Introduced: 12/5/2016
Last Amend: 2/23/2017
Status: 3/20/2017-Read third time. Urgency clause adopted. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.
Location: 3/20/2017-S. DESK
Summary: Would enact the California Clean Water, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$3,105,000,000 pursuant to the State General Obligation Bond Law to finance a clean water, climate, coastal protection, and outdoor access for all program. This bill contains other related provisions.
- [AB 151](#)** **([Burke D](#)) California Global Warming Solutions Act of 2006: market-based compliance mechanisms: scoping plan: report.**
Current Text: Amended: 3/2/2017 [Text](#)
Introduced: 1/11/2017
Last Amend: 3/2/2017
Status: 3/6/2017-Re-referred to Com. on NAT. RES.
Location: 3/2/2017-A. NAT. RES.
Summary: Would require the State Air Resources Board to report to the appropriate policy and fiscal committees of the Legislature to receive input, guidance, and assistance before adopting guidelines and regulations implementing the scoping plan and a regulation ensuring statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. This bill contains other related provisions and other existing laws.
- [AB 166](#)** **([Salas D](#)) Safe drinking water: household filtration systems: rebate program.**
Current Text: Amended: 3/23/2017 [Text](#)
Introduced: 1/13/2017
Last Amend: 3/23/2017
Status: 3/27/2017-Re-referred to Com. on E.S. & T.M.
Location: 3/23/2017-A. E.S. & T.M.
Calendar: 4/25/2017 1:30 p.m. - State Capitol, Room 444 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair
Summary: Would require the State Water Resources Control Board, in collaboration with specified entities, to conduct a study on the feasibility and financial stability of a rebate program that would provide a household that is served by a water system that does not meet primary drinking water standards with a rebate for the purchase of a household water filtration system. The bill would also require the study to include any recommendations for the Legislature to implement the rebate program. The bill would require the state board to conclude the study no later than January 1, 2019, and to submit a report on the study to the Legislature no later than March 1, 2019.
- [AB 196](#)** **([Bigelow R](#)) Greenhouse Gas Reduction Fund: water supply and wastewater systems.**
Current Text: Amended: 3/6/2017 [Text](#)
Introduced: 1/19/2017
Last Amend: 3/6/2017
Status: 3/21/2017-From committee: Do pass and re-refer to Com. on NAT. RES. (Ayes 14. Noes 0.) (March 21). Re-referred to Com. on NAT. RES.
Location: 3/21/2017-A. NAT. RES.
Calendar: 4/17/2017 Upon adjournment of Session - State Capitol, Room 447 ASSEMBLY NATURAL RESOURCES, GARCIA, Chair
Summary: Current law requires moneys from the Greenhouse Gas Reduction Fund to be allocated for the purpose of reducing greenhouse gas emissions in this state and satisfying other purposes. Current law authorizes specified investments, including water use and supply, if the investment

further the regulatory purposes of the California Global Warming Solutions Act of 2006 and is consistent with law. This bill would authorize the use of the moneys in the fund for electric pump efficiency, water and wastewater systems, pump and pump motor efficiency improvements, and drinking water transmission and distribution systems' water loss if the investment furthers the regulatory purposes of the act and is consistent with law.

AB 252 (Ridley-Thomas D) Local government: taxation: prohibition: video streaming services.

Current Text: Amended: 2/28/2017 [Text](#)

Introduced: 1/31/2017

Last Amend: 2/28/2017

Status: 3/14/2017-Coauthors revised.

Location: 2/13/2017-A. REV. & TAX

Calendar: 4/24/2017 2:30 p.m. - State Capitol, Room 126 ASSEMBLY REVENUE AND TAXATION, RIDLEY-THOMAS, Chair

Summary: Would, until January 1, 2023, prohibit the imposition by a city, city and county, or county, including a chartered city, city and county, or county, of a tax on video streaming services, including, but not limited to, any tax on the sale or use of video streaming services or any utility user tax on video streaming services. This bill contains other related provisions.

AB 272 (Gipson D) Southeast Los Angeles County Drinking Water Relief Act.

Current Text: Amended: 3/21/2017 [Text](#)

Introduced: 2/1/2017

Last Amend: 3/21/2017

Status: 4/5/2017-From committee: Do pass and re-refer to Com. on W.,P., & W. (Ayes 7. Noes 0.) (April 4). Re-referred to Com. on W.,P., & W.

Location: 4/5/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair

Summary: The California Safe Drinking Water Act provides for the operation of public water systems and imposes on the State Water Resources Control Board various responsibilities and duties. This bill, the Southeast Los Angeles County Drinking Water Relief Act, would authorize the department and the state board to condition the awardance of financial assistance to an urban water supplier in southeast Los Angeles County that does not have adequate technical, managerial, and financial capacity for a water infrastructure project on the participation of a public water agency that has sufficient technical, managerial, and financial capacity to complete and operate the project.

AB 313 (Gray D) Water.

Current Text: Introduced: 2/6/2017 [Text](#)

Introduced: 2/6/2017

Status: 2/21/2017-Referred to Com. on W.,P., & W.

Location: 2/21/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair

Summary: Current law establishes the State Water Resources Control Board in the California Environmental Protection Agency consisting of 5 members appointed by the Governor, including one member required to be an attorney admitted to practice law in this state who is qualified in the fields of water supply and water rights and one registered civil engineer under the laws of this state qualified in the fields of water supply and water rights. This bill would revise the qualifications for the membership to the board by eliminating those requirements for qualification in the field of water rights.

AB 339 (Mathis R) State Water Pollution Cleanup and Abatement Account.

Current Text: Amended: 4/4/2017 [Text](#)

Introduced: 2/7/2017

Last Amend: 4/4/2017

Status: 4/5/2017-Re-referred to Com. on E.S. & T.M.

Location: 4/3/2017-A. E.S. & T.M.

Calendar: 4/25/2017 1:30 p.m. - State Capitol, Room 444 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair

Summary: The Porter-Cologne Water Quality Control Act creates the State Water Pollution Cleanup and Abatement Account in the State Water Quality Control Fund and continuously appropriates moneys in the account to the state board for the purposes of cleaning up waste or abating its

effects on state waters. Existing law, until 7/1/18, authorizes the state board to pay these moneys from the account to, among others, a community water system that services a disadvantaged community to be used to assist in addressing urgent drinking water need, among other purposes. This bill would limit the above-described payments to grants, and would delete the 7/1/18, sunset date. By extending the term of an existing appropriation, this bill would make an appropriation.

AB 355 **(Chu D) Water pollution: enforcement.**

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/8/2017

Last Amend: 3/28/2017

Status: 4/5/2017-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (April 4). Re-referred to Com. on APPR.

Location: 4/5/2017-A. APPR.

Summary: Current law permits the State Water Resources Control Board or regional board, in lieu of assessing all or a portion of the mandatory minimum penalties against a publicly owned treatment works serving a small community, as defined, to elect to require the publicly owned treatment works to spend an equivalent amount towards completion of a compliance project proposed by the publicly owned treatment works if the state board or regional board makes certain findings. Current law, for these purposes, defines "a publicly owned treatment works serving a small community." This bill, for purposes of the exception, would instead define publicly owned treatment works serving a small community as a publicly owned treatment works serving a population of 20,000 persons or fewer or a rural county, with a financial hardship.

AB 378 **(Garcia, Cristina D) California Global Warming Solutions Act of 2006: regulations.**

Current Text: Introduced: 2/9/2017 [Text](#)

Introduced: 2/9/2017

Status: 2/21/2017-Referred to Com. on NAT. RES.

Location: 2/21/2017-A. NAT. RES.

Calendar: 4/24/2017 Upon adjournment of Session - State Capitol, Room 447 ASSEMBLY NATURAL RESOURCES, GARCIA, Chair

Summary: Would require the State Air Resources Board to consider and account for the social costs of the emissions and greenhouse gases when adopting those rules and regulations. The bill would authorize the state board to adopt or subsequently revise new regulations that establish a market-based compliance mechanism, applicable from January 1, 2021, to December 31, 2030, to complement direct emissions reduction measures in ensuring that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030.

AB 429 **(Grayson D) State water policy: water rights: use and transferability.**

Current Text: Introduced: 2/13/2017 [Text](#)

Introduced: 2/13/2017

Status: 2/14/2017-From printer. May be heard in committee March 16.

Location: 2/13/2017-A. PRINT

Summary: Current law declares that the growing water needs of the state require the use of water in an efficient manner and that the efficient use of water requires certainty in the definition of property rights to the use of water and transferability of those rights. This bill would make nonsubstantive changes to those declarations.

AB 466 **(Bocanegra D) Los Angeles River Tributaries and Watershed Working Group.**

Current Text: Amended: 3/14/2017 [Text](#)

Introduced: 2/13/2017

Last Amend: 3/14/2017

Status: 4/5/2017-In committee: Set, first hearing. Referred to suspense file.

Location: 3/21/2017-A. APPR.

Summary: Would require the Secretary of the Natural Resources Agency to appoint, in consultation with the Los Angeles County Board of Supervisors to the extent the board wishes to consult, a local working group to develop a revitalization plan for the Los Angeles River tributaries and watershed, called the Los Angeles River Tributaries and Watershed Working Group. The bill would require the secretary to consider requests from local agency representatives to participate in the working group and would authorize the working group to include specified representatives.

- [AB 474](#) (Garcia, Eduardo D) Hazardous waste: spent brine solutions.**
Current Text: Introduced: 2/13/2017 [Text](#)
Introduced: 2/13/2017
Status: 4/5/2017-In committee: Set, first hearing. Referred to suspense file.
Location: 3/21/2017-A. APPR.
Summary: Current law exempts from certain requirements of the Hazardous Waste Control Law wastes from the extraction, beneficiation, or processing of ores and minerals that are not subject to regulation under the federal Resource Conservation and Recovery Act of 1976, including spent brine solutions used to produce geothermal energy that meet specified requirements. This bill would exempt spent brine solutions that are byproducts of the treatment of groundwater to meet California drinking water standards from those same requirements if certain conditions are met, including that the spent brine solutions are transferred for dewatering via a closed piping system to lined surface impoundments regulated by the California regional water quality control boards.
- [AB 487](#) (Mathis R) Sustainable Groundwater Management Act.**
Current Text: Introduced: 2/13/2017 [Text](#)
Introduced: 2/13/2017
Status: 2/14/2017-From printer. May be heard in committee March 16.
Location: 2/13/2017-A. PRINT
Summary: Would state the intent of the Legislature to enact statutory changes relating to the Sustainable Groundwater Management Act.
- [AB 554](#) (Cunningham R) Desalination: statewide goal.**
Current Text: Amended: 3/27/2017 [Text](#)
Introduced: 2/14/2017
Last Amend: 3/27/2017
Status: 3/28/2017-Re-referred to Com. on APPR.
Location: 3/27/2017-A. APPR.
Summary: The Cobey-Porter Saline Water Conversion Law provides that it is the intention of the Legislature that the Department of Water Resources undertake to find economic and efficient methods of desalting saline water so that desalted water may be made available to help meet the growing water requirements of the state. This bill would establish a goal to desalinate 300,000 acre-feet of drinking water per year by the year 2025 and 500,000 acre-feet of drinking water per year by the year 2030.
- [AB 560](#) (Salas D) Safe Drinking Water State Revolving Fund: priority projects: severely disadvantaged communities.**
Current Text: Amended: 3/30/2017 [Text](#)
Introduced: 2/14/2017
Last Amend: 3/30/2017
Status: 4/3/2017-Re-referred to Com. on E.S. & T.M.
Location: 3/30/2017-A. E.S. & T.M.
Calendar: 4/25/2017 1:30 p.m. - State Capitol, Room 444 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair
Summary: Would, to the extent permitted by federal law, authorize the State Water Resources Control Board to give priority to projects for water systems that serve severely disadvantaged communities, regardless of population size of the community, on a discretionary, case-by-base basis.
- [AB 574](#) (Quirk D) Potable reuse.**
Current Text: Amended: 3/23/2017 [Text](#)
Introduced: 2/14/2017
Last Amend: 3/23/2017
Status: 4/5/2017-From committee: Do pass and re-refer to Com. on W.,P., & W. (Ayes 7. Noes 0.) (April 4). Re-referred to Com. on W.,P., & W.
Location: 4/5/2017-A. W.,P. & W.
Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair
Summary: Current law required the State Department of Public Health to develop and adopt uniform water recycling criteria for surface water augmentation, as defined, by December 31, 2016, if a specified expert panel found that the criteria would adequately protect public health health.

Current law defined the terms "direct potable reuse," "indirect potable reuse for groundwater recharge," and "surface water augmentation" for these purposes. This bill would remove certain references to "direct potable reuse," "indirect potable reuse for groundwater recharge," and "surface water augmentation," and would instead specify the four different types of potable reuse projects as "groundwater augmentation," "reservoir augmentation," "raw water augmentation," and "treated water augmentation."

[AB 577](#) (Caballero D) Disadvantaged communities.

Current Text: Amended: 3/9/2017 [Text](#)

Introduced: 2/14/2017

Last Amend: 3/9/2017

Status: 3/13/2017-Re-referred to Com. on E.S. & T.M.

Location: 2/27/2017-A. E.S. & T.M.

Summary: Current law defines a disadvantaged community as a community with an annual median household income that is less than 80% of the statewide annual median household income for various purposes, that include, but are not limited to, the Water Quality, Supply, and Infrastructure Improvement Act of 2014, eligibility for certain entities to apply for funds from the State Water Pollution Cleanup and Abatement Account, and authorization for a community revitalization and investment authority to carry out a community revitalization plan. This bill would expand the definition of a disadvantaged community to include a community with an annual per capita income that is less than 80% of the statewide annual per capita income.

[AB 594](#) (Irwin D) Water supply planning: California Environmental Quality Act: photovoltaic or wind energy generation facility.

Current Text: Introduced: 2/14/2017 [Text](#)

Introduced: 2/14/2017

Status: 4/3/2017-In committee: Set, first hearing. Hearing canceled at the request of author.

Location: 2/27/2017-A. W.,P. & W.

Summary: Current law requires a city or county that determines that a project, as defined, is subject to the California Environmental Quality Act to identify any public water system that may supply water for the project and to request those public water systems to prepare a specified water supply assessment. If no public water system is identified, the city or county is required to prepare the water supply assessment. Current law, until January 1, 2018, exempts from the definition of "project" a proposed photovoltaic or wind energy generation facility that would demand no more than 75 acre-feet of water annually. This bill would indefinitely exempt from the definition of "project" a proposed photovoltaic or wind energy generation facility that would demand no more than 50 acre-feet of water annually.

[AB 640](#) (Harper R) Recycled water: recycling criteria.

Current Text: Introduced: 2/14/2017 [Text](#)

Introduced: 2/14/2017

Status: 2/15/2017-From printer. May be heard in committee March 17.

Location: 2/14/2017-A. PRINT

Summary: Current law, the Porter-Cologne Water Quality Control Act, requires the State Water Resources Control Board to establish uniform statewide recycling criteria for each varying type of use of recycled water if the use involves the protection of public health. The act defines recycling criteria to mean the levels of constituents of recycled water, and the means for assurance of reliability under the design concept that will result in recycled water that is safe for the uses to be made. This bill would make technical, nonsubstantive changes to that definition.

[AB 641](#) (Harper R) Water conservation and reclamation projects.

Current Text: Introduced: 2/14/2017 [Text](#)

Introduced: 2/14/2017

Status: 2/15/2017-From printer. May be heard in committee March 17.

Location: 2/14/2017-A. PRINT

Summary: Current law, the Water Conservation Projects Act of 1985, declares that the intent of the act is to encourage local agencies and private enterprise to implement potential water conservation and reclamation projects by establishing a state program to finance or assist in financing projects that meet state criteria and will result in an additional supply of water for use in areas of need. This bill would make nonsubstantive changes in that provision.

- [AB 642](#) (Harper R) Desalinated water.**
Current Text: Introduced: 2/14/2017 [Text](#)
Introduced: 2/14/2017
Status: 2/15/2017-From printer. May be heard in committee March 17.
Location: 2/14/2017-A. PRINT
Summary: The Cobey-Porter Saline Water Conversion Law declares that the growing water needs of the state require the development of cost-effective and efficient water supply technologies and that desalination technology is now feasible to help provide significant new water supplies from seawater, brackish water, and reclaimed water. This bill would declare the intent of the Legislature to enact subsequent legislation relating to desalination.
- [AB 685](#) (Fong R) Water: dams and reservoirs.**
Current Text: Introduced: 2/15/2017 [Text](#)
Introduced: 2/15/2017
Status: 2/16/2017-From printer. May be heard in committee March 18.
Location: 2/15/2017-A. PRINT
Summary: Current law provides that all dams and reservoirs in the state are under the jurisdiction of the Department of Water Resources. Current law authorizes the department to require owners of dams and reservoirs to keep records of, and to report on, maintenance, operation, staffing, and engineering and geologic investigations. This bill would make nonsubstantive changes to that provision.
- [AB 791](#) (Frazier D) Sacramento-San Joaquin Delta: State Water Project and federal Central Valley Project: new conveyance facility.**
Current Text: Amended: 3/21/2017 [Text](#)
Introduced: 2/15/2017
Last Amend: 3/21/2017
Status: 3/30/2017-In committee: Set, first hearing. Hearing canceled at the request of author.
Location: 3/20/2017-A. W.,P. & W.
Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair
Summary: The Sacramento-San Joaquin Delta Reform Act of 2009 prohibits construction of a new Delta conveyance facility from being initiated until the persons or entities that contract to receive water from the State Water Project and the federal Central Valley Project or a joint powers authority representing those entities have made arrangements or entered into contracts to pay for certain costs required for the construction, operation, and maintenance of the facility and full mitigation of property tax or assessments levied for land used in the construction, location, mitigation, or operation of the facility. This bill would require, before a water contractor enters into a contract to pay for these costs, that the lead agency provide the breakdown of costs for each water contractor entering into a contract and what benefits each contractor will receive based on the proportion it has financed of the proposed conveyance project.
- [AB 792](#) (Frazier D) Sacramento-San Joaquin Delta: Delta Plan: certification of consistency.**
Current Text: Amended: 3/28/2017 [Text](#)
Introduced: 2/15/2017
Last Amend: 3/28/2017
Status: 3/30/2017-In committee: Set, first hearing. Hearing canceled at the request of author.
Location: 3/20/2017-A. W.,P. & W.
Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair
Summary: The Sacramento-San Joaquin Delta Reform Act of 2009 establishes the Delta Stewardship Council and requires the council to develop, adopt, and commence implementation of a comprehensive management plan for the Delta, known as the Delta Plan. The act requires a state or local public agency that proposes to undertake a covered action to prepare and submit to the council a written certification of consistency with the Delta Plan before undertaking that action. This bill would prohibit the council from granting a certification of consistency with the Delta Plan until the board has completed its update of a specified water quality control plan.
- [AB 793](#) (Frazier D) Sacramento-San Joaquin Delta: financing.**
Current Text: Amended: 3/27/2017 [Text](#)
Introduced: 2/15/2017

Last Amend: 3/27/2017

Status: 3/30/2017-In committee: Set, first hearing. Hearing canceled at the request of author.

Location: 3/2/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair

Summary: Would declare it to be state policy that the existing state of the Sacramento-San Joaquin Delta is recognized and defined as an integral component of California's water infrastructure. The bill would state that the maintenance and repair of the Delta are eligible for the same forms of financing as other water collection and treatment infrastructure and would specify the maintenance and repair activities that are eligible are limited to certain cleanup and abatement-related restoration and conservation activities.

AB 833 **(Allen, Travis R) Public employees' retirement.**

Current Text: Introduced: 2/16/2017 [Text](#)

Introduced: 2/16/2017

Status: 2/17/2017-From printer. May be heard in committee March 19.

Location: 2/16/2017-A. PRINT

Summary: Current law, the California Public Employees' Pension Reform Act of 2013, establishes various limits on retirement benefits generally applicable to a public employee retirement system, except as specified, and among other things, prescribes limits on service after retirement without reinstatement into the applicable retirement system. This bill would make a nonsubstantive change to that provision.

AB 869 **(Rubio D) Sustainable water use and demand reduction: recycled water.**

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/16/2017

Last Amend: 3/28/2017

Status: 4/5/2017-From committee: Do pass and re-refer to Com. on W.,P., & W. (Ayes 6. Noes 0.) (April 4). Re-referred to Com. on W.,P., & W.

Location: 3/23/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Current law imposes various water use reduction requirements that apply to urban retail water suppliers, including a requirement that the state achieve a 20% reduction in urban per capita water use by December 31, 2020. This bill would require recycled water delivered within the service area of an urban retail water supplier or its urban wholesale water supplier for either nonpotable or potable use or that replenishes a groundwater basin and supplements the groundwater supply available to an urban retail water supplier be excluded from the calculation of any urban water use target or reduction in urban per capita water use.

AB 892 **(Waldron R) Municipal water districts: water service: Indian tribes.**

Current Text: Amended: 3/23/2017 [Text](#)

Introduced: 2/16/2017

Last Amend: 3/23/2017

Status: 3/27/2017-Re-referred to Com. on L. GOV.

Location: 3/23/2017-A. L. GOV.

Summary: Current law, upon the request of certain Indian tribes and the satisfaction of certain conditions, requires a district to provide service of water at substantially the same terms applicable to the customers of the district to the Indian tribe's lands that are not within a district, as prescribed. This bill would authorize, rather than require, a district to provide this service of water. The bill would apply this authorization to all Indian tribes whose lands are owned by the tribe.

AB 968 **(Rubio D) Urban retail water use: water efficiency targets.**

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/16/2017

Last Amend: 3/28/2017

Status: 3/28/2017-From committee chair, with author's amendments: Amend, and re-refer to Com. on W.,P., & W. Read second time and amended.

Location: 3/27/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Would require the Department of Water Resources to submit to the Legislature by

December 31, 2018, a report that states preliminary water efficiency targets for 2025 for each of the state's hydrologic regions with per capita daily water use targets based on and considering specified factors. The bill would require the department to consult with a representative task force with members designated by the department by July 1, 2018.

[AB 975](#) (Friedman D) Natural resources: wild and scenic rivers.

Current Text: Amended: 3/23/2017 [Text](#)

Introduced: 2/16/2017

Last Amend: 3/23/2017

Status: 4/6/2017-Read second time. Ordered to third reading.

Location: 4/6/2017-A. THIRD READING

Summary: Current law establishes that it is the policy of the state that certain rivers that possess extraordinary scenic, recreational, fishery, or wildlife values shall be preserved in their free-flowing state, together with their immediate environments, for the benefit and enjoyment of the people of the state. This bill would revise that policy to specify that certain rivers that possess scenic, recreational, fishery, wildlife, historical, cultural, geological, ecological, hydrological, botanical, or other similar values shall be preserved in their free-flowing state, together with their immediate environments, for the benefit and enjoyment of the people of the state, and would revise the definition of "immediate environments," and define the term "extraordinary value" for purposes of that policy.

[AB 979](#) (Lackey R) Local agency formation commissions: district representation.

Current Text: Amended: 4/6/2017 [Text](#)

Introduced: 2/16/2017

Last Amend: 4/6/2017

Status: 4/6/2017-From committee chair, with author's amendments: Amend, and re-refer to Com. On L. GOV. Read second time and amended.

Location: 4/3/2017-A. L. GOV.

Calendar: 4/26/2017 1:30 p.m. - State Capitol, Room 447 ASSEMBLY LOCAL GOVERNMENT, AGUIAR-CURRY, Chair

Summary: Current law dissolves redevelopment agencies and community development agencies, as of February 1, 2012, and designates successor agencies, as defined. Current law requires each successor agency to have an oversight board that is composed of 7 members who meet certain qualifications, including one member appointed by the independent special district selection committee. This bill would additionally require the executive officer to call and hold a meeting of the special district selection committee upon receipt of a written request by one or more members of the selection committee notifying the executive officer of a pending vacancy for the member representing independent special districts on an oversight board.

[AB 1000](#) (Friedman D) Water conservation: certification.

Current Text: Introduced: 2/16/2017 [Text](#)

Introduced: 2/16/2017

Status: 3/2/2017-Referred to Com. on W.,P., & W.

Location: 3/2/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Current law requires the State Energy Resources Conservation and Development Commission to establish minimum levels of operating efficiency to promote the use of energy and water efficient appliances. This bill would require the commission to certify innovative water conservation and water loss detection and control technologies that meet certain criteria.

[AB 1009](#) (Gallagher R) Sustainable groundwater management: groundwater sustainability agencies.

Current Text: Introduced: 2/16/2017 [Text](#)

Introduced: 2/16/2017

Status: 2/17/2017-From printer. May be heard in committee March 19.

Location: 2/16/2017-A. PRINT

Summary: The Sustainable Groundwater Management Act generally authorizes any local agency or combination of local agencies overlying a basin to decide to become a groundwater sustainability agency for that basin. The act requires a groundwater sustainability agency to establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents. This bill would

make a nonsubstantive change in these provisions.

AB 1050 (Allen, Travis R) California Endangered Species Act: Delta smelt.

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/16/2017

Last Amend: 3/28/2017

Status: 3/28/2017-From committee chair, with author's amendments: Amend, and re-refer to Com. on W.,P., & W. Read second time and amended.

Location: 3/27/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair

Summary: The California Endangered Species Act requires the Fish and Game Commission to establish a list of endangered species and a list of threatened species and requires the commission to add or remove species from either list if it finds, upon the receipt of sufficient scientific information, that the action is warranted. The act prohibits the taking of an endangered or threatened species, except as specified. This bill would require the commission to remove the Delta smelt from the endangered species list.

AB 1211 (Dahle R) State policy for water quality control.

Current Text: Introduced: 2/17/2017 [Text](#)

Introduced: 2/17/2017

Status: 2/19/2017-From printer. May be heard in committee March 21.

Location: 2/17/2017-A. PRINT

Summary: Under current law, the Porter-Cologne Water Quality Control Act, the state policy for water quality control is required to consist of water quality principles and guidelines for long-range resource planning, water quality objectives, and other principles and guidelines deemed essential by the State Water Resources Control Board for water quality control. This bill would make technical, nonsubstantive changes to that provision.

AB 1235 (Daly D) Santa Ana River Conservancy Program.

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/17/2017

Last Amend: 3/28/2017

Status: 3/28/2017-From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.

Location: 3/27/2017-A. NAT. RES.

Calendar: 4/17/2017 Upon adjournment of Session - State Capitol, Room 447 ASSEMBLY NATURAL RESOURCES, GARCIA, Chair

Summary: Current law establishes the State Coastal Conservancy with prescribed powers and responsibilities for implementing and administering various programs intended to preserve, protect, and restore the state's coastal areas. Current law also establishes the Santa Ana River Conservancy Program, to be administered by the conservancy, for purposes related to the implementation of projects to restore, preserve, and enhance specified lands in the Santa Ana River region, as defined. This bill would appropriate the sum of \$20,000,000 from the General Fund to the conservancy to be expended for the purposes of the program.

AB 1270 (Gallagher R) Dams and reservoirs: inspections and reporting.

Current Text: Amended: 3/21/2017 [Text](#)

Introduced: 2/17/2017

Last Amend: 3/21/2017

Status: 3/21/2017-From committee chair, with author's amendments: Amend, and re-refer to Com. on W.,P., & W. Read second time and amended. (Amended 3/21/2017)

Location: 3/20/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, Chair

Summary: Current law requires the Department of Water Resources, from time to time, to make inspections of dams and reservoirs at state expense for the purpose of determining their safety. Existing law defines "owner" for purposes of these provisions. This bill would require the department instead to, at least annually, make visual and physical inspections. The bill, on or before January 1, 2019, and annually thereafter, would require the department to submit a report to the Legislature that includes a 5-year infrastructure improvement, maintenance, and funding plan for state-operated and state-maintained dams and reservoirs, as specified.

AB 1323 (Weber D) Sustainable water use and demand reduction: stakeholder workgroup.

Current Text: Introduced: 2/17/2017 [Text](#)

Introduced: 2/17/2017

Status: 3/13/2017-Referred to Com. on W.,P., & W.

Location: 3/13/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Would require the Department of Water Resources to convene a stakeholder workgroup with prescribed representatives invited to participate, including, among others, representatives of the department and the State Water Resources Control Board, no later than February 1, 2018. The bill would require the stakeholder workgroup to develop, evaluate, and recommend proposals for establishing new water use targets for urban water suppliers and to examine and report to the Governor and the Legislature by December 31, 2018, as specified.

AB 1369 (Gray D) Water quality and storage.

Current Text: Introduced: 2/17/2017 [Text](#)

Introduced: 2/17/2017

Status: 3/30/2017-In committee: Set, first hearing. Hearing canceled at the request of author.

Location: 3/27/2017-A. W.,P. & W.

Summary: Current law requires all moneys, except for fines and penalties, collected by the State Air Resources Board from the auction or sale of allowances as part of a market-based compliance mechanism relative to reduction of greenhouse gas emissions to be deposited in the Greenhouse Gas Reduction Fund. This bill would require the Department of Water Resources to increase statewide water storage capacity by 25% by January 1, 2025, and 50% by January 1, 2050, as specified.

AB 1442 (Allen, Travis R) Bonds: transportation: water projects.

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/17/2017

Last Amend: 3/28/2017

Status: 3/28/2017-From committee chair, with author's amendments: Amend, and re-refer to Com. on TRANS. Read second time and amended.

Location: 3/27/2017-A. TRANS.

Calendar: 4/17/2017 2:30 p.m. - State Capitol, Room 4202 ASSEMBLY TRANSPORTATION, FRAZIER, Chair

Summary: Would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system. The bill, subject to the above exception, would require redirection of the unspent proceeds received from outstanding bonds issued and sold for other high-speed rail purposes prior to the effective date of these provisions, upon appropriation, for use in retiring the debt incurred from the issuance and sale of those outstanding bonds.

AB 1481 (Nazarian D) Water: public use.

Current Text: Introduced: 2/17/2017 [Text](#)

Introduced: 2/17/2017

Status: 2/19/2017-From printer. May be heard in committee March 21.

Location: 2/17/2017-A. PRINT

Summary: Current law declares that all water within the state is the property of the people of the state, but the right to the use of the water may be acquired by appropriation in the manner provided by law. This bill would make nonsubstantive changes to that provision.

AB 1587 (Levine D) Invasive species: dreissenid mussels.

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/17/2017

Last Amend: 3/28/2017

Status: 4/4/2017-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 3.) (April 4). Re-referred to Com. on APPR.

Location: 4/4/2017-A. APPR.

Summary: Current law requires any person, or federal, state, or local agency, district, or authority,

that owns or manages a reservoir, as defined, where certain recreational activities are permitted, except a privately owned reservoir that is not open to the public, and where nonnative dreissenid mussels have not been detected, to assess the vulnerability of the reservoir for the introduction of nonnative dreissenid mussel species and to develop and implement a program designed to prevent the introduction of that species. This bill would instead require, rather than authorize, the Director of Fish and Wildlife to order the closure of waters or facilities to conveyances for a period of no less than 7 working days if dreissenid mussels are detected or may be present and would make other related changes.

AB 1605 (Caballero D) Maximum contaminant level: nitrate: replacement water.

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/17/2017

Last Amend: 3/28/2017

Status: 4/4/2017-In committee: Set, first hearing. Hearing canceled at the request of author.

Location: 3/16/2017-A. E.S. & T.M.

Calendar: 4/25/2017 1:30 p.m. - State Capitol, Room 444 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair

Summary: The California Safe Drinking Water Act, requires the state board to administer provisions relating to the regulation of drinking water to protect public health and vests with the state board specified responsibilities. This bill would prohibit a person or entity providing replacement water, as defined, to address drinking water that exceeds the maximum contaminant level for nitrate in groundwater from being deemed to have caused pollution or a nuisance, or from being liable for negligence or trespass, if certain conditions are applicable.

AB 1654 (Cooper D) Water shortage: urban water management planning.

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 2/17/2017

Last Amend: 3/28/2017

Status: 3/28/2017-From committee chair, with author's amendments: Amend, and re-refer to Com. on W.,P., & W. Read second time and amended.

Location: 3/27/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Would require each urban retail water supplier to report annually by June 15 to the Department of Water Resources the status of its water supplies for that year and whether the supplies will be adequate to meet projected customer demand, as prescribed. The bill would require the urban retail water supplier to implement the appropriate responses as described in its water shortage contingency analysis if the urban retail water supplier reports that all available water supplies for the applicable water year will not be adequate to meet projected customer demand.

AB 1667 (Friedman D) Urban water suppliers: landscape water meters.

Current Text: Introduced: 2/17/2017 [Text](#)

Introduced: 2/17/2017

Status: 3/16/2017-Referred to Com. on W.,P., & W.

Location: 3/16/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Would require an urban water supplier to install dedicated landscape water meters on commercial, institutional, industrial, and multifamily service connections that are located in its service area on or before January 1, 2020, if the property has greater than 1,000 square feet of irrigated landscape, and on or before January 1, 2025, if the property has greater than 500, but less than 1,001, square feet of irrigated landscape.

AB 1668 (Friedman D) Water conservation: guidelines.

Current Text: Introduced: 2/17/2017 [Text](#)

Introduced: 2/17/2017

Status: 3/16/2017-Referred to Com. on W.,P., & W.

Location: 3/16/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Executive Order B-37-16, among other things, requires the Department of Water Resources to work with the State Water Resources Control Board to develop new water use targets

as a part of a permanent framework for urban water agencies. This bill would require the state board, on or before July 1, 2018, in consultation with the department and other appropriate state agencies, to adopt water conservation guidelines that are consistent with a specified report issued in response to Executive Order B-37-16.

AB 1669 (Friedman D) Urban water use efficiency.

Current Text: Amended: 3/22/2017 [Text](#)

Introduced: 2/17/2017

Last Amend: 3/22/2017

Status: 3/23/2017-Re-referred to Com. on W.,P., & W.

Location: 3/16/2017-A. W.,P. & W.

Calendar: 4/25/2017 9 a.m. - State Capitol, Room 444 ASSEMBLY WATER, PARKS AND WILDLIFE SPECIAL ORDER, GARCIA, Chair

Summary: Would, on or before January 1, 2019, require the State Water Resources Control Board, in consultation with the Department of Water Resources and other appropriate state agencies, to establish and adopt a process to increase urban water use efficiency through incremental urban water use efficiency standards and in that regard to establish an urban water use efficiency standard to be achieved by urban water suppliers by January 1, 2025. The bill would require the state board to review and consider updates to the urban water use efficiency standard every 5 years.

AB 1673 (Aguiar-Curry D) The California Water Plan.

Current Text: Introduced: 2/17/2017 [Text](#)

Introduced: 2/17/2017

Status: 2/19/2017-From printer. May be heard in committee March 21.

Location: 2/17/2017-A. PRINT

Summary: Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as The California Water Plan. This bill would make technical, nonsubstantive changes to that requirement.

SB 5 (De León D) California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

Current Text: Amended: 3/28/2017 [Text](#)

Introduced: 12/5/2016

Last Amend: 3/28/2017

Status: 4/5/2017-Set for hearing April 17.

Location: 3/28/2017-S. APPR.

Calendar: 4/17/2017 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, LARA, Chair

Summary: Would enact the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$3,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program.

SB 49 (De León D) California Environmental, Public Health, and Workers Defense Act of 2017.

Current Text: Amended: 2/22/2017 [Text](#)

Introduced: 12/5/2016

Last Amend: 2/22/2017

Status: 4/5/2017-From committee: Do pass and re-refer to Com. on JUD. (Ayes 5. Noes 2.) (April 5). Re-referred to Com. on JUD.

Location: 4/5/2017-S. JUD.

Summary: The Porter-Cologne Water Quality Control Act regulates the discharge of pollutants into the waters of the state. The California Safe Drinking Water Act establishes standards for drinking water and regulates drinking water systems. The California Endangered Species Act requires the Fish and Game Commission to establish a list of endangered species and a list of threatened species and generally prohibits the taking of those species. The Protect California Air Act of 2003 prohibits air quality management districts and air pollution control districts from amending or revising their new source review rules or regulations to be less stringent than those rules or regulations that existed on December 30, 2002. This bill would prohibit state or local agencies from amending or revising their rules and regulations implementing the above state laws to be less stringent than the baseline federal standards, as defined, and would require specified agencies to take prescribed

actions to maintain and enforce certain requirements and standards pertaining to air, water, and protected species.

SB 80 **(Wieckowski D) California Environmental Quality Act: notices.**

Current Text: Amended: 2/14/2017 [Text](#)

Introduced: 1/11/2017

Last Amend: 2/14/2017

Status: 4/5/2017-Set for hearing April 17.

Location: 3/29/2017-S. APPR.

Calendar: 4/17/2017 10 a.m. - John L. Burton Hearing Room
(4203) SENATE APPROPRIATIONS, LARA, Chair

Summary: The California Environmental Quality Act requires the lead agency to mail certain notices to persons who have filed a written request for notices. The act provides that if the agency offers to provide the notices by email, upon filing a written request for notices, a person may request that the notices be provided to him or her by email. This bill would require the lead agency to post those notices on the agency's Internet Web site. The bill would require the agency to offer to provide those notices by email. Because this bill would increase the level of service provided by a local agency, this bill would impose a state-mandated local program.

SB 193 **(Cannella R) Monterey County Water Resources Agency: Lake Nacimiento and Lake San Antonio: white bass.**

Current Text: Amended: 3/16/2017 [Text](#)

Introduced: 1/30/2017

Last Amend: 3/16/2017

Status: 3/24/2017-Set for hearing April 25.

Location: 3/23/2017-S. N.R. & W.

Calendar: 4/25/2017 9 a.m. - Room 112 SENATE NATURAL RESOURCES AND
WATER, HERTZBERG, Chair

Summary: Current law makes it unlawful to place, plant, or cause to be placed or planted, in any of the waters of this state, any live fish, any fresh or salt water animal, or any aquatic plant, whether taken without or within the state, without first submitting it for inspection to, and securing the written permission of, the Department of Fish and Wildlife. Current law also makes it unlawful to transport or possess any live white bass, whether taken within or without the state, unless it is first submitted for inspection to, and written permission is obtained from, the department. This bill would exempt the movement of white bass between Lake Nacimiento and Lake San Antonio through the interlake underground tunnel or pipeline from the above-described provisions relating to fish and wildlife.

SB 200 **(Morrell R) Public employees' retirement benefits: final compensation.**

Current Text: Introduced: 1/31/2017 [Text](#)

Introduced: 1/31/2017

Status: 2/9/2017-Referred to Com. on RLS.

Location: 1/31/2017-S. RLS.

Summary: The California Public Employees' Pension Reform Act of 2013 provides, for purposes of determining a retirement benefit paid to a person who first becomes a member of a public retirement system on or after January 1, 2013, that final compensation means the highest average annual pensionable compensation earned, as defined, during a period of at least 36 consecutive months, or at least 3 consecutive school years. This bill would make a nonsubstantive change to that provision.

SB 231 **(Hertzberg D) Local government: fees and charges.**

Current Text: Introduced: 2/2/2017 [Text](#)

Introduced: 2/2/2017

Status: 4/6/2017-Read second time. Ordered to third reading.

Location: 4/6/2017-S. THIRD READING

Summary: Articles XIII C and XIII D of the California Constitution generally require that assessments, fees, and charges be submitted to property owners for approval or rejection after the provision of written notice and the holding of a public hearing. Current law, the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local jurisdictions to comply with Articles XIII C and XIII D of the California Constitution and defines terms for these purposes. This bill would define the term "sewer" for these purposes. The bill would also make findings and declarations relating to the definition of the term "sewer" for these purposes.

[SB 417](#) (Berryhill R) State Water Resources Control Board.
Current Text: Introduced: 2/15/2017 [Text](#)
Introduced: 2/15/2017
Status: 2/23/2017-Referred to Com. on RLS.
Location: 2/15/2017-S. RLS.
Summary: Current law declares that to provide for the orderly and efficient administration of the water resources in the state, it is necessary to establish the State Water Resources Control Board to exercise the adjudicatory and regulatory functions of the state in the field of water resources. Existing law declares the intent of the Legislature to combine the water rights, water quality, and drinking water functions of the state government to provide for coordinated consideration of water rights, water quality, and safe and reliable drinking water. This bill would make nonsubstantive changes to these declarations.

[SB 564](#) (McGuire D) Joint powers authorities: Water Bill Savings Act.
Current Text: Introduced: 2/17/2017 [Text](#)
Introduced: 2/17/2017
Status: 4/5/2017-Action From GOV. & F.: Do pass as amended.
Location: 4/5/2017-S. GOV. & F.
Summary: Would enact the Water Bill Savings Act, which would authorize a joint powers authority to provide funding for a customer of a local agency or its publicly owned utility to acquire, install, or repair a water efficiency improvement on the customer's property served by the local agency or its publicly owned utility. The bill would require the customer to repay the authority through an efficiency charge on the customer's water bill to be established and collected by the local agency or its publicly owned utility on behalf of the authority pursuant to a servicing agreement.

[SB 623](#) (Monning D) Safe and Affordable Drinking Water Fund.
Current Text: Amended: 3/30/2017 [Text](#)
Introduced: 2/17/2017
Last Amend: 3/30/2017
Status: 3/30/2017-From committee with author's amendments. Read second time and amended. Re-referred to Com. on EQ.
Location: 3/2/2017-S. E.Q.
Calendar: 4/19/2017 8:30 a.m. - Room 3191 SENATE ENVIRONMENTAL QUALITY, WIECKOWSKI, Chair
Summary: Would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the Office of Sustainable Water Solutions. The bill would require the State Water Resources Control Board to administer the fund and authorize the board to provide for the deposit of federal contributions and voluntary contributions, gifts, grants, or bequests. The bill would require the board to expend moneys in the fund for grants, loans, contracts, or services to assist those without access to safe and affordable drinking water consistent with a fund implementation plan adopted annually by the board, as prescribed.

[SB 669](#) (Moorlach R) Sustainable groundwater management: adjudicated groundwater basins.
Current Text: Introduced: 2/17/2017 [Text](#)
Introduced: 2/17/2017
Status: 3/9/2017-Referred to Com. on RLS.
Location: 2/17/2017-S. RLS.
Summary: The Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources that are designated as basins subject to critical overdraft to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2020, and requires all other basins designated as high- or medium-priority basins to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans by January 31, 2022, except as specified. Under current law, the provisions of the act do not apply to an adjudicated groundwater basin, as specified, or to a local agency that conforms to the requirements of an adjudication of water rights for an adjudicated groundwater basin. This bill would make a nonsubstantive change in these provisions.

[SB 740](#) (Wiener D) Onsite treated water.
Current Text: Amended: 3/23/2017 [Text](#)
Introduced: 2/17/2017

Last Amend: 3/23/2017

Status: 4/6/2017-Set for hearing April 19.

Location: 3/9/2017-S. E.Q.

Calendar: 4/19/2017 8:30 a.m. - Room 3191 SENATE ENVIRONMENTAL QUALITY, WIECKOWSKI, Chair

Summary: Would, on or before December 1, 2018, require the State Water Resources Control Board, in consultation with other state agencies, to adopt regulations, as specified, for a comprehensive risk-based framework to assist local jurisdictions in developing oversight and management programs for onsite treatment of water for nonpotable use. The bill would require the framework to be flexible to adapt to new water sources, end uses, and advances in approaches and methodologies to estimate the risk of onsite water treatment to public health. The bill would specify that a local jurisdiction is not required to adopt the practices set forth in the framework.

SB 778 (Hertzberg D) Water systems: consolidations: administrative and managerial services.

Current Text: Amended: 4/5/2017 [Text](#)

Introduced: 2/17/2017

Last Amend: 4/5/2017

Status: 4/5/2017-From committee with author's amendments. Read second time and amended. Re-referred to Com. on EQ.

Location: 3/29/2017-S. E.Q.

Calendar: 4/19/2017 8:30 a.m. - Room 3191 SENATE ENVIRONMENTAL QUALITY, WIECKOWSKI, Chair

Summary: Would require, on or before March 1, 2018, the State Water Resources Control Board to submit a report to the Legislature on voluntary and ordered consolidations of water systems, including the resulting outcomes of the consolidations and whether the consolidations have succeeded or failed in providing an adequate supply of safe drinking water to the communities served by the consolidated water systems. This bill contains other related provisions and other existing laws.

SCA 4 (Hertzberg D) Water conservation.

Current Text: Introduced: 2/2/2017 [Text](#)

Introduced: 2/2/2017

Status: 2/16/2017-Referred to Com. on RLS.

Location: 2/2/2017-S. RLS.

Summary: The California Constitution requires that the water resources of the state be put to beneficial use to the fullest extent of which they are capable and that the waste or unreasonable use or unreasonable method of use of water be prevented. This measure would declare the intent of the Legislature to amend the California Constitution to provide a program that would ensure that affordable water is available to all Californians and to ensure that water conservation is given a permanent role in California's future.

SCA 10 (Moorlach R) Public employee retirement benefits.

Current Text: Introduced: 2/17/2017 [Text](#)

Introduced: 2/17/2017

Status: 3/2/2017-Referred to Coms. on P.E. & R. and E. & C.A.

Location: 3/2/2017-S. P.E. & R.

Summary: Would prohibit a government employer from providing public employees any retirement benefit increase until that increase is approved by a 2/3 vote of the electorate of the applicable jurisdiction and that vote is certified. The measure would define retirement benefit to mean any postemployment benefit and would define benefit increase as any change that increases the value of an employee's retirement benefit. The measure would define a government employer to include, among others, the state and any of its subdivisions, cities, counties, school districts, special districts, the Regents of the University of California, and the California State University.