



# S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY

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

## REGULAR COMMISSION MEETING TUESDAY, FEBRUARY 5, 2019 – 9:30 A.M.

### AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Ronald W. Sullivan, 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. WELCOME NEW SAWPA COMMISSIONERS

5. 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: January 15, 2019 ..... 5  
**Recommendation:** Approve as posted.

B. REGIONAL WATER QUALITY MONITORING TASK FORCE – SANTA ANA RIVER WATERSHED BACTERIA MONITORING PROGRAM: 2019-20 PROGRAM IMPLEMENTATION (CM#2019.13) ..... 13  
**Recommendation:** Authorize the following: (1) Exercise the first of two one-year options to extend the term of the CDM Smith agreement, Task Order No. CDM386-14 for an amount not-to-exceed \$362,865, to oversee and implement the FY 2019-20 Santa Ana River Watershed Bacteria Monitoring Program; and, (2) Grant the general manager the authority to authorize the second year option to extend the term of the CDM Smith agreement to oversee and implement the FY 2020-21 Santa Ana River Watershed Bacteria Monitoring Program.

6. NEW BUSINESS

A. ACKNOWLEDGE IEUA ACTION | VICE CHAIR APPOINTMENT | OWOW STEERING COMMITTEE APPOINTMENT (CM#2019.9) ..... 45

**Presenter:** Rich Haller

**Recommendation:** (1) Acknowledge action of the Inland Empire Utilities Agency (IEUA) Board electing Kati Parker as the SAWPA Commissioner and Jasmin A. Hall as the Alternate SAWPA Commissioner; (2) Appoint Kati Parker as SAWPA Commission Vice Chair; and, (3) Affirm the appointment of Kati Parker as a SAWPA representative to the One Water One Watershed (OWOW) Steering Committee and as the Committee Convener as set forth in Resolution No. 2018-1.

- B. [CITY OF COLTON GRANT OF DEED \(CM#2019.10\)](#) ..... 47  
**Presenter:** Carlos Quintero  
**Recommendation:** Authorize the General Manager to execute a Grant of Deed to the City of Colton granting a portion of APN 0260-081-14 for Right-of-Way Purposes.
  
- C. [SAWPA BUILDING BOARD ROOM IMPROVEMENTS \(CM#2019.11\)](#)..... 53  
**Presenter:** Carlos Quintero  
**Recommendation:** Provide direction to the General Manager on the proposed improvements to the Board Room.
  
- D. [ASSESSING HOMELESSNESS IMPACT ON WATER QUALITY, RIPARIAN AND AQUATIC HABITAT IN UPPER SANTA ANA RIVER WATERSHED – GEI CONSULTANTS \(CM#2019.12\)](#) ..... 55  
**Presenter:** Rick Whetsel  
**Recommendation:** Approve an Agreement for Services and Task Order GEI398-01 with GEI Consultants for the amount not-to-exceed \$74,441 to conduct the assessment of the homelessness impact on water quality, riparian and aquatic habitat in upper Santa Ana River Watershed.
  
- E. [PROPOSITION 84 PROJECT STATUS UPDATE](#) ..... 87  
**Presenter:** David Ruhl  
**Recommendation:** Receive and file.
  
- F. [OWOW PROGRAM UPDATE \(CM#2019.14\)](#) ..... 99  
**Presenter:** Mark Norton  
**Recommendation:** Receive and file.
  
- G. [UPDATE ON DISCUSSIONS WITH ORANGE COUNTY STAKEHOLDERS | ADOPTION OF RESOLUTION NO. 2019.3 \(CM#2019.15\)](#) ..... 109  
**Presenter:** Rich Haller  
**Recommendation:** Receive and file an informational report on discussions with Orange County Stakeholders and adopt Resolution No. 2019.3.

7. **INFORMATIONAL REPORTS**

**Recommendation:** Receive for information.

- A. [OWOW QUARTERLY STATUS REPORT: OCTOBER 1, 2018 – DECEMBER 31, 2018](#) ..... 113  
**Presenter:** Mark Norton
  
- B. [ROUNDTABLES QUARTERLY STATUS REPORT: OCTOBER 1, 2018 – DECEMBER 31, 2018](#) ..... 117  
**Presenter:** Mark Norton
  
- C. **CHAIR’S COMMENTS/REPORT**
  
- D. **COMMISSIONERS’ COMMENTS**
  
- E. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

8. **CLOSED SESSION**

There were no Closed Session items anticipated at the time of the posting of this agenda.

**9. ADJOURNMENT**

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4230 or email [kberry@sawpa.org](mailto: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](http://www.sawpa.org), subject to staff's ability to post documents prior to the meeting.

**Declaration of Posting**

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Thursday, January 31, 2019, a copy of this agenda has been uploaded to the SAWPA website at [www.sawpa.org](http://www.sawpa.org) and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, California.

/s/

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Kelly Berry, CMC

**2019 SAWPA Commission Meetings|Events|Important Dates**

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.)

<p><b>January</b></p> <p>1/1/19 <del>Commission Workshop</del> [cancelled]            1/15/19 Regular Commission Meeting</p>	<p><b>February</b></p> <p>2/5/19 Commission Workshop            2/19/19 Regular Commission Meeting</p>
<p><b>March</b></p> <p>3/5/19 Commission Workshop            3/19/19 Regular Commission Meeting            3/29/19 OWOW Conference 2019, Cal State Fullerton</p>	<p><b>April</b></p> <p>4/2/19 Commission Workshop            4/16/19 Regular Commission Meeting</p>
<p><b>May</b></p> <p>5/7/19 Commission Workshop            5/7 – 5/10/19 ACWA Spring Conference, Monterey            5/21/19 Regular Commission Meeting</p>	<p><b>June</b></p> <p>6/4/19 Commission Workshop            6/18/19 Regular Commission Meeting</p>
<p><b>July</b></p> <p>7/2/19 Commission Workshop            7/16/19 Regular Commission Meeting</p>	<p><b>August</b></p> <p>8/6/19 Commission Workshop            8/20/19 Regular Commission Meeting</p>
<p><b>September</b></p> <p>9/3/19 Commission Workshop            9/17/19 Regular Commission Meeting</p>	<p><b>October</b></p> <p>10/1/19 Commission Workshop            10/15/19 Regular Commission Meeting</p>
<p><b>November</b></p> <p>11/5/19 Commission Workshop            11/19/19 Regular Commission Meeting</p>	<p><b>December</b></p> <p>12/3/19 Commission Workshop            12/17/19 Regular Commission Meeting            12/3 – 12/6/19 ACWA Fall Conference, San Diego</p>

# SAWPA COMPENSABLE MEETINGS

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

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

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

## MONTH OF: FEBRUARY 2019

DATE	TIME	MEETING DESCRIPTION	LOCATION
2/5/19	8:30 AM	PA 23 Committee Mtg	SAWPA
2/19/19	9:00 AM	MSAR TMDL Task Force Mtg	RCFC&WCD 1995 Market Street Riverside, CA 92501
2/19/19	1:30 PM	Basin Monitoring Program Task Force Mtg	SAWPA
2/20/19	1:30 PM	Emerging Constituents Program Task Force Mtg	SAWPA
2/21/19	1:00 PM	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	SAWPA
2/21/19	4:00 PM	LESJWA Board of Directors Mtg	Elsinore Valley MWD 31315 Chaney Street Lake Elsinore, CA 92530
2/28/19	8:00 AM	PA 22 Committee Mtg	SAWPA
2/28/19	9:30 AM	OWOW Pillar Integration Mtg	SAWPA

## MONTH OF: MARCH 2019

DATE	TIME	MEETING DESCRIPTION	LOCATION
3/20/19	1:30 PM	Basin Monitoring Program Task Force Mtg	SAWPA
3/28/19	8:00 AM	PA 22 Committee Mtg	SAWPA
3/28/19	11:00 AM	OWOW Steering Committee Mtg	SAWPA

*Please Note: We strive to ensure the list of Compensable Meetings set forth above is accurate and up-to-date; the list is compiled based on input from SAWPA staff and Department Managers regarding meeting purpose and content.*



**SAWPA COMMISSION  
REGULAR MEETING MINUTES  
JANUARY 15, 2019**

**COMMISSIONERS PRESENT**

Ronald W. Sullivan, Vice Chair, Eastern Municipal Water District  
Jasmin A. Hall, Secretary-Treasurer, Inland Empire Utilities Agency  
Bruce Whitaker, Orange County Water District (9:38 a.m.)  
Brenda Dennstedt, Western Municipal Water District  
T. Milford Harrison San Bernardino Valley Municipal Water District

**COMMISSIONERS ABSENT**

None

**ALTERNATE COMMISSIONERS  
PRESENT; NON-VOTING**

June D. Hayes, San Bernardino Valley Municipal Water District

**STAFF PRESENT**

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

The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:30 a.m. by Vice Chair Sullivan 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.

**3. PUBLIC COMMENTS**

There were no public comments.

**4. WELCOME NEW SAWPA COMMISSIONERS**

The Commission welcomed T. Milford Harrison, Commissioner, representing SBVMWD to the SAWPA Commission; the oath of office was administered to Commissioner Harrison. The record will reflect that June D. Hayes will now serve as Alternate Commissioner representing SBVMWD.

**5. CONSENT CALENDAR**

**A. APPROVAL OF MEETING MINUTES: DECEMBER 18, 2018**

Recommendation: Approve as posted.

**B. TREASURER'S REPORT – DECEMBER 2018**

Recommendation: Approve as posted.

**MOVED**, approve the Consent Calendar.

Result: **Adopted (Unanimously)**

Motion/Second: Dennstedt/Hall

Ayes: Dennstedt, Hall, Harrison, Sullivan

Nays: None

Abstentions: None

Absent: Whitaker

**6. WORKSHOP DISCUSSION AGENDA**

**A. LEGISLATIVE REPORT**

West Coast Advisors President Michael Boccadoro provided a PowerPoint presentation with a 2018 legislative session report and overview of key issues for 2019 including the California WaterFix, water rights for the environment (environmental water budget), elimination of ocean discharge, wildfire financial responsibility and energy shutoff, and continued implementation of the 2012 Human Right to Water Act (AB 658) which involves consolidation of unsustainable systems and improving systems in disadvantaged communities.

Commissioner Whitaker arrived at 9:38 a.m., during presentation of the legislative report.

Ongoing efforts to seek and institute local strategic efforts were discussed and encouraged. General Manager Haller noted supporting clean, sustainable ocean discharge will be a focus moving forward in addressing any potential impact to the Brine Line. Efforts for prolonged funding and expansion of the Water-Energy Community Action Network (WECAN) program beyond the watershed continue.

This item was for informational purposes; no action was taken on Agenda Item No. 6.A.

**7. NEW BUSINESS**

**A. ROTATION OF OFFICERS AND COMMISSION APPOINTMENTS (CM#2019.7)**

SAWPA Resolution No. 355 calls for the rotation of officers at a meeting in January of each odd-numbered year, stating that it is the non-binding intention of the Commission to rotate the positions of Chair, Vice Chair and Secretary-Treasurer among the member agencies. In keeping with the historical rotation, the officer rotation among the member agencies would be as follows: Chair, EMWD; Vice Chair, IEUA; Secretary-Treasurer, OCWD.

It was noted that the governing boards of IEUA and WMWD had not yet acted to appoint SAWPA Commission representation; accordingly, the actions taken under this Agenda Item No. 7.A. were approved subject to the SAWPA Commission acknowledging and affirming at the February 5 meeting any action taken by the IEUA and WMWD governing Boards.

The Commission then considered each of the four staff recommendations by a separate vote as set forth below.

**MOVED**, authorize the rotation of officers in accordance with the historical rotation provisions of Resolution No. 355, and appoint Ronald W. Sullivan as Commission Chair, Jasmin A. Hall as Commission Vice Chair, and Bruce Whitaker as Commission Secretary-Treasurer.

Result:	<b>Adopted (Unanimously)</b>
Motion/Second:	Dennstedt/Hall
Ayes	Dennstedt, Hall, Harrison, Sullivan, Whitaker
Nays:	None
Abstentions:	None
Absent:	None

Other Commission Appointments – LESJWA Representative

The Commission is required by the JPA creating the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) to appoint one SAWPA Commissioner to their Board of Directors to represent SAWPA for a two-year term. The current representative, Brenda Dennstedt, noted her desire to continue serving on the LESJWA Board.

**MOVED**, adopt Resolution No. 2019-1 appointing Brenda Dennstedt to the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) Board of Directors as the SAWPA representative.

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

Other Commission Appointments – OCSD/SAWPA Joint Policy Committee

Commissioners Sullivan and Hall currently serve on the Committee. Commissioner Sullivan noted a desire to continue serving and Commissioner Harrison voiced his desire to serve on the Committee.

**MOVED**, reappoint Ronald W. Sullivan and appoint T. Milford Harrison to the OCSD/SAWPA Joint Policy Committee.

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

Other Commission Appointments – One Water One Watershed (OWOW) Steering Committee

The OWOW Steering Committee (OWOW Committee) membership is comprised of eleven (11) individuals from three counties (Riverside, San Bernardino and Orange); two members are SAWPA Commission representatives selected by the SAWPA Commission.

On February 6, 2018, the Commission adopted Resolution No. 2018-1 appointing to the OWOW Steering Committee the Commissioner from the member agencies whose board member has been appointed as Vice Chair and Secretary-Treasurer, with the Vice Chair also serving as OWOW Committee Convener. Members serve for a term of four (4) years. Should either/both the Vice Chair and/or the Secretary-Treasurer be unavailable to serve for all or a portion of said four-year term, the Commission shall appoint another SAWPA Commissioner in accordance with the provisions of Resolution No. 2018-1. Staff recommended the Commission acknowledge the rotation of representatives to the OWOW Committee with the Vice Chair serving as Convener as set forth in Resolution No. 2018.1.

**MOVED**, acknowledge the rotation of representatives to the One Water One Watershed (OWOW) Steering Committee as set forth in Resolution No. 2018-1 with Vice Chair Jasmin A. Hall serving as Convener and Secretary-Treasurer Bruce Whitaker as the second SAWPA representative.

Result:	<b>Adopted (Unanimously)</b>
Motion/Second:	Harrison/Dennstedt
Ayes	Dennstedt, Hall, Harrison, Sullivan, Whitaker
Nays:	None
Abstentions:	None
Absent:	None

**B. COMMISSIONERS COMPENSATION (CM#2019.8)**

On March 7, 2017, the Commission adopted Ordinance No. 2017-01 setting the per day of service compensation which may be received by the Commissioners and Alternates, not to exceed a total of six (6) days of service in any calendar month. The current per day of service compensation amount is \$200. In accordance with Ordinance No. 2017-01, the compensation amount will automatically increase to \$210 beginning in January 2019. Alternatively, the Commission may elect not to receive an increase by adopting the attached Resolution No. 2019-02.

The record will reflect that no action was taken on Agenda Item No. 7.B., increasing the Commissioner compensation to \$210 beginning in January 2019.

**C. SAWPA BUILDING IMPROVEMENTS. (CM#2019.3)**

Carlos Quintero provided a PowerPoint presentation outlining proposed SAWPA building improvements; activities will be completed by different vendors and in accordance with the procurement policy. Staff was given direction to proceed and bring back potential options for consideration by the Commission at a future meeting.

**MOVED**, authorize the use of \$148,000 from the Building Reserve Fund to make various improvements to the SAWPA Building.

Result:	<b>Adopted (Unanimously)</b>
Motion/Second:	Dennstedt/Harrison
Ayes	Dennstedt, Hall, Harrison, Sullivan, Whitaker
Nays:	None
Abstentions:	None
Absent:	None

**D. SAWPA PROJECT PROPOSALS – DWR PROPOSITION 1 IRWM IMPELMENTATION GRANT PROGRAM (CM#2019.4)**

Rick Whetsel provided a PowerPoint presentation outlining the development of an urban landscape assessment tool to measure, monitor, classify and report on landscape water demands in the Santa Ana River watershed with a uniform methodology to accurately calculate landscape water demands on an agency and regional scale. The timeline to complete the project is two years with an estimated \$964,000 total cost. There is a 50% cost share requirement; SAWPA is working with member agencies, the Municipal Water District of Orange County, and possibly the other IRWM Funding Areas in southern Orange County and Riverside County to provide \$482,000 in local match. The project will result in 4,775-acre feet per year in expected water savings.



**MOVED**, authorize staff to submit the following Project Proposals for consideration for DWR Prop 1 IRWM Implementation Grant Program funding: Watershed-Wide Water Budget Development.

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

**E. FYE 2020 AND 2021 BUDGET GOALS AND OBJECTIVES (CM# 2019.5)**

Karen Williams provided a PowerPoint presentation and reviewed the goals and objectives staff will utilize in preparing the FYE 2020 and 2021 Budget.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 7.E.

**F. AERIAL IMAGERY PARTNERSHIP STUDY WITH THE DEPARTMENT OF WATER RESOURCES (CM# 2019.6)**

Mark Norton provided a PowerPoint presentation outlining an aerial imagery partnership study with the Department of Water Resources (DWR).

At the December PA 22 Committee meeting, SAWPA staff, at the direction of the PA 22 Committee, presented preliminary discussions with the Department of Water Resources (DWR) regarding a future opportunity to partner on data and water use efficiency efforts. Through SAWPA's outreach to the agency, DWR recommended a study whereby SAWPA ensures approximately three retailers use the 2015 aerial imagery data via the ESRI Customer Parcel Water Budget Tool and upload their billing data to compare customer budgets to the volume of water used per customer. By involving the retail agency partners, DWR would be interested in understanding how many customers are over and/or under budget and the most effective way to communicate these results with customers. In December, staff also presented to the Committee a risks and rewards analysis assessing the potential outcomes of the study, which are outlined in the memo for this Agenda Item No. 7.F. After discussion, the PA 22 Committee felt that proceeding with such a study between SAWPA and DWR would be more of a policy decision of the SAWPA Commission recognizing that there could be risks with engagement, and it was recommended that staff approach the SAWPA Commission for feedback. If supported by the SAWPA Commission, SAWPA will proceed with developing a more detailed draft scope and budget for this study and present it to the PA 22 Committee at a future meeting.

A discussion ensued regarding the noted risks and rewards; Commissioners supported staff moving forward in developing a draft scope and budget, including necessary cost and resources, and suggested consideration of a phased approach.

**MOVED**, direct staff to develop a draft scope and budget for the Aerial Imagery Partnership Study with the Department of Water Resources (DWR), which should include a phased approach.

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

**8. INFORMATIONAL REPORTS**

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

**A. CASH TRANSACTIONS REPORT – NOVEMBER 2018**

**B. INTER-FUND BORROWING – NOVEMBER 2018 (CM#2019.1)**

**C. PERFORMANCE INDICATORS/FINANCIAL REPORTING – NOVEMBER 2018 (CM#2019.2)**

**D. GENERAL MANAGER REPORT**

General Manager Haller reviewed his report.

**E. SAWPA GENERAL MANAGERS MEETING NOTES**

- January 8, 2019

**F. CHAIR'S COMMENTS/REPORT**

Chair Sullivan noted Mike Antos will be leaving SAWPA, and he voiced his appreciation and respect for the work accomplished during Mike's time at SAWPA. The Commissioners echoed Chair Sullivan's comments.

**G. COMMISSIONERS' COMMENTS**

There were no Commissioners comments.

**H. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS**

**9. CLOSED SESSION**

Chair Sullivan recessed the meeting to Closed Session at 11:16 a.m. General Manager Rich Haller was present during the discussion of Agenda Item No. 9.A.

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

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

Chair Sullivan resumed Open Session at 11:32 a.m. There was no reportable action.

**10. ADJOURNMENT**

There being no further business for review, Chair Sullivan adjourned the meeting at 11:32 a.m.

**Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, February 5, 2019.**

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Ronald W. Sullivan, Chair

Attest:

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Kelly Berry, CMC  
Clerk of the Board

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## COMMISSION MEMORANDUM NO. 2019.13

**DATE:** February 5, 2019

**TO:** SAWPA Commission

**SUBJECT:** Regional Water Quality Monitoring Task Force – Santa Ana River Watershed Bacteria Monitoring Program: 2019-20 Program Implementation

**PREPARED BY:** Rick Whetsel, Senior Watershed Manager

### RECOMMENDATION

Staff and the Regional Water Quality Monitoring Task Force recommend that the SAWPA Commission authorize the following:

1. Exercise the first of two one-year options to extend the term of the CDM Smith agreement, Task Order No. CDM386-14 for an amount not-to-exceed \$362,865, to oversee and implement the FY 2019-20 Santa Ana River Watershed Bacteria Monitoring Program; and,
2. Grant the general manager the authority to authorize the second-year option to extend the term of the CDM Smith agreement to oversee and implement the FY 2020-21 Santa Ana River Watershed Bacteria Monitoring Program.

### DISCUSSION

On November 17, 2015, in response to a request for proposals issued in September 2015, the SAWPA Commission approved the selection of CDM Smith to oversee and implement the Santa Ana River Watershed Bacteria Monitoring Program.

This request for proposals was issued to over fifteen qualified firms in the region and posted on the SAWPA website. The Request for Proposals stipulated under the Term of Agreement, “a three year agreement with the option to exercise two additional one year extensions.” Two firms responded to the proposal, Haley & Aldrich and CDM Smith. A review of the two proposals was undertaken by a proposal review committee composed of technical staff from the three county flood control agencies, which provide all of the funding for the task force activities. Based upon the consultants’ approach to the tasks, technical expertise, responsiveness and costs to conduct the work laid out in their proposals, the committee recommended that the CDM Smith proposal be selected, and SAWPA executed a contract with CDM Smith under the terms described above.

The attached Task Order with CDM Smith provides support services to oversee and implement the Santa Ana River Bacteria Monitoring Program. Included with this Task Order is a scope of work and budget providing a detailed description of support services to be performed by the consultant, CDM Smith, through FYs 2015-18 as highlighted below:

- Coordinate with stakeholders to assess the level of support required by each entity to implement the SAR Bacteria Monitoring Program
- Prepare a final project schedule for each sampling location based on the final Monitoring Plan and QAPP
- Contract with laboratories to facilitate the monitoring program

- Implement all aspects of the SAR Bacteria Monitoring Program as directed by the responsible agencies
- Assemble all field data and laboratory results and fulfill all annual reporting requirements for the monitoring program.

## **BACKGROUND**

On April 8, 2015, U.S. EPA approved the Basin Plan Amendment to Revise Recreation Standards for Inland Freshwaters in the Santa Ana Region (Santa Ana Water Board Resolution R8-2012-0001, June 15, 2012). The Basin Plan Amendment required stakeholders to establish and implement a comprehensive pathogen indicator monitoring program.

On February 8, 2016, the Santa Ana Regional Water Quality Control Board approved the Santa Ana River Watershed Bacteria Monitoring Program and Quality Assurance Project Plan (Resolution No. R8-2016-0022). These plans were submitted on behalf of the joint Middle Santa Ana River (MSAR) TMDL and Stormwater Quality Standards Task Force members to comply with the respective requirements of the MSAR bacteria indicator TMDLs and the recreational standards Basin Plan amendment.

On October 4, 2016, the SAWPA Commission approved the Regional Water Quality Monitoring Task Force Agreement with SAWPA serving as administrator to the Task Force. The purpose of the new task force is to implement a coordinated regional water quality monitoring program in the Santa Ana River watershed to meet the implementation plan requirements of the 2012 Basin Plan Amendment to Revise Recreation Standards for Inland Freshwaters in the Santa Ana Region. Additionally, it is intended that this task force will serve as a forum to assist Regional Board with future the triennial reviews of the Basin Plan.

## **CRITICAL SUCCESS FACTORS**

SAWPA has a strong reputation as watershed-wide, knowledgeable, neutral and trusted facilitator, leader, and administrator of contracted activities.

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.

Adequate professional staff and resources to effectively provide facilitation, management, administrative and technical support to collaborative work efforts.

## **RESOURCE IMPACTS**

Sufficient funds are available to administer the "Santa Ana River Bacteria Monitoring Program" defined in the SAWPA FY 2019-20 Budget. All funding would be provided by the Regional Water Quality Monitoring Task Force members to conduct the proposed work.

### Attachments:

1. Task Order No. CDM386-14
2. Project Work Plan
3. Budget for Regional Bacteria Monitoring Program: 2019-20 Sampling Year



**SANTA ANA WATERSHED PROJECT AUTHORITY**

**TASK ORDER NO. CDM386-14**

**CONSULTANT:** CDM Smith, Inc. **VENDOR NO.** 1575  
600 Wilshire Boulevard, Suite 750  
Los Angeles, CA 90017

**VALUE:** **\$362,865.00**

**PAYMENT:** Upon Receipt of Proper Invoice

**REQUESTED BY:** Mark Norton, Water Resources & Planning Manager February 5, 2019

**FINANCE:** \_\_\_\_\_  
Karen Williams, CFO Date

**FINANCING SOURCE:** Acct. Coding 386MONIT-6113-01  
Acct. Description General Consulting

**COMMISSION AUTHORIZATION REQUIRED:** YES ( X ) NO ( )  
Authorization: February 5, 2019; CM#2019.13

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and CDM Smith, Inc. (Consultant) pursuant to the Agreement for Services by Independent Consultant (Agreement) dated April 9, 2014, and Amendment No. 1 to the Agreement for Services, entered into on May 1, 2018, expiring December 31, 2021.

**I. PROJECT NAME OR DESCRIPTION**

Regional Bacteria Monitoring Program – FY 2019-20 Sample Year

**II. SCOPE OF WORK / TASKS TO BE PERFORMED**

Consultant shall provide all labor, materials, and equipment for the Project to perform the services provided by Consultant to oversee the implementation of the SAR Bacteria Monitoring Program. This includes coordinating with stakeholders to assess the level of support required by each entity, and implement all aspects of the SAR Bacteria Monitoring Program as directed by the responsible agencies and assemble all field data and laboratory results and fulfill all annual reporting and data management requirements for the monitoring program as described in Attachment A.

**III. PERFORMANCE TIME FRAME**

Consultant shall begin work May 1, 2019 and shall complete performance of such services by or before by **June 30, 2020**.

**IV. SAWPA LIAISON**

Rick Whetsel and/or Mark Norton shall serve as liaison between SAWPA and Consultant.

**V. COMPENSATION**

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum amount of **\$362,865.00**. Payment for such services shall be made within 30 days upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned







600 Wilshire Blvd, Suite 750  
Los Angeles, CA 90017  
tel: 213 457-2200

## Attachment A

November 9, 2018

Mr. Rick Whetsel  
Santa Ana Watershed Project Authority  
11615 Sterling Avenue  
Riverside, CA 92503

**Subject: CDM Smith Proposed Budget for Regional Bacteria Monitoring Program: 2019-2020 Sampling Year**

Dear Mr. Whetsel:

The purpose of this letter is to present CDM Smith's project budget for the 2019-2020 sample year for the Santa Ana River Regional Bacteria Monitoring Program. The proposed project budget by task for the upcoming year is \$362,865 (Table 1). Table 2 provides the same budget separated by county. The revised budget reflects the following:

- Updated CDM Smith billing rates (billing rates increased by 3%);
- Updated labor costs for our sampling contractor, CWE (billing rates increased between 0 to 4% per labor category);
- Updated of Babcock Laboratory costs (up to 7% increase in cost/sample from previous round of work);
- Additional monitoring at Cucamonga Creek at Hellman Avenue (P4-SBC1) per the Regionwide Bacteria Monitoring Plan Amendment;
- Updating the Work Plan and coordination calls/meetings with each County to confirm changes; and
- Preparation of a 2 to 4 page Executive Summary to supplement the Annual Report.





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Steve Wolosoff will serve as Project Manager for this work. Steve will be supported by Tiffany Lin and staff from CWE that will perform the monitoring. Our team provides continuity with previous monitoring efforts and will be able to efficiently perform this work without any learning curve. We appreciate having the opportunity to continue to provide monitoring services to SAWPA; recognize the importance of this work; and are committing our team for the duration of this project. Please contact me at (213) 457-2200 if you have any questions regarding our proposal.

Sincerely,

A handwritten signature in blue ink that reads "David J. Jensen". The signature is written in a cursive, flowing style.

David J. Jensen, PE, BCEE, LEED AP  
Sr. Vice President  
CDM Smith Inc.

Attachments:

CDM Smith Billing Rates  
Budget Table  
Cost Allocation by County



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### CDM SMITH RATES

Categories	Hourly Rate
Engineers/Scientists/Planners:	
Grade 1 .....	\$118
Grade 2 .....	\$134
Grade 3 .....	\$155
Grade 4 .....	\$165
Grade 5 .....	\$175
Grade 6 .....	\$185
Grade 7 .....	\$201
Associate .....	\$247
Vice President .....	\$268
Sr. Vice President .....	\$288
Support Service:	
Administrative Manager .....	\$124
Administrative Assistant/Word Processor .....	\$108
Office Clerk .....	\$88
Financial Manager .....	\$134
Contract Administrator .....	\$118
Financial Assistant .....	\$93
Miscellaneous Expense:	
Auto Mileage .....	Current IRS Rate
Outside Services .....	No markup
Materials and Other .....	No markup



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**Table 1. SAR Bacteria Monitoring Program Task-Specific Estimated Costs for 2019-2020 Sample Year**

Tasks	CDM Smith		CWE		Total
	Labor	ODCs <sup>1</sup>	Labor	ODCs <sup>2</sup>	
<b>Task 1: Stakeholder Coordination</b>	\$ 16,040	\$ 3,000	\$ -	\$ -	\$ 19,040
Task 1.1 Project Kick-off Meeting	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1.2 Draft Project Work Plan	\$ 3,008	\$ -	\$ -	\$ -	\$ 3,008
Task 1.3 Final Project Work Plan	\$ 1,854	\$ -	\$ -	\$ -	\$ 1,854
Task 1.4 Stakeholder Meetings/Project Mtg	\$ 11,178	\$ 3,000	\$ -	\$ -	\$ 14,178
<b>Task 2: Contract with Qualified Laboratory</b>	\$ 17,370	\$ 26,000	\$ -	\$ -	\$ 43,370
Task 2.1 Laboratory Contracts/Agreements	\$ 1,976	\$ -	\$ -	\$ -	\$ 1,976
Task 2.2 Laboratory Coordination	\$ 7,094	\$ -	\$ -	\$ -	\$ 7,094
Task 2.3 Laboratory Analysis	\$ 8,300	\$ 26,000	\$ -	\$ -	\$ 34,300
<b>Task 3: Implement Monitoring Program</b>	\$ 36,132	\$ -	\$ 157,223	\$ 19,960	\$ 213,314
Task 3.1 Sample Team Administration	\$ 18,404	\$ -	\$ -	\$ -	\$ 18,404
Task 3.2 Dry Weather Monitoring	\$ -	\$ -	\$ 145,247	\$ 19,094	\$ 164,341
Task 3.3 Wet Weather Monitoring	\$ 1,976	\$ -	\$ 11,976	\$ 866	\$ 14,818
Task 3.4 Quarterly Reports	\$ 15,752	\$ -	\$ -	\$ -	\$ 15,752
<b>Task 4: Annual Reporting</b>	\$ 47,464	\$ -	\$ -	\$ -	\$ 47,464
Task 4.1 Draft Annual Report	\$ 33,304	\$ -	\$ -	\$ -	\$ 33,304
Task 4.2 Final Annual Report	\$ 13,460	\$ -	\$ -	\$ -	\$ 13,460
Task 4.3 Data Requests	\$ 700	\$ -	\$ -	\$ -	\$ 700
<b>Task 5: Data Management</b>	\$ 39,677	\$ -	\$ -	\$ -	\$ 39,677
Task 5.1 Database Development	\$ 9,146	\$ -	\$ -	\$ -	\$ 9,146
Task 5.2 Data Entry; QA/C	\$ 14,921	\$ -	\$ -	\$ -	\$ 14,921
Task 5.3 Monthly Uploads to CEDEN	\$ 12,970	\$ -	\$ -	\$ -	\$ 12,970
Task 5.4 Other Data Requests	\$ 2,640	\$ -	\$ -	\$ -	\$ 2,640
<b>Total</b>	<b>\$ 156,683</b>	<b>\$ 29,000</b>	<b>\$ 157,223</b>	<b>\$ 19,960</b>	<b>\$ 362,865</b>

<sup>1</sup>Task 1 ODC costs for attendance by Steve Wolosoff or Tiffany Lin at up to five meetings; Task 2 ODC costs are for analysis of *E. coli* (based on up to three dilutions) and TSS samples.

<sup>2</sup>Task 3 ODCs are as follows: (a) mileage at current IRS rate of 0.545/mile; (b) YSI cost at \$105/sample day; (c) waterproof digital camera at \$12/sample day; (d) decontamination kit at \$11/sample day; (e) grab pole/bucket at \$8/sample day; and (f) consumables (gloves, distilled water, ice, etc., at \$15/sample day).



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**Table 2. Summary of Estimated SAR Bacteria Monitoring Program Costs for Each County for Monitoring Year 2019-2020**

Task	Riverside County		San Bernardino County		Orange County		Totals
	Labor	ODCs	Labor	ODCs	Labor	ODCs	
<b>Task 1: Stakeholder Coordination</b>	\$ 6,127	\$ 1,146	\$ 7,892	\$ 1,476	\$ 2,021	\$ 378	\$ 19,040
<b>Task 2: Contract with Qualified Laboratory</b>	\$ 6,635	\$ 11,440	\$ 8,546	\$ 14,560	\$ 2,189	\$ -	\$ 43,370
<b>Task 3: Implement Monitoring Program</b>	\$ 83,095	\$ 8,782	\$105,956	\$ 11,177	\$ 4,304	\$ -	\$213,314
<b>Task 4: Annual Reporting</b>	\$ 18,131	\$ -	\$ 23,352	\$ -	\$ 5,980	\$ -	\$ 47,464
<b>Task 5: Data Management</b>	\$ 15,157	\$ -	\$ 19,521	\$ -	\$ 4,999	\$ -	\$ 39,677
<b>Totals</b>	\$129,145	\$ 21,368	\$165,267	\$ 27,213	\$ 19,493	\$ 378	
<b>Grand Total</b>	<b>\$150,514</b>		<b>\$192,480</b>		<b>\$19,871</b>		<b>\$362,865</b>

<sup>1</sup> Tasks 2.1, 2.2, 2.3 (ODCs), 3.2 and 3.3 only apply to Riverside and San Bernardino Counties; per county costs are based on percentage of total samples collected within each County each year (Riverside = 44%; San Bernardino = 56%). For tasks applicable to all counties, e.g., annual reporting and data management, percent of total samples in the program was used to assign a cost to each county: Riverside County = 38%; San Bernardino County = 49% and Orange County = 13%. Numbers are rounded, which may affect some totals.

# Santa Ana River Bacteria Monitoring Program

## Project Work Plan

The Santa Ana River (SAR) Bacteria Monitoring Program implements the surveillance and monitoring program required by the recently approved Basin Plan Amendment (BPA) and other bacteria monitoring requirements in the watershed to support the protection of recreational uses. The Santa Watershed Project Authority (SAWPA), which oversees this monitoring program, retained CDM Smith to fulfill the program's implementation requirements. This Project Work Plan briefly describes the project background, project organization and responsibilities, monitoring sites and schedule, data management, and reporting requirements of the SAR Bacteria Monitoring Program. Additional detail is provided in this Program's Monitoring Plan and Quality Assurance Project Plan (QAPP).

### 1.0 Background

The SAR Bacteria Monitoring Program establishes the requirements for bacteria sampling to support the following objectives:

- Fulfill the monitoring and surveillance requirements for the 2012 adopted BPA to *Revise Recreation Standards for Inland Freshwaters in the Santa Ana Region* (approved by the U.S. Environmental Protection Agency in 2015);
- Conduct sampling to support implementation of the Middle Santa Ana River (MSAR) Bacterial Indicator Total Maximum Daily Load (TMDL) ("MSAR Bacteria TMDL"); and
- Support any additional bacterial indicator monitoring that may be conducted in the watershed to support regional regulatory activities.

To meet these objectives, a Monitoring Plan and QAPP were developed in coordination with watershed stakeholders and submitted to the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) for review and approval on February 5, 2016. After a period of public review, the Santa Ana Water Board approved the SAR Monitoring Program Monitoring Plan and QAPP on March 11, 2016.

### 2.0 Project/Task Organization

The approved Monitoring Plan identifies a number of agencies responsible for implementation of the SAR Bacteria Monitoring Program under the direction of a Project Director (SAWPA) and the Santa Ana Water Board, which provides oversight of the implementation of the Monitoring Plan and QAPP (see Figure 4-1 in the QAPP). The Responsible Agencies include:

- Agricultural/Dairy Representative
- City of Claremont

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Project Work Plan

- City of Pomona
- Orange County Public Works
- Riverside County Flood Control and Water Conservation District
- San Bernardino County Flood Control District
- Others, as needed<sup>1</sup>

Within each Responsible Agency, five key positions have been identified to fulfill the requirements of the Monitoring Plan: Project Manager, Project Quality Assurance (QA) Officer, Monitoring Manager, Data Manager and Sampling Personnel. While the Project Director and Responsible Agencies are ultimately responsible for collection of water quality data and preparation of annual reports to fulfill the requirements of the SAR Bacteria Monitoring Program, the Monitoring Plan and QAPP provide for the use of contractors to fulfill some or all of these responsibilities. Accordingly, SAWPA retained CDM Smith and its partner firm CWE, to fulfill some of the specific roles and responsibilities as described in the Monitoring Plan and QAPP.

**Table 1** identifies who is responsible for completion of specific Monitoring Plan elements in the 2016-2017 fiscal year (FY 2016-2017) and following. These responsibilities are more fully described as follows:

- Water quality sample collection will be conducted by different teams based on site location (Table 1 and **Figure 1**):
  - Orange County Public Works (OCPW) staff will collect samples from monitoring sites located in Orange County.
  - CDM Smith/CWE will collect samples from all sites located in Riverside and San Bernardino Counties.
- The Monitoring Managers for OCPW and CDM Smith (as identified in the QAPP) are responsible for ensuring that monitoring activities are conducted as required by the QAPP and coordination with the following contract laboratories:
  - OCPW will submit water samples to Orange County Public Health Laboratories (OCPHL) for analysis of *E. coli* and Enterococcus. Total Suspended Solids (TSS) are submitted to Enthalpy Analytical (formerly Associated Laboratories) or Weck Laboratories for analysis. OCPW is responsible for managing the OCPHL contract and payment of OCPHL invoices.

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<sup>1</sup> Two monitoring sites in Orange County are surrounded by private or state lands. The agency that will be responsible for sampling these sites is still being determined.

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- CDM Smith/CWE will submit water samples to Babcock Laboratories (Babcock) for analysis of *E.coli* and TSS. CDM Smith is responsible for managing the Babcock contract and payment of Babcock invoices.
- The Laboratory Managers of OCPHL, Weck, Enthalpy Analytical, and Babcock are responsible for ensuring that Laboratory Personnel implement the requirements of the QAPP.
- CDM Smith is responsible for the data management and reporting requirements for the SAR Bacteria Monitoring Program. To support this effort, OCPW will provide field documentation and laboratory results to CDM Smith in a timely manner.

Figure 1 provides an illustration of the work flow process for OCPW and CDM Smith/CWE from sample collection through preparation of the annual report.

**Table 1. Responsibilities by County**

Work Plan Activity	Orange County	Riverside County	San Bernardino County
<b>Sample Collection</b> <ul style="list-style-type: none"> <li>▪ Supplies</li> <li>▪ Schedule</li> <li>▪ Staffing</li> </ul>	Orange County Public Works	CDM Smith/CWE	CDM Smith/CWE
<b>Laboratory Coordination</b> <ul style="list-style-type: none"> <li>▪ Sample drop off and analyses</li> <li>▪ Reporting</li> <li>▪ Invoicing and payment</li> </ul>	Orange County Public Works	CDM Smith/CWE	CDM Smith/CWE
<b>Data Management</b> <ul style="list-style-type: none"> <li>▪ Maintain and upload database</li> </ul>	CDM Smith	CDM Smith	CDM Smith
<b>Reporting</b> <ul style="list-style-type: none"> <li>▪ Quarterly Reports</li> <li>▪ Annual Report</li> </ul>	CDM Smith	CDM Smith	CDM Smith



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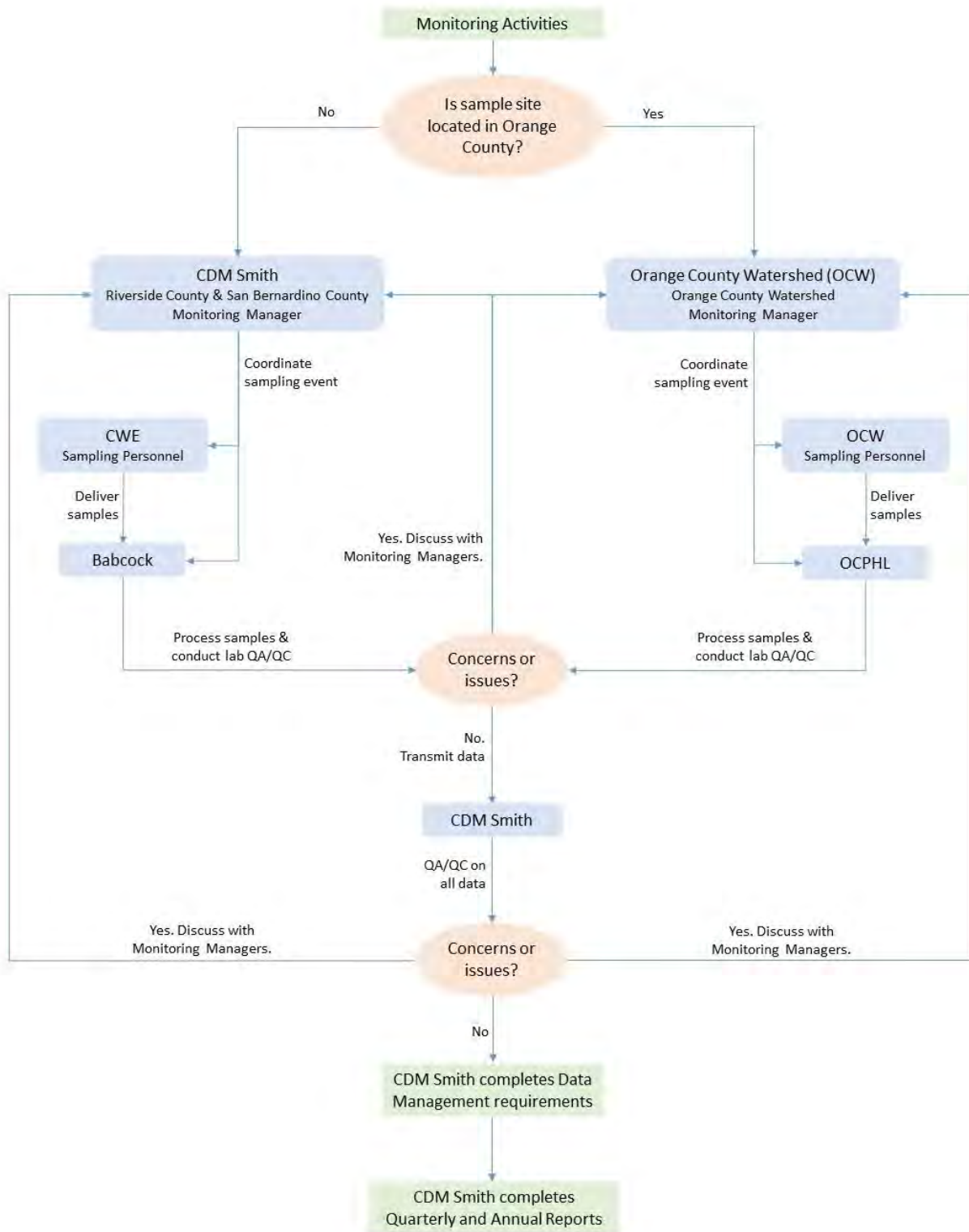


Figure 1. SAR Bacteria Monitoring Program Work Flow Diagram

## 3.0 Monitoring Sites & Schedule

### 3.1 Monitoring Sites

Monitoring sites for the SAR Bacteria Monitoring Program, discussed in more detail in Section 3 of the Monitoring Plan and Sections 6 and 10 of the QAPP, are classified into four groups based on the priority of the waterbodies (**Table 2**). With the exception of Priority 2 waterbodies, which are also sampled during one wet weather event each year (see Section 3.2 below), these sites are monitored only under dry weather conditions, which is defined as no measurable rainfall within a 72 hour period prior to sampling. Priority sites are described as follows in the Monitoring Plan:

- **Priority 1:** The first priority is to establish a monitoring program that can determine whether bacteria levels are "safe" at those locations where and when people are most likely to engage in water contact recreation. These waters are all Tier A waters per the 2012 BPA.
- **Priority 2:** The second priority is to focus monitoring resources on waterbodies that have been identified as "impaired" due to excessive bacterial indicator concentrations and a TMDL has already been adopted. Monitoring efforts to evaluate progress toward attainment with the water quality standard in these impaired waters fall with priority two. This will ensure that the monitoring program is closely coordinated with TMDL-related sampling efforts.
- **Priority 3:** The third priority is 303(d)-listed or impaired waterbodies where a TMDL has not yet been developed. For these Priority 3 sites the monitoring program includes periodic sample collection on an annual basis.
- **Priority 4:** The fourth priority is to collect the bacteria indicator data needed to implement the antidegradation targets that have been established for waterbodies designated as REC2 only (i.e., the REC1 beneficial use has been de-designated through an approved Use Attainability Analysis). Data collection from these Priority 4 waterbodies provides the Santa Ana Water Board with the ability to assess the status and trend of bacterial indicator water quality as part of the normal Triennial Review process.

### 3.2 Dry Weather Monitoring Schedule

The dry weather sample frequency varies by priority and is described as follows:

- **Priority 1:** Priority 1 sites will be sampled during dry weather for a 20-week period during the warmest part of the year between May 1 and September 30. Priority 1 sample sites will also be sampled during one 5-week period from the end of October through most of November each year during the cooler season.
- **Priority 2:** Priority 2 sites are sampled at the same frequency and schedule as Priority 1 sites. This includes a 20-week period during the warmer season and a 5-week period during the cooler season.

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**Table 2. Monitoring Sites**

Priority	Site ID	Site Description	Latitude	Longitude	Responsibility
1	P1-1	Canyon Lake at Holiday Harbor	33.6808	-117.2724	CDM Smith/CWE
1	P1-2	Lake Elsinore	33.3937	-117.3345	CDM Smith/CWE
1	P1-3	Lake Perris	33.8614	-117.1908	CDM Smith/CWE
1	P1-4	Big Bear Lake at Swim Beach	34.2482	-116.9034	CDM Smith/CWE
1	P1-5	Mill Creek Reach 2	34.0891	-116.9247	CDM Smith/CWE
1	P1-6	Lytle Creek (Middle Fork) <sup>1</sup>	34.2480	-117.5110	CDM Smith/CWE
1,2	WW-S1	Santa Ana River Reach 3 at MWD Crossing	33.9681	-117.4479	CDM Smith/CWE
1,2	WW-S4	Santa Ana River Reach 3 at Pedley Avenue	33.9552	-117.5327	CDM Smith/CWE
2	WW-M6	Mill-Cucamonga Creek below Wetlands	33.9268	-117.6250	CDM Smith/CWE
2	WW-C7	Chino Creek at Central Avenue	33.9737	-117.6889	CDM Smith/CWE
2	WW-C3	Prado Park Lake	33.9400	-117.6473	CDM Smith/CWE
3	P3-OC1	Bolsa Chica Channel upstream of Westminster Blvd/Bolsa Chica Rd	33.7596	-118.0430	OCPW
3	P3-OC2	Borrego Creek upstream of Barranca Parkway	33.6546	-117.7321	OCPW
3	P3-OC3	Buck Gully Creek Little Corona Beach at Poppy Avenue/Ocean Blvd	33.5900	-117.8684	OCPW
3	P3-OC5	Los Trancos Creek at Crystal Cove State Park	33.5760	-117.8406	TBD <sup>2</sup>
3	P3-OC6	Morning Canyon Creek at Morning Canyon Beach	33.5876	-117.8658	TBD <sup>2</sup>
3	P3-OC7	Peters Canyon Wash downstream of Barranca Parkway	33.6908	-117.8240	OCPW
3	P3-OC8	San Diego Creek downstream of Campus Drive (Reach 1)	33.6553	-117.8454	OCPW
3	P3-OC9	San Diego Creek at Harvard Avenue (Reach 2)	33.6880	-117.8187	OCPW
3	P3-OC10	Santa Ana River Reach 2 downstream of Imperial Highway	33.8574	-117.7916	OCPW
3	P3-OC11	Serrano Creek upstream of Barranca/Alton Parkway	33.6483	-117.7248	OCPW
3	P3-RC1	Goldenstar Creek at Ridge Canyon Drive	33.8964	-117.3586	CDM Smith/CWE
3	P3-RC2	Lake Fulmor at the Lakeside Boardwalk	33.8052	-116.7798	CDM Smith/CWE
3	P3-SBC1	Santa Ana River Reach 4 above S. Riverside Avenue Bridge	34.0248	-117.3628	CDM Smith/CWE
4	P4-RC1	Temescal Creek at Main Street	33.8895	-117.5636	CDM Smith/CWE
4	P4-OC1	Santa Ana Delhi Channel Upstream of Irvine Avenue	33.6602	-117.8810	OCPW
4	P4-OC2	Santa Ana Delhi Channel in Tidal Prism	33.6529	-117.8837	OCPW
4	P4-OC3	Greenville-Banning Channel in Tidal Prism	33.6594	-117.9479	OCPW
4	P4-SBC1	Cucamonga Creek at Hellman Avenue	33.9493	-117.6104	CDM Smith/CWE

<sup>1</sup> An alternative location for Lytle Creek was approved by the Regional Board staff during the April 26, 2016 Task Force meeting; site number will remain P1-6.

<sup>2</sup> The responsibility for sampling this site is still to be determined.

- **Priority 3:** Priority 3 sites will be sampled five times during dry weather each year. The thirteen sites are grouped into five groups primarily based on location and each group for efficiency purposes. Each group of sites will be sampled for 5 consecutive weeks at different periods of the year. The overall sample schedule for these sites overlaps with the Priority 1 & 2 sample site schedule to maximize efficiency with the collection of samples.
- **Priority 4:** Priority 4 sites will be sampled once per year during the dry season between June 21 and September 21. If the result exceeds the antidegradation target threshold value for the site, additional samples will be collected once per month for the three following months. If any of the follow-up samples exceeds the antidegradation target, then sampling will continue on a monthly basis until source(s) of the increased bacterial indicator concentration is identified and mitigated and bacterial indicator levels return to below the antidegradation target in three of four samples collected over three consecutive months.

This Project Work Plan, including the budget, *only* covers the collection, analysis and reporting of the one sample collected from each Priority 4 site each year. The budget does not include any necessary follow-up sampling if an antidegradation target is exceeded. If the antidegradation target is exceeded, the following actions are required:

- If the site is in Orange County, OCPW is responsible for implementing the follow-up sample requirements, including sample collection, laboratory analysis, data management, and submitting results to CDM Smith for reporting.
- If the site is in Riverside County or San Bernardino County, CDM Smith/CWE is responsible for working with SAWPA on development of a follow-up sampling schedule and securing the budget to fulfill the follow-up sampling requirements, including sample collection, laboratory analysis, data management, and reporting.

**Table 3** provides the dry weather monitoring periods for 2016-2020; **Table 4** provides the rotational schedule for Priority 3 sites.

### 3.2 Wet Weather Monitoring Schedule

Priority 2 sites are also sampled during wet weather to comply with specific monitoring requirements established by the MSAR TMDL. This requirement includes sampling one wet weather event during each wet season (November 1 through March 31). Samples will be collected on the day of the storm as well as 48, 72, and 96 hours after collection of the first sample. All Priority 2 sites are located in Riverside or San Bernardino Counties and CDM Smith/CWE is responsible for completing this monitoring requirement each year. If sampling occurs on weekends or holidays, CWE charges labor at an overtime rate to appropriately compensate staff. The Project Budget has taken this into account.

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Project Work Plan

**Table 3. Sample schedule for Priority 1 and 2 waters during dry weather conditions (2016 - 2020)  
(See the Monitoring Plan for referenced Tables 3.1 and 3.3)**

Year	Sample Season	First Week of Sampling	Last Week of Sampling	Priority 1 Waters	Priority 2 Waters
2016	Warm Season	May 8	September 18	All Table 3.1 Waters	All Table 3.3 Waters
	Cool Season	October 30	November 27	All Table 3.1 Waters	All Table 3.3 Waters
2017	Warm Season	May 7	September 17	All Table 3.1 Waters	All Table 3.3 Waters
	Cool Season	October 29	November 26	All Table 3.1 Waters	All Table 3.3 Waters
2018	Warm Season	May 6	September 16	All Table 3.1 Waters	All Table 3.3 Waters
	Cool Season	October 28	November 25	All Table 3.1 Waters	All Table 3.3 Waters
2019	Warm Season	May 5	September 15	All Table 3.1 Waters	All Table 3.3 Waters
	Cool Season	October 27	November 24	All Table 3.1 Waters	All Table 3.3 Waters
2020	Warm Season	May 10	September 20	All Table 3.1 Waters	All Table 3.3 Waters
	Cool Season	October 25	November 22	All Table 3.1 Waters	All Table 3.3 Waters

**Table 4. Sample schedule for Priority 3 waters during dry weather conditions (2016 - 2020)**

Year	First Week of Sampling	Last Week of Sampling	Priority 3 Waters
2016	May 8	June 5	<b>Group 1:</b> Bolsa Chica Channel, , Santa Ana River Reach 2
	June 12	July 10	<b>Group 2:</b> Peters Canyon Wash, San Diego Creek Reach 1, San Diego Creek Reach 2, Borrego Creek, Serrano Creek
	July 17	August 14	<b>Group 3:</b> Los Trancos Creek, Morning Canyon Creek, Buck Gully Creek
	August 21	September 18	<b>Group 4:</b> Santa Ana Reach 4
	October 30	November 27	<b>Group 5:</b> Goldenstar Creek, Lake Fulmor
2017	May 7	June 4	<b>Group 2:</b> Peters Canyon Wash, San Diego Creek Reach 1, San Diego Creek Reach 2, Borrego Creek, Serrano Creek
	June 11	July 9	<b>Group 3:</b> Los Trancos Creek, Morning Canyon Creek, Buck Gully Creek
	July 16	August 13	<b>Group 4:</b> Santa Ana Reach 4
	August 20	September 17	<b>Group 5:</b> Goldenstar Creek, Lake Fulmor
	October 29	November 26	<b>Group 1:</b> Bolsa Chica Channel, , Santa Ana River Reach 2

**Table 4. Sample schedule for Priority 3 waters during dry weather conditions (2016 - 2020)**

Year	First Week of Sampling	Last Week of Sampling	Priority 3 Waters
2018	May 6	June 3	<b>Group 3:</b> Los Trancos Creek, Morning Canyon Creek, Buck Gully Creek
	June 10	July 8	<b>Group 4:</b> Santa Ana Reach 4
	July 15	August 12	<b>Group 5:</b> Goldenstar Creek, Lake Fulmor
	August 19	September 16	<b>Group 1:</b> Bolsa Chica Channel, , Santa Ana River Reach 2
	October 28	November 25	<b>Group 2:</b> Peters Canyon Wash, San Diego Creek Reach 1, San Diego Creek Reach 2, Borrego Creek, Serrano Creek
2019	May 5	June 2	<b>Group 4:</b> Santa Ana Reach 4
	June 9	July 7	<b>Group 5:</b> Goldenstar Creek, Lake Fulmor
	July 14	August 11	<b>Group 1:</b> Bolsa Chica Channel, , Santa Ana River Reach 2
	August 18	September 15	<b>Group 2:</b> Peters Canyon Wash, San Diego Creek Reach 1, San Diego Creek Reach 2, Borrego Creek, Serrano Creek
	October 27	November 24	<b>Group 3:</b> Los Trancos Creek, Morning Canyon Creek, Buck Gully Creek
2020	May 10	June 7	<b>Group 5:</b> Goldenstar Creek, Lake Fulmor
	June 14	July 12	<b>Group 1:</b> Bolsa Chica Channel, , Santa Ana River Reach 2
	July 19	August 16	<b>Group 2:</b> Peters Canyon Wash, San Diego Creek Reach 1, San Diego Creek Reach 2, Borrego Creek, Serrano Creek
	August 23	September 20	<b>Group 3:</b> Los Trancos Creek, Morning Canyon Creek, Buck Gully Creek
	October 25	November 22	<b>Group 4:</b> Santa Ana Reach 4

## 4.0 Laboratory Selection

Since bacteria samples have a limited holding time of 6 hours, it is optimal and more efficient to use multiple laboratories based on their proximity to monitoring sites. As such, OCPHL and Babcock were selected by Responsible Agencies to analyze samples collected from Orange County and the Inland Empire (Riverside and San Bernardino Counties), respectively. Analytical methods and associated costs for analyzing *E.coli* and TSS are shown in **Table 5**. To maintain consistency within the watershed and allow for direct comparisons where available, both Babcock and OCPHL will use SM 9223B to analyze *E.coli* samples. OCPHL will use EPA Method 1600 to analyze Enterococcus samples.

**Table 5. Cost and Methodology for *E. coli* and TSS Analyses**

Laboratory	<i>E. coli</i> Method	<i>E. coli</i> Cost per Sample	TSS Method	TSS Cost per Sample
Babcock Laboratories	SM9223B (Colilert)	\$20 (\$20)	SM2540D	\$15
Orange County Public Health Laboratory	SM9223B (Colilert)	\$27.55 (\$27.55)	n/a	
	EPA Method 1600	\$40.17		
Enthalpy Analytical	n/a		SM 2540D	\$10
Weck Laboratories			SM 2540D	\$10

Note: EPA Methods 1600 includes three dilutions per sample; pricing for Colilert methods includes one dilution only and each additional dilution will result in added cost listed in parenthesis.

## 5.0 Data Management

The Data Manager (CDM Smith) will implement the following data management activities as required by the SAR Bacteria Monitoring Program Monitoring Plan and QAPP:

- Data and project documentation generated as part of monitoring activities will be provided to CDM Smith to inventory and maintain. Documentation will include sample collection records (field logs and photographs), analytical records (laboratory results and Chain-of-Custody forms), and reports (laboratory results and QA/QC reports).
  - By the 10<sup>th</sup> of each calendar month, CWE and OCPW will provide photographs, field logs, and copies of the COCs to CDM Smith generated by all sampling events that occurred within the previous calendar month.
  - Babcock Laboratories will provide laboratory results to CDM Smith following each sampling event. Laboratory QA/QC reports will be provided to CDM Smith within one month of the conclusion of each sampling season (January 15<sup>th</sup> for dry weather and April 15<sup>th</sup> for wet weather).
  - By the 10<sup>th</sup> of each calendar month, OCPW will provide CDM Smith with laboratory results generated by all sampling events that occurred within the previous calendar month. OCPW will also provide CDM Smith with OCPHL laboratory QA/QC reports within one month of the conclusion of each sampling season (January 15<sup>th</sup> for dry weather and April 15<sup>th</sup> for wet weather).
- CDM Smith will review the data and project documentation to ensure the expected data set is complete and the data and samples are collected as specified by the Monitoring Plan and QAPP. The review will be conducted quarterly as part of the quarterly report preparation as well as annually as part of the annual report preparation.
  - If the review indicates any concerns (e.g., incomplete dataset), CDM Smith will discuss concerns and corrective actions with CWE, Babcock Laboratories, and/or the OCPW

Monitoring Manager. The OCPW Monitoring Manager is responsible for discussing any concerns related to OCPHL or OWC with sampling personnel.

- CDM Smith will enter all data into a Project Database that uses an acceptable format. The format of this project database will consider requirements for upload to the California Environmental Data Exchange Network (CEDEN). CDM Smith will implement appropriate data entry QA/QC checks as required by the QAPP. Any data anomalies identified during this QA/QC check will be investigated and resolved to the maximum extent practicable. Where such issues occur, these will be reported in the quarterly and annual reports.
- QA/QC checked data will be uploaded to the CEDEN database on a monthly basis.
- Data in the Project Database will be extracted to support preparation of the quarterly reports, Annual Report, and other requests from SAWPA or stakeholders.
- CDM Smith will submit to SAWPA on an annual basis the data and field documentation generated by the monitoring program; this information will be provided in an electronic format. This submittal will occur at the same time the Final Annual Report is submitted to SAWPA.

## 6.0 Reporting Requirements

Annual reporting requirements for the SAR Bacteria Monitoring Program are described in Section 7 of the Monitoring Plan and Section 9 of the QAPP. In addition, quarterly reports are required for submittal to the Project Director. CDM Smith will be responsible for both quarterly and annual reporting for all three counties through implementation of the activities described below.

### 6.1 Quarterly Reports

- CDM Smith will prepare quarterly reports for SAWPA and stakeholders for delivery to SAWPA by the 15<sup>th</sup> of the month following the end of the previous quarter. These reports will include, at a minimum, the following information:
  - A summary of monitoring activities that have occurred during the previous quarter;
  - Documentation of any issues (e.g., data or laboratory QA/QC issues) that arose during the execution of the monitoring program and how these issues were resolved;
  - A tabular data summary that documents available *E.coli*, Enterococcus, and TSS laboratory results and field measurements for each sampled site for the quarter;
  - A summary of upcoming sampling activity; and
  - Recommendations, if any, for modifications to the monitoring program based on knowledge gained.
- OCPW will be responsible for providing all project documentation to CDM Smith monthly. Documentation includes photographs, field logs, COCs, and laboratory data. OCPW will also



be responsible for communicating to CDM Smith any monitoring-related concerns (e.g., protocol, QA/QC, laboratory) as well as steps taken to resolve any concerns.

- CWE will be responsible for providing CDM Smith with photographs, field logs, and COCs at the end of each month.
- Babcock will be responsible for providing CDM Smith with laboratory data following each sampling event.

## 6.2 Annual Report

CDM Smith will prepare a Draft and a Final Annual Report for each year of the contract to reflect findings from sampling conducted during the previous sample year. A sample year is the period from May 1 through April 30 and includes the following sample activities: (a) collection of dry weather samples from Priority 1, 2, 3, and 4 sites from May through September; (b) collection of dry weather samples from Priority 1, 2 and 3 sites in late October through November; and (c) collection of samples from one wet weather event in the MSAR watershed between November 1 and March 31. Note that for the first annual report, the period covered by the annual report will be for the period from January 1, 2016 through April 30, 2017.

To support preparation of the Annual Report, project documentation will be provided to CDM Smith as follows:

- By January 15<sup>th</sup> of each reporting year, CWE, Babcock, and OCPW will provide all forms, data sheets, or electronic files associated with non-wet weather event sampling will be provided to CDM Smith. For the first annual report, this information will be provided by January 15, 2017.
- Within 15 days after completion of wet weather event sampling, CWE will provide all forms, data sheets, or electronic files associated with the sampling event to CDM Smith.
- Any QA/QC-related information not yet provided to CDM Smith during the previous fiscal year when sampling was occurring will be provided to CDM Smith by Babcock and OCPW by January 15<sup>th</sup> of each reporting year for non-wet weather sampling and April 15<sup>th</sup> of each reporting year for the wet-weather sampling event.

The Draft Annual Report will build on the relevant information already developed for the quarterly reports. At a minimum, the Draft Annual Report will include the following information:

- Compliance with applicable water quality objectives for REC1;
- Compliance with applicable antidegradation targets for waters classified as REC2 only;
- Progress towards achieving attainment of MSAR Bacteria TMDL numeric targets for E. coli; and
- Impairment status of waterbodies listed as impaired in the watershed but a TMDL has not been adopted.

As part of the effort to evaluate the above, water quality analyses will include descriptive statistics such as geometric mean and percentile calculations. In addition where appropriate, water quality results may be compared to historical data collected through this plan or previous monitoring efforts to assess temporal trends at monitoring sites.

By April 30 of each year, CDM Smith will submit the Draft Annual Report to SAWPA for distribution to stakeholders and the Santa Ana Water Board for review and comment. CDM Smith will prepare a Final Annual Report based on comments received on the Draft Annual Report. The Final Annual Report will be submitted electronically to SAWPA by June 30 each year. The Final Annual Report will include a comment/response matrix that summarizes the comments received on the draft report and how the comments were addressed. SAWPA will make the Final Annual Report available to the public on either the Santa Ana Water Board or SAWPA's website.

## 7.0 Deliverables

CDM Smith will provide the following deliverables:

- Quarterly Reports (April 15, July 15, October 15, and January 15 of each year)
- Draft Annual Report by April 30 of each year, with the first Draft Annual Report under this program being provided as a draft by April 30, 2017.
- Final Annual Report by June 30 of each year, with the first Final Annual Report under this program being submitted as final by June 30, 2017.
- Updated CEDEN Database file or spreadsheet by January 15<sup>th</sup> of each year for dry weather samples and by April 15<sup>th</sup> of each year for wet weather samples.
- Uploaded data file to CEDEN by within 30 days of submittal of the Final Annual Report
- Updated Project Work Plan annually for up to 3 years

## 8.0 Annual Program Budget

The annual program budget is presented in the following tables:

- **Table 6** – Explanation regarding how costs were apportioned by County;
- **Table 7** – Cost breakdown by task for each County;
- **Table 8** – Cost breakdown by task for each contractor; and
- **Table 9** – Summary of task-specific cost for each County.

Where common costs needed to be divided between two or three counties, the total budget was allocated based on the relative number of samples collected during one year. For example if the total budget for a hypothetical task was \$10,000 and 30% of the samples were collected in one county, then that county would be responsible for 30% of that task budget. Table 6 summarizes the cost apportionment by task.

**Table 6. Basis for Apportioning Costs to Riverside (RC), San Bernardino County (SBC), and Orange County (OC)**

Task	Cost Apportionment
1	RC, SBC, OC – Based on relative percent of samples among counties.
2.1 & 2.2	RC, SBC only – Based on relative percent of samples between counties. OCPW is responsible for coordination with OCPHL.
2.3	RC, SBC, OC – Based on relative percent of samples among counties. Assumed CDM Smith would do final QA/QC the OCPHL data provided by OCPW to ensure in compliance with QAPP.
3.1 & 3.4	RC, SBC, OC – Based on relative percent of samples among counties. Assumed CDM Smith would have labor costs for coordination with OCPW Monitoring Manager; CDM Smith preparing quarterly reports for all 3 counties.
3.2	RC, SBC only – Based on relative percent of samples between counties. OCPW responsible for sample collection and analysis in OC.
3.3	RC & SBC – Based on relative percent of samples between counties; no wet weather monitoring occurs in OC.
4 & 5	RC, SBC, OC – based on relative percent of samples among counties.

Tables 7, 8 and 9 provide overall program costs and breakdown by County:

- The proposed budget of \$133,212 for Riverside County includes: (1) CDM Smith Task Force meeting attendance and preparation (Task 1); (2) contracting, invoicing, and coordinating with Babcock Laboratory (Task 2); (3) data review for completeness and QA/QC (Task 2); (4) coordination and implementation of all monitoring activities for sites located within Riverside County, including coordinating with the field team, sample collection by the field team, and ensuring monitoring activities are conducted in accordance with the Monitoring Plan and QAPP (Task 3); and (5) completing all reporting and data management requirements (Tasks 4 & 5).
- The proposed budget of \$154,808 for San Bernardino County includes: (1) CDM Smith Task Force meeting attendance and preparation (Task 1); (2) contracting, invoicing, and coordinating with Babcock Laboratory (Task 2); (3) data review for completeness and QA/QC (Task 2); (4) coordination and implementation of all monitoring activities for sites located within San Bernardino County, including coordinating with the field team, sample collection by the field team, and ensuring monitoring activities are conducted in accordance with the Monitoring Plan and QAPP (Task 3); and (5) completing all reporting and data management requirements (Tasks 4 & 5).
- The proposed budget of \$19,396 for Orange County includes a subset of previously listed responsibilities. This includes (1) CDM Smith Task Force meeting attendance and preparation (Task 1); (2) data review for completeness and QA/QC (Task 2); (3) coordination

SAR Bacteria Monitoring Program  
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with the OCPW Monitoring Manager to ensure their portion of the Monitoring Program is implemented (Task 3), and (4) completing all reporting and data management requirements (Task 4 & 5). Contracting, invoicing, and coordination with OCPHL as well as implementation of the Monitoring Program (coordination with field team, sample collection, and sample analyses) is the responsibility of the OCPW Monitoring Manager and is not included in the annual program budget.

**Table 7. SAR Bacteria Monitoring Program Task-Specific Estimated Cost Breakdown by County for FY 2016-2017**

Task	Riverside County		San Bernardino County		Orange County		Totals
	Labor	ODCs	Labor	ODCs	Labor	ODCs	
<b>Task 1: Stakeholder Coordination<sup>1</sup></b>	<b>\$1,831</b>	<b>\$694</b>	<b>\$2,106</b>	<b>\$798</b>	<b>\$813</b>	<b>\$308</b>	<b>\$6,550</b>
Task 1.4 Quarterly Stakeholder Meetings	\$1,831	\$694	\$2,106	\$798	\$813	\$308	\$6,550
<b>Task 2: Contract with Qualified Laboratory<sup>1</sup></b>	<b>\$7,121</b>	<b>\$12,600</b>	<b>\$8,189</b>	<b>\$14,490</b>	<b>\$1,270</b>	<b>\$ -</b>	<b>\$43,670</b>
Task 2.1 Laboratory Contracts/Agreements	\$1,321	\$ -	\$1,519	\$ -	\$ -	\$ -	\$2,840
Task 2.2 Laboratory Coordination	\$2,937	\$ -	\$3,378	\$ -	\$ -	\$ -	\$6,315
Task 2.3 Laboratory Analysis	\$2,863	\$12,600	\$3,292	\$14,490	\$1,270	\$ -	\$34,515
<b>Task 3: Implement Monitoring Program<sup>2</sup></b>	<b>\$75,334</b>	<b>\$8,222</b>	<b>\$88,051</b>	<b>\$9,652</b>	<b>\$4,841</b>	<b>\$ -</b>	<b>\$186,100</b>
Task 3.1 Sample Team Administration	\$5,600	\$ -	\$6,318	\$ -	\$2,442	\$ -	\$14,360
Task 3.2 Dry Weather Monitoring <sup>3</sup>	\$58,484	\$7,843	\$68,656	\$9,208	\$ -	\$ -	\$144,191
Task 3.3 Wet Weather Monitoring	\$5,845	\$379	\$6,861	\$444	\$ -	\$ -	\$13,529
Task 3.4 Quarterly Reports	\$5,405	\$ -	\$6,216	\$ -	\$2,399	\$ -	\$14,020
<b>Task 4: Annual Reporting</b>	<b>\$13,710</b>	<b>\$ -</b>	<b>\$15,767</b>	<b>\$ -</b>	<b>\$6,084</b>	<b>\$ -</b>	<b>\$35,560</b>
Task 4.1 Draft Annual Report	\$9,615	\$ -	\$11,058	\$ -	\$4,267	\$ -	\$24,940
Task 4.2 Final Annual Report	\$3,855	\$ -	\$4,434	\$ -	\$1,711	\$ -	\$10,000
Task 4.3 Data Requests	\$240	\$ -	\$275	\$ -	\$106	\$ -	\$620
<b>Task 5: Data Management</b>	<b>\$13,700</b>	<b>\$ -</b>	<b>\$15,755</b>	<b>\$ -</b>	<b>\$6,080</b>	<b>\$ -</b>	<b>\$35,535</b>
Task 5.1 Database Development	\$3,152	\$ -	\$3,625	\$ -	\$1,399	\$ -	\$8,175
Task 5.2 Data Entry; QA/QC	\$5,160	\$ -	\$5,935	\$ -	\$2,290	\$ -	\$13,385
Task 5.3 Monthly Uploads to CEDEN	\$4,478	\$ -	\$5,150	\$ -	\$1,987	\$ -	\$11,615
Task 5.4 Other Data Requests	\$910	\$ -	\$1,046	\$ -	\$404	\$ -	\$2,360
<b>Total - 2016</b>	<b>\$111,696</b>	<b>\$21,516</b>	<b>\$129,868</b>	<b>\$24,940</b>	<b>\$19,088</b>	<b>\$308</b>	<b>\$307,415</b>
<sup>1</sup> Task 1 ODC costs for attendance by Dr. Meyerhoff at quarterly stakeholder meetings; Task 2 ODC costs are for analysis of <i>E. coli</i> or Enterococcus, which assumes 3 dilutions, and TSS samples.							
<sup>2</sup> Task 3 ODCs are as follows: (a) mileage at IRS rate of 0.575/mile; (b) YSI cost at \$96/sample day; (c) waterproof digital camera at \$10/sample day; (d) decontamination kit at \$10/sample day; (e) grab pole/bucket at \$5/sample day; and (f) consumables (gloves, distilled water, ice, etc., at \$15/sample day). If flow measurements require additional equipment, additional costs may be incurred.							
<sup>3</sup> The responsible party for the two sites in Orange County located on private or state land is part of an ongoing discussion and will be finalized at a later time. Task 3 dry weather monitoring costs in this budget does not include these two sites but pending the outcome of the discussions, additional costs will be incurred by the Responsible Agency (TBD).							

SAR Bacteria Monitoring Program  
Project Work Plan

**Table 8. SAR Bacteria Monitoring Program Task-Specific Estimated Cost Breakdown by Contractor for FY 2016-2017**

Task	CDM Smith		CWE		Totals
	Labor	ODCs	Labor	ODCs	
<b>Task 1: Stakeholder Coordination<sup>1</sup></b>	<b>\$4,750</b>	<b>\$1,800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$6,550</b>
Task 1.4 Quarterly Stakeholder Meetings	\$4,750	\$1,800	\$ -	\$ -	\$6,550
<b>Task 2: Contract with Qualified Laboratory<sup>1</sup></b>	<b>\$16,580</b>	<b>\$27,090</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$43,670</b>
Task 2.1 Laboratory Contracts/Agreements	\$2,840	\$ -	\$ -	\$ -	\$2,840
Task 2.2 Laboratory Coordination	\$6,315	\$ -	\$ -	\$ -	\$6,315
Task 2.3 Laboratory Analysis	\$7,425	\$27,090	\$ -	\$ -	\$34,515
<b>Task 3: Implement Monitoring Program<sup>2</sup></b>	<b>\$30,110</b>	<b>\$ -</b>	<b>\$138,116</b>	<b>\$17,874</b>	<b>\$186,100</b>
Task 3.1 Sample Team Administration	\$14,360	\$ -	\$ -	\$ -	\$14,360
Task 3.2 Dry Weather Monitoring <sup>3</sup>	\$ -	\$ -	\$127,140	\$17,051	\$144,191
Task 3.3 Wet Weather Monitoring	\$1,730	\$ -	\$10,976	\$823	\$13,529
Task 3.4 Quarterly Reports	\$14,020	\$ -	\$ -	\$ -	\$14,020
<b>Task 4: Annual Reporting</b>	<b>\$35,560</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$35,560</b>
Task 4.1 Draft Annual Report	\$24,940	\$ -	\$ -	\$ -	\$24,940
Task 4.2 Final Annual Report	\$10,000	\$ -	\$ -	\$ -	\$10,000
Task 4.3 Data Requests	\$620	\$ -	\$ -	\$ -	\$620
<b>Task 5: Data Management</b>	<b>\$35,535</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$35,535</b>
Task 5.1 Database Development	\$8,175	\$ -	\$ -	\$ -	\$8,175
Task 5.2 Data Entry; QA/QC	\$13,385	\$ -	\$ -	\$ -	\$13,385
Task 5.3 Monthly Uploads to CEDEN	\$11,615	\$ -	\$ -	\$ -	\$11,615
Task 5.4 Other Data Requests	\$2,360	\$ -	\$ -	\$ -	\$2,360
<b>Total - 2016</b>	<b>\$122,535</b>	<b>\$28,890</b>	<b>\$138,116</b>	<b>\$17,874</b>	<b>\$307,415</b>
<sup>1</sup> Task 1 ODC costs for attendance by Dr. Meyerhoff at quarterly stakeholder meetings; Task 2 ODC costs are for analysis of <i>E. coli</i> or Enterococcus, which assumes 3 dilutions, and TSS samples.					
<sup>2</sup> Task 3 ODCs are as follows: (a) mileage at current IRS rate of 0.54/mile; (b) YSI cost at \$96/sample day; (c) waterproof digital camera at \$10/sample day; (d) decontamination kit at \$10/sample day; (e) grab pole/bucket at \$5/sample day; and (f) consumables (gloves, distilled water, ice, etc., at \$15/sample day). If flow measurements require additional equipment, additional costs may be incurred.					
<sup>3</sup> The responsible party for the two sites in Orange County located on private or state land is part of an ongoing discussion and will be finalized at a later time. Task 3 dry weather monitoring costs in this budget does not include these two sites but pending the outcome of the discussions, additional costs will be incurred by the identified Responsible Agency (TBD).					

SAR Bacteria Monitoring Program  
Project Work Plan

**Table 9. Summary of Estimated SAR Bacteria Monitoring Program Costs for Each County for FY 2016-2017**

Task	Riverside County		San Bernardino County		Orange County		Totals
	Labor	ODCs	Labor	ODCs	Labor	ODCs	
<b>Task 1: Stakeholder Coordination</b>	\$1,831	\$694	\$2,106	\$798	\$813	\$308	\$6,550
<b>Task 2: Contract with Qualified Laboratory</b>	\$7,121	\$12,600	\$8,189	\$14,490	\$1,270	\$ -	\$43,670
<b>Task 3: Implement Monitoring Program</b>	\$75,334	\$8,222	\$88,051	\$9,652	\$4,841	\$ -	\$186,100
<b>Task 4: Annual Reporting</b>	\$13,710	\$ -	\$15,767	\$ -	\$6,084	\$ -	\$35,560
<b>Task 5: Data Management</b>	\$13,700	\$ -	\$15,755	\$ -	\$6,080	\$ -	\$35,535
<b>Totals</b>	<b>\$111,696</b>	<b>\$21,516</b>	<b>\$129,868</b>	<b>\$24,940</b>	<b>\$19,088</b>	<b>\$308</b>	<b>\$307,415</b>
<b>Grand Total<sup>1,2</sup></b>	<b>\$133,212</b>		<b>\$154,808</b>		<b>\$19,396</b>		
<sup>1</sup> With the exception of Tasks 2.1, 2.2, and 3.3, which only applies to Riverside and San Bernardino Counties, per county costs are based on percentage of total samples collected within each County each year. Riverside County = 39%; San Bernardino County = 44% and Orange County = 17%. These percentages were used as multipliers for each task to assign an estimated cost by task for each county. Task 3.2 and ODCs for Task 2.3 (laboratory analysis costs) for Orange County are not included in the annual program budget.							
<sup>2</sup> Budget assumes that all field work will be conducted during weekdays and that weekend hours will be considered overtime, resulting in overtime labor costs.							



600 Wilshire Blvd, Suite 750  
Los Angeles, CA 90017  
tel: 213 457-2200

November 9, 2018

Mr. Rick Whetsel  
Santa Ana Watershed Project Authority  
11615 Sterling Avenue  
Riverside, CA 92503

**Subject: CDM Smith Proposed Budget for Regional Bacteria Monitoring Program: 2019-2020 Sampling Year**

Dear Mr. Whetsel:

The purpose of this letter is to present CDM Smith's project budget for the 2019-2020 sample year for the Santa Ana River Regional Bacteria Monitoring Program. The proposed project budget by task for the upcoming year is \$362,865 (Table 1). Table 2 provides the same budget separated by county. The revised budget reflects the following:

- Updated CDM Smith billing rates (billing rates increased by 3%);
- Updated labor costs for our sampling contractor, CWE (billing rates increased between 0 to 4% per labor category);
- Updated of Babcock Laboratory costs (up to 7% increase in cost/sample from previous round of work);
- Additional monitoring at Cucamonga Creek at Hellman Avenue (P4-SBC1) per the Regionwide Bacteria Monitoring Plan Amendment;
- Updating the Work Plan and coordination calls/meetings with each County to confirm changes; and
- Preparation of a 2 to 4 page Executive Summary to supplement the Annual Report.





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Steve Wolosoff will serve as Project Manager for this work. Steve will be supported by Tiffany Lin and staff from CWE that will perform the monitoring. Our team provides continuity with previous monitoring efforts and will be able to efficiently perform this work without any learning curve. We appreciate having the opportunity to continue to provide monitoring services to SAWPA; recognize the importance of this work; and are committing our team for the duration of this project. Please contact me at (213) 457-2200 if you have any questions regarding our proposal.

Sincerely,

A handwritten signature in blue ink that reads "David J. Jensen". The signature is written in a cursive style with a long horizontal stroke at the end.

David J. Jensen, PE, BCEE, LEED AP  
Sr. Vice President  
CDM Smith Inc.

Attachments:

CDM Smith Billing Rates  
Budget Table  
Cost Allocation by County





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## CDM SMITH RATES

<b>Categories</b>	<b>Hourly Rate</b>
Engineers/Scientists/Planners:	
Grade 1 .....	\$118
Grade 2 .....	\$134
Grade 3 .....	\$155
Grade 4 .....	\$165
Grade 5 .....	\$175
Grade 6 .....	\$185
Grade 7 .....	\$201
Associate .....	\$247
Vice President .....	\$268
Sr. Vice President .....	\$288
Support Service:	
Administrative Manager .....	\$124
Administrative Assistant/Word Processor .....	\$108
Office Clerk .....	\$88
Financial Manager .....	\$134
Contract Administrator .....	\$118
Financial Assistant .....	\$93
Miscellaneous Expense:	
Auto Mileage .....	Current IRS Rate
Outside Services .....	No markup
Materials and Other .....	No markup



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**Table 1. SAR Bacteria Monitoring Program Task-Specific Estimated Costs for 2019-2020 Sample Year**

Tasks	CDM Smith		CWE		Total
	Labor	ODCs <sup>1</sup>	Labor	ODCs <sup>2</sup>	
<b>Task 1: Stakeholder Coordination</b>	\$ 16,040	\$ 3,000	\$ -	\$ -	\$ 19,040
Task 1.1 Project Kick-off Meeting	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1.2 Draft Project Work Plan	\$ 3,008	\$ -	\$ -	\$ -	\$ 3,008
Task 1.3 Final Project Work Plan	\$ 1,854	\$ -	\$ -	\$ -	\$ 1,854
Task 1.4 Stakeholder Meetings/Project Mtg	\$ 11,178	\$ 3,000	\$ -	\$ -	\$ 14,178
<b>Task 2: Contract with Qualified Laboratory</b>	\$ 17,370	\$ 26,000	\$ -	\$ -	\$ 43,370
Task 2.1 Laboratory Contracts/Agreements	\$ 1,976	\$ -	\$ -	\$ -	\$ 1,976
Task 2.2 Laboratory Coordination	\$ 7,094	\$ -	\$ -	\$ -	\$ 7,094
Task 2.3 Laboratory Analysis	\$ 8,300	\$ 26,000	\$ -	\$ -	\$ 34,300
<b>Task 3: Implement Monitoring Program</b>	\$ 36,132	\$ -	\$ 157,223	\$ 19,960	\$ 213,314
Task 3.1 Sample Team Administration	\$ 18,404	\$ -	\$ -	\$ -	\$ 18,404
Task 3.2 Dry Weather Monitoring	\$ -	\$ -	\$ 145,247	\$ 19,094	\$ 164,341
Task 3.3 Wet Weather Monitoring	\$ 1,976	\$ -	\$ 11,976	\$ 866	\$ 14,818
Task 3.4 Quarterly Reports	\$ 15,752	\$ -	\$ -	\$ -	\$ 15,752
<b>Task 4: Annual Reporting</b>	\$ 47,464	\$ -	\$ -	\$ -	\$ 47,464
Task 4.1 Draft Annual Report	\$ 33,304	\$ -	\$ -	\$ -	\$ 33,304
Task 4.2 Final Annual Report	\$ 13,460	\$ -	\$ -	\$ -	\$ 13,460
Task 4.3 Data Requests	\$ 700	\$ -	\$ -	\$ -	\$ 700
<b>Task 5: Data Management</b>	\$ 39,677	\$ -	\$ -	\$ -	\$ 39,677
Task 5.1 Database Development	\$ 9,146	\$ -	\$ -	\$ -	\$ 9,146
Task 5.2 Data Entry; QA/C	\$ 14,921	\$ -	\$ -	\$ -	\$ 14,921
Task 5.3 Monthly Uploads to CEDEN	\$ 12,970	\$ -	\$ -	\$ -	\$ 12,970
Task 5.4 Other Data Requests	\$ 2,640	\$ -	\$ -	\$ -	\$ 2,640
<b>Total</b>	<b>\$ 156,683</b>	<b>\$ 29,000</b>	<b>\$ 157,223</b>	<b>\$ 19,960</b>	<b>\$ 362,865</b>

<sup>1</sup>Task 1 ODC costs for attendance by Steve Wolosoff or Tiffany Lin at up to five meetings; Task 2 ODC costs are for analysis of *E. coli* (based on up to three dilutions) and TSS samples.

<sup>2</sup>Task 3 ODCs are as follows: (a) mileage at current IRS rate of 0.545/mile; (b) YSI cost at \$105/sample day; (c) waterproof digital camera at \$12/sample day; (d) decontamination kit at \$11/sample day; (e) grab pole/bucket at \$8/sample day; and (f) consumables (gloves, distilled water, ice, etc., at \$15/sample day).



Rick Whetsel  
 November 9, 2018  
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**Table 2. Summary of Estimated SAR Bacteria Monitoring Program Costs for Each County for Monitoring Year 2019-2020**

Task	Riverside County		San Bernardino County		Orange County		Totals
	Labor	ODCs	Labor	ODCs	Labor	ODCs	
<b>Task 1: Stakeholder Coordination</b>	\$ 6,127	\$ 1,146	\$ 7,892	\$ 1,476	\$ 2,021	\$ 378	\$ 19,040
<b>Task 2: Contract with Qualified Laboratory</b>	\$ 6,635	\$ 11,440	\$ 8,546	\$ 14,560	\$ 2,189	\$ -	\$ 43,370
<b>Task 3: Implement Monitoring Program</b>	\$ 83,095	\$ 8,782	\$105,956	\$ 11,177	\$ 4,304	\$ -	\$213,314
<b>Task 4: Annual Reporting</b>	\$ 18,131	\$ -	\$ 23,352	\$ -	\$ 5,980	\$ -	\$ 47,464
<b>Task 5: Data Management</b>	\$ 15,157	\$ -	\$ 19,521	\$ -	\$ 4,999	\$ -	\$ 39,677
<b>Totals</b>	\$129,145	\$ 21,368	\$165,267	\$ 27,213	\$ 19,493	\$ 378	
<b>Grand Total</b>	<b>\$150,514</b>		<b>\$192,480</b>		<b>\$19,871</b>		<b>\$362,865</b>

<sup>1</sup> Tasks 2.1, 2.2, 2.3 (ODCs), 3.2 and 3.3 only apply to Riverside and San Bernardino Counties; per county costs are based on percentage of total samples collected within each County each year (Riverside = 44%; San Bernardino = 56%). For tasks applicable to all counties, e.g., annual reporting and data management, percent of total samples in the program was used to assign a cost to each county: Riverside County = 38%; San Bernardino County = 49% and Orange County = 13%. Numbers are rounded, which may affect some totals.

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## COMMISSION MEMORANDUM NO. 2019.9

**DATE:** February 5, 2019

**TO:** SAWPA Commission

**SUBJECT:** Acknowledge IEUA Action | Vice Chair Appointment | OWOW Steering Committee Appointment

**PREPARED BY:** Rich Haller, P.E., General Manager

### RECOMMENDATION

That the Commission:

1. Acknowledge action of the Inland Empire Utilities Agency (IEUA) Board electing Kati Parker as the SAWPA Commissioner and Jasmin A. Hall as the Alternate SAWPA Commissioner;
2. Appoint Kati Parker as SAWPA Commission Vice Chair; and,
3. Affirm the appointment of Kati Parker as a SAWPA representative to the One Water One Watershed (OWOW) Steering Committee and as the Committee Convener as set forth in Resolution No. 2018-1.

### DISCUSSION

The IEUA board had not yet met to make appointments for its new term before the Commission's regular meeting in January. Per the Commission's practice for rotation of Commission officers, as described in Resolution 355, the IEUA Commissioner would become Vice Chair of the Commission for 2019 and 2020. The Commission expressed its intent to follow that practice once IEUA made its appointments.

Since then, IEUA acted to appoint Kati Parker as its SAWPA Commissioner, and Jasmin Hall as its Alternate SAWPA Commissioner. IEUA has provided the appropriate documentation of these actions.

Per Resolution 2018-1, attached, regarding appointment of SAWPA representatives to the OWOW Steering Committee, the Vice Chair of the Commission would be appointed as one of SAWPA's two representatives and would serve as Convener for the next two years.

### RESOURCE IMPACTS

None.

Attachment:

1. Resolution No. 2018-1

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**COMMISSION MEMORANDUM NO. 2019.10**

**DATE:** February 5, 2019  
**TO:** SAWPA Commission  
**SUBJECT:** City of Colton – Grant of Deed  
**PREPARED BY:** Carlos Quintero, Operations Manager

**RECOMMENDATION**

Authorize the General Manager to execute a Grant of Deed to the City of Colton granting a portion of APN 0260-081-14 for Right-of-Way Purposes.

**DISCUSSION**

SAWPA owns parcel APN 0260-081-14 located in the City of Colton (total area is approximately 2 acres). This parcel was acquired as part of the RIX Project construction.

The City of Colton asked the developer of the adjacent property (1600 W. Agua Mansa Road) to obtain an encroachment permit from SAWPA to construct a deceleration lane in the area adjacent to the existing road (Agua Mansa Road). SAWPA, in an effort to reduce its liability would prefer to grant a portion of the property in question to the City of Colton so it can be dedicated as right-of-way. The City would then issue an encroachment permit to the developer. The Grant of Deed conveys approximately 5,225 square feet to the City of Colton. The City of Colton provided SAWPA with a Certificate of Compliance to determine that splitting the parcel is consistent with the State Subdivision Map Act.

Granting a portion of the parcel would not prevent access to the existing Brine Line, since the SAWPA property would still be accessible along with the San Bernardino Flood Control road adjacent to the Rialto Channel.

**CRITICAL SUCCESS FACTORS**

N/A

**RESOURCE IMPACTS**

Staff time to prepare the Grant of Deed documentation is budgeted under Fund 240 (Brine Line Enterprise)

Attachments:

1. Area Map
2. Grant of Deed, including Exhibits A and B.





RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name **City of Colton**

Street **650 N. La Cadena Drive**  
Address

City & **Colton, Ca 92324**  
State  
Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Grant of Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0

\_\_\_\_\_ unincorporated area  City of Colton.

Parcel No. 0260-081-14-000

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)

hereby GRANT(S) to the City of Colton, Municipal Corporation

the following described real property in the City of Colton, County of San Bernardino, State of California for public right-of-way purposes.

Described in the legal description attached hereto and incorporated herein as Exhibit "A" and "B".

Dated \_\_\_\_\_

\_\_\_\_\_  
Richard Haller  
Santa Ana Watershed Project Authority

**MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLOWING LINE; IF NO PARTY SHOWN MAIL AS DIRECTED ABOVE**

Name	Street Address	City & State
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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**STREET RIGHT OF WAY**

That portion of Lot 27 of Bandini Donation, in the City of Colton, County of San Bernardino, State of California, as per map recorded in Book 3, Page 24 of Maps, in the Office of the County Recorder of Said County, described as follows:

**BEGINNING** at the most northerly corner of said Lot 27;

thence along the northeasterly line of said lot 27, South 35°40'36" East 55.76 feet;

thence leaving said northeasterly line South 52°14'43" West 86.96 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 955.00 feet a radial line to said curve bears North 37°45'17" West;

thence westerly 16.57 feet along said curve through a central angle of 00°59'38" to the northeasterly line of that certain 100.00 foot wide San Bernardino County Flood Control Parcel 6 B recorded November 18, 1970 in Book 7556, Page 795 of Official Records in the Office of said County Recorder, said point being on a non-tangent curve concave northeasterly having a radius of 950.00 feet, a radial line to said curve bears South 58°04'40" West;

thence northerly 47.91 feet along said northeasterly line and said curve through a central angle of 02°53'23" to the northwesterly line of said Lot 27;

thence leaving said northeasterly line, along said northwesterly line North 47°27'12" East 99.82 feet to the **POINT OF BEGINNING**.

**CONTAINING:** 5,225 Square Feet, more or less.

**EXHIBIT "B"** attached hereto and by this reference made a part hereof.

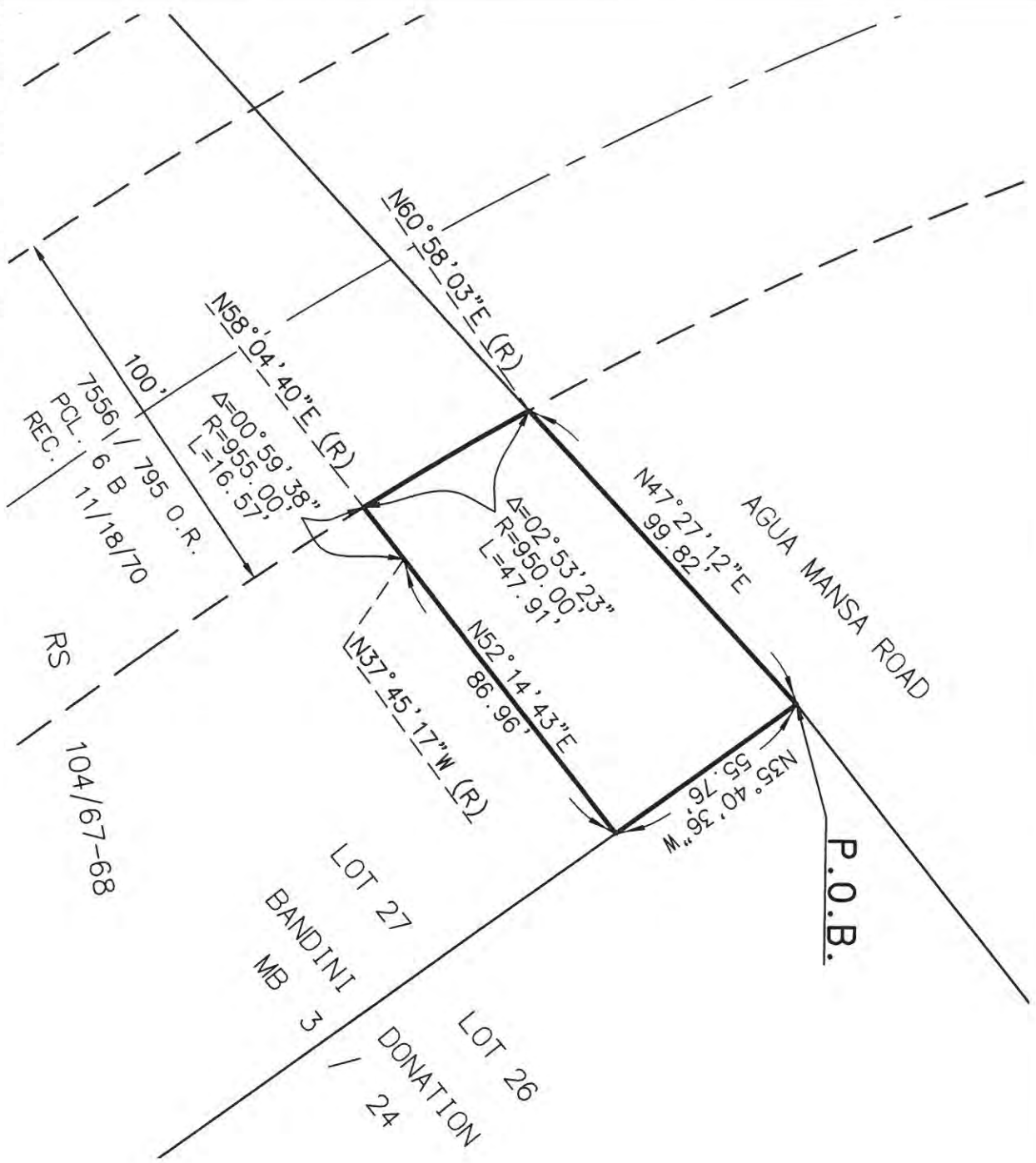
This description was prepared  
by me or under my direction.

  
\_\_\_\_\_  
John R. Duquette, PLS 7566  
My license expires 12/31/15

Date: 10/6/17



SHEET 1 OF 1 SHEETS  
 EXHIBIT 'B'  
 STREET RIGHT OF WAY



OCTOBER 6, 2017

SCALE  
 1"=40'

JOB NO.  
 162583 / 145515



SMARTPRINT

Michael Baker International

Closure Report

Date: 10/05/2017 at 2:58 PM

Project:

Description:

Created by: jduquette

Traverse of: Lot 1 - PROP RW

Bearing	Distance	Starting	at	Northing	Easting
				1840393.28889432	6755722.26290871
S 35 40 36 E	55.76'		to	1840347.99386962	6755754.78272325
S 52 14 43 W	86.96'		to	1840294.74978818	6755686.02874597
S 37 45 17 E (R)	955.00'		to	1839539.68943513	6756270.75848120

Delta = 00 59 38 Radius = 955.00' Length = 16.57'  
 Chord = S 51 44 54 W 16.56' Tangent = 8.28'

N 38 44 55 W (R)	955.00'		to	1840284.49721409	6755673.02419582
N 58 04 40 E (R)	950.00'		to	1840786.82640505	6756479.35253087

Delta = 02 53 23 Radius = 950.00' Length = 47.91'  
 Chord = N 30 28 38 W 47.91' Tangent = 23.96'

S 60 58 03 W (R)	950.00'		to	1840325.78753072	6755648.72444578
N 47 27 12 E	99.82'		to	1840393.28486506	6755722.26451824

Error of closure North = 0.00402926 East = 0.00160953  
 Bearing N 21 46 29 W Distance = 0.0043  
 Area = 5,225.34 SF 0.120 Acres  
 Perimeter = 307.01' Precision = 1 : 70759

**COMMISSION MEMORANDUM NO. 2019.11**

**DATE:** February 5, 2019  
**TO:** SAWPA Commission  
**SUBJECT:** Board Room Improvements  
**PREPARED BY:** Carlos Quintero, Operations Manager

**RECOMMENDATION**

Provide direction to the General Manager on the proposed improvements to the Board Room.

**DISCUSSION**

During the January 15, 2019 meeting, the Commission requested staff to provide options regarding the proposed improvements to the Board Room, including carpet color and Board Room table.

Staff prepared some color options and is requesting input and direction from the Commission.

**CRITICAL SUCCESS FACTORS**

N/A

**RESOURCE IMPACTS**

Use of Building Reserve Funds for the proposed improvements has been authorized by the SAWPA Commission.

Attachments:

1. None

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**COMMISSION MEMORANDUM NO. 2019.12**

**DATE:** February 5, 2019  
**TO:** SAWPA Commission  
**SUBJECT:** Assessing Homelessness Impact on Water Quality, Riparian and Aquatic Habitat in Upper Santa Ana River Watershed – GEI Consultants  
**PREPARED BY:** Rick Whetsel, Senior Watershed Manager

**RECOMMENDATION**

That the Commission approve an Agreement for Services and Task Order GEI398-01 with GEI Consultants for the amount not-to-exceed \$74,441 to conduct the assessment of the homelessness impact on water quality, riparian and aquatic habitat in upper Santa Ana River Watershed.

**DISCUSSION**

November 6, 2018, the SAWPA Commission directed staff to issue a Request for Proposals (RFP) for qualified firms to conduct the assessment of the homelessness impact on water quality, riparian and aquatic habitat in upper Santa Ana River Watershed, and to provide to the Commission a selected qualified firm for consideration of contract award.

Eight consulting firms responded to the RFP with proposals. A consultant selection committee composed of SAWPA staff and a select committee of member agency staff conducted a rating and ranking of the proposals based on defined criteria as stated in the proposal. The rating and ranking was based on a qualifications based selection. Thereafter three firms were interviewed by the consultant selection committee. The three firms which were interviewed along with their proposed study proposal costs are shown below:

GEI Consultants	\$74,441
Gesoyntec	\$87,026
Wood Environmental	\$73,217

Based on the interviews, the consultant selection committee was unanimous in recommending GEI Consultants as the most qualified to conduct the assessment of the homelessness impact on water quality, riparian and aquatic habitat in upper Santa Ana River Watershed.

The Technical Advisory Committee for the Disadvantaged Communities Involvement (DCI) Program has recommended that this project be funded through the DCI Program Technical Assistance for Community Need.

The attached Task Order with GEI Consultants provides support services to conduct the assessment of the homelessness impact on water quality, riparian and aquatic habitat in upper Santa Ana River Watershed. Included with this Task Order is a scope of work and budget providing a detailed description of support services to be performed by the consultant, GEI Consultants, through FYs 2019-20 as highlighted below:

- Literature Review and Assessment of Existing Information
- Preparation of Preliminary Monitoring Program
-

Project deliverables, including draft technical memorandums are scheduled to be complete by July 1, 2019.

## **BACKGROUND**

During discussion of the Memorandum of Understanding between SAWPA and the Housing Authority of the City of Riverside, correspondence from Eastern Municipal Water District and the Orange County Water District requested SAWPA undertake a program of quantifying the water quality impacts of homelessness in the watershed. Responding to that request, SAWPA staff worked closely with member agency staff and general managers to consider the development of a monitoring program.

The staff group consensus was that there are significant efforts nearby in San Diego and elsewhere in California to resolve the question of how encampments of people experiencing homelessness impact water quality, riparian and aquatic habitat, however, it is likely that the Santa Ana River watershed has unique characteristics that suggest the need for a local monitoring program.

To determine the correct course for the watershed, a RFP was prepared to request a qualified consultant to complete two tasks:

The first task will provide a literature review and assessment of existing information of what is known in the watershed and elsewhere about the linkages between water quality, riparian and aquatic habitat and encampments. This work will include research, and engagement with existing monitoring SAWPA Task Forces in the watershed.

The second task will prepare a preliminary monitoring program, aligned with existing monitoring efforts in the upper watershed. Three characteristic encampments will be selected for monitoring to be designed. The resulting technical memorandum will discuss the methods, results, and implications of the monitoring effort, including a discussion of the relative impacts that encampments have as compared to other sources of impact.

It was recommended that submitted proposals be reviewed by SAWPA staff and a select committee of member agency staff. If interviews were needed, they would be conducted at SAWPA with member agency staff representation. The selected firm and a proposed contract would be brought to the SAWPA Commission for consideration.

If awarded, the work of the consultant would be managed by SAWPA staff, and the member agency staff will provide technical guidance and review. Other stakeholder agencies would also be invited to participate in this advisory role if they so desire, including flood management agencies and potentially staff of the Regional Board.

## **CRITICAL SUCCESS FACTORS**

Roundtable Goal 2 & 3: Provide regional capacity and neutral venue for supporting multi-agency forum(s) to address the water resources challenges in the Santa Ana River Watershed; and Assist in the establishment and on-going facilitation of stakeholder processes to address watershed-specific issues.

Roundtable CSF 2: Goals, scope, costs, resources, timelines, and the contract term are approved by the Commission before executing an agreement to participate in a roundtable group.



**RESOURCE IMPACTS**

Technical Advisory Committee for the Disadvantaged Communities Involvement (DCI) Program has recommended that this project be funded through the DCI Program Technical Assistance for Community Need. Sufficient funding is available through the DCI to complete this work over the coming fiscal year.

Attachments:



1. PowerPoint Presentation
2. GEI Consultants Agreement for Services
3. GEI Consultants Task Order No. 1

# SAWPA

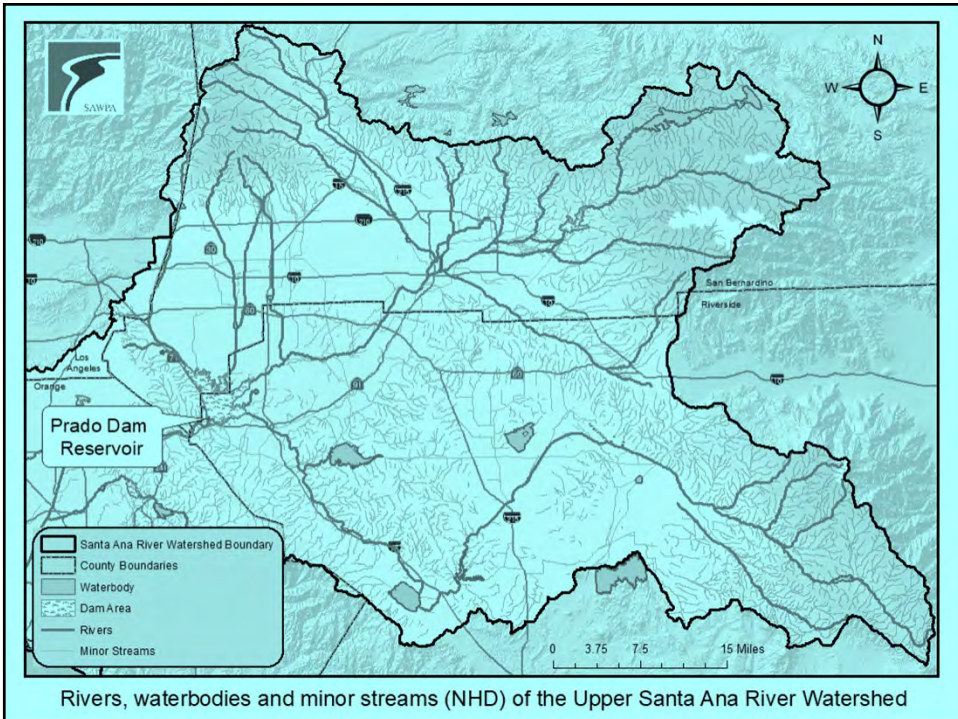
## Assessing Homelessness Impact on Water Quality, Riparian and Aquatic Habitat in Upper Santa Ana River Watershed

Rick Whetsel  
Senior Watershed Manager

February 5, 2019




1



2

## Questions to be Answered:

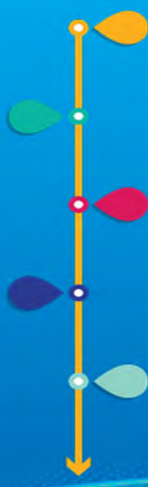

- What is known about the impacts caused by encampments of people experiencing homelessness to:
  - Water quality?
  - Riparian & aquatic habitat health?
- How would this watershed evaluate the impacts being felt here?
  - Existing monitoring?
  - Additional monitoring?
- What is the relationship between the impacts caused by encampments and those caused by other sources?



3

## Award Process

- Request for Proposals
  - Posted - November 8th
  - Proposals due - December 10th
- Eight consulting firms responded
- Three firms interviewed:
  - GEI Consultants
  - Gesoyntec
  - Wood Environmental
- Recommendation of Consultant Selection Committee:
  - GEI Consultants

4

## Project Funding (Recommendation)



- Proposition 1 IRWM Grant Program
- Disadvantaged Community Involvement (DCI) Program
  - \$6.3 million over three years
- Program Goals:
  - DCI ensures that members of disadvantaged communities, economically distressed areas, and underrepresented communities are able to participate in IRWM Planning
  - DCI grant program will develop projects for implementation that support needs.



5

## Recommendation

- Approve an Agreement for Services and Task Order with GEI Consultants for the amount not-to-exceed \$74,441 to conduct the assessment of the homelessness impact on water quality, riparian and aquatic habitat in upper Santa Ana River Watershed.



6



7



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

This Agreement is made this 5<sup>th</sup> day of February, 2019 by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, California, 92503 and **GEI Consultants, Inc.** ("Consultant") whose address is 4601 DTC Boulevard, Suite 900, Denver, CO, 80237.

**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, 2019**, 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** Work under this Agreement is being funded by a Proposition 1 Integrated Regional Water Management grant. Consultant shall provide to SAWPA an invoice within 15 days after the end of the month in which services were performed. Invoices shall be consistent with the State's invoice process and shall reflect the billable rates provided in Consultant's Work Plan, shown in Attachment A. SAWPA will invoice the State on a quarterly basis. SAWPA shall pay consultant within 15 days of receiving payment from the State. The State's payments may lag the Consultant's invoices by five months or more. The State will withhold 5% retention from each invoice, per the State Grant Conditions shown in Attachment B, and Consultant will only receive payment of the retained amounts after the State releases retention for the entire Disadvantaged Communities Involvement project, scheduled for completion in April 2020.

## **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





**SANTA ANA WATERSHED PROJECT AUTHORITY  
TASK ORDER NO. GEI398-01**

**CONSULTANT:** GEI Consultants, Inc. **VENDOR NO.** 2213  
 4601 DTC Boulevard, Suite 900  
 Denver, CO 80237

**COST:** **\$74,441.00**

**PAYMENT:** Upon Receipt of Proper Invoice

**REQUESTED BY:** Rick Whetsel, Senior Watershed Planner February 5, 2019

**FINANCE:** \_\_\_\_\_  
 Karen Williams, CFO Date

**FINANCING SOURCE:** Acct. Coding 398ADMIN-6112-01  
 Acct. Description Other Contract Services

**COMMISSION AUTHORIZATION REQUIRED:** YES ( X ) NO ( )  
 Authorization: February 5, 2019; CM#2019.13

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and GEI Consultants, Inc. (Consultant) pursuant to the Agreement for Services between SAWPA and Consultant, entered into on February 5, 2019, expiring December 31, 2019.

**I. PROJECT NAME OR DESCRIPTION**

Assess Homelessness Impacts on Water Quality, Riparian and Aquatic Habitat SAR

**II. SCOPE OF WORK / TASKS TO BE PERFORMED**

Consultant shall provide all labor, materials and equipment for the Project to perform the following: a) assessing the current nature and extent of stream and waterbody adjacent homeless encampments in the upper watershed; and b) providing the best available information about the relationships between the presence of homeless encampments and impacts to water quality and riparian and aquatic habitats as described in the Project Workplan (Attachment A).

**III. PERFORMANCE TIME FRAME**

Consultant shall begin work February 6, 2019 and shall complete performance of such services by or before **December 31, 2019**.

**IV. SAWPA LIAISON**

Rick Whetsel and/or Mark Norton shall serve as liaison between SAWPA and Consultant.

**V. COMPENSATION**

Work under this Agreement is being funded by a Proposition 1 Integrated Regional Water Management grant. Consultant shall provide to SAWPA an invoice within 15 days after the end of the month in which services were performed. Invoices shall be consistent with the State's invoice process and shall reflect the billable rates provided in Consultant's Work Plan,



## PROJECT WORKPLAN

### Scope of Work

#### Task 1 – Literature Review and Assessment of Existing Information

The key elements of this task include: (a) assessing the current nature and extent of stream and waterbody-adjacent homeless encampments in the upper watershed; and (b) providing the best available information about the relationships between the presence of homeless encampments and impacts to water quality and riparian and aquatic habitats. These Task 1 elements will be addressed through completion of the following subtasks:

##### *Task 1.1 – Identify Homeless Encampments*

This subtask focuses on the identification of the locations of homeless encampments within the upper Santa Ana River watershed. This information will be gathered through meetings and discussions with agencies and personnel with direct knowledge of homeless encampment activity in the watershed (i.e., project “stakeholders”). The GEI Team proposes the following process to identify homeless encampments:

##### *Coordination with SAWPA Staff*

The GEI Team will gather information from SAWPA staff regarding their knowledge of encampment locations and previous interactions staff have had with watershed stakeholders regarding camp locations and characteristics. Based on this discussion, we will develop a primary list of stakeholders and a key contact that should be interviewed under this project. Following is a preliminary summary of stakeholders that we anticipate including in interviews:

- San Bernardino County Flood Control District, including San Bernardino County Stormwater Program Manager (Arlene Chun) and others within the District
- San Bernardino County Sheriff’s Department, including Deputy Mike Jones, who is also the East Valley Coordinator for the San Bernardino County Homeless Outreach and Proactive Enforcement (HOPE) Program.
- Riverside County Flood Control & Water Conservation District, including Watershed Protection Chief (Edwin Quinonez) and Water Quality Compliance Manager for the Santa Ana River Watershed (Richard Boon)
- Inland Empire Waterkeeper, Megan Brousseau, Associate Director
- Santa Ana Water Board staff, including the Inland Stormwater Manager, Adam Fischer
- City of Riverside (including Office of Homeless Solutions)
- Others as identified during discussions with SAWPA staff or that are identified during meetings with other interviewees, e.g., water management agencies, nonprofit organizations, or other entities with direct knowledge of encampment locations.

In addition to the above, the GEI Team will also meet with the MSAR Watershed TMDL Task Force to gather their insights on homeless encampment locations and waterbody impacts from Task Force participants (Note: This Task Force discussion will be in addition to meetings with the Riverside and San Bernardino County MS4 Program personnel who are Task Force members).

## Attachment A

### *Primary Stakeholder Interviews*

Based on the primary list developed above in coordination with SAWPA staff, the GEI Team will meet with each of the above identified stakeholders to obtain knowledge regarding homeless encampments. Notes will be developed from each interview. To the extent available, the types of information that will be solicited will include, but may not be limited to, homeless encampment locations, degree of permanence of each camp, camp size – in terms of both space and typical population, nature of previous interactions with identified camps, availability of photographs and documentation of impacts observed.

Given Richard Meyerhoff's long-term experience in the watershed and the importance of this information gathering step, the budget assumes that he will conduct the primary interviews face to face. The proposed project budget includes time for up to ten interviews. These interviews will be coordinated so that they occur on as few days as possible to efficiently use budget resources.

### *Secondary Stakeholder Outreach*

An outcome of the interviews conducted with primary stakeholders may be identification of additional stakeholders that should be interviewed to effectively complete this task. The budget includes time for up to five additional interviews with three of these interviews occurring face to face and two occurring by telephone.

Deliverable: The GEI Team will prepare meeting notes from each completed interview. These notes will be used to support the basis for selection up to five encampments that are representative of conditions in the upper watershed. The notes will be included as an attachment to the Technical Memorandum (TM) completed under Task 1.3.

### **Task 1.2 – Review Literature, Studies and Reports**

The GEI Team will conduct a review of published literature, studies and reports that provide information and insight regarding the relationship between the presence of homeless encampments and impacts to water quality and riparian and aquatic habitats. The effort will focus first on California and then shift to other locations. Example California sources include:

- A study in the Guadalupe River in San Jose California in 2012-2013 documented elevated trash and human impacts to the riparian zone due to homeless encampments (*Environmental Impacts of Homeless Encampments in the Guadalupe River Riparian Zone*, Courtney White, Master of Science thesis, Royal Roads University, November 10, 2013).
- The Contra Costa County Flood Control and Water Conservation District supported a study of homeless encampments in Contra Costa County to better understand potential impacts on County waterways (*Homeless Encampments in Contra Costa Waterways: Regulatory Constraints, Environmental Imperatives and Humane Strategies*, Saneta Devuono-Powell, 2013).
- At the recent 2018 California Stormwater Quality Association (CASQA) Conference in Riverside, California, the Santa Clara Valley Water District presented information on the increasing impact of homeless encampments on riparian zone habitat in their service area, especially as a result of trash build-up (*Every District Counts, What One Special District is Doing to Reduce the Pathway of Encampment Trash to Waterways*, Kirsten Stuve and Elisabeth Wilkinson, Santa Clara Valley Water District, October 16, 2018).

We will expand on these types of sources and also look for relevant information from other areas. For example, it may be beneficial to gather information from the Denver Urban Drainage and Flood Control District, which has implemented measures to address homeless encampment concerns in the South Platte River of Colorado. The potential to gather information from other locations outside of California will be researched.

## Attachment A

The GEI Team will also complete a review of existing watershed monitoring programs being conducted in the upper Santa Ana River watershed. The primary focus of this effort will be on existing activities being conducted by the Regional Water Quality Monitoring Task Force and the Santa Ana Sucker Conservation Team. Relevant information gathered by other water quality monitoring programs will be reviewed as well, e.g., TMDL-related monitoring conducted by the MSAR TMDL Task Force, MS4 permit programs, SARDA or others.

Completion of this task will include a combination of electronic searches and follow-up telephone calls, where contacts are identified. At this time, it is expected that discussions by telephone will occur with the Contra Costa County Flood Control and Water Conservation District and Santa Clara Valley Water District. Discussions may also be valuable with agencies in Orange County and San Diego County, where for example, concerns with homeless encampments in the San Diego River exist.

Deliverable: The GEI Team will prepare a summary of its findings from the documents reviewed under Task 1.2. These findings will be properly cited, and the information sources will be made available to SAWPA (consistent with copyright restrictions). The findings will be reported in the TM prepared under Task 1.3.

### ***Task 1.3 – Prepare Technical Memorandum***

Based on the findings from Tasks 1.1 and 1.2, GEI will prepare a TM that characterizes homeless encampments in the upper Santa Ana River watershed. This characterization will focus on up to five encampments selected as representative of conditions in the watershed. Prior to selecting representative encampments, the GEI Team will develop criteria for use in choosing appropriate sites. A concept that will be considered in selecting representative encampments is categorizing camps based on types so that key types are properly represented. An example of this category type approach was presented by Devuono-Powell's report to Contra Costa County (see source provided above). This report categorized homeless encampments as "old-timer," "newcomer," or "veteran" camps. Differences among these camp types included type of locations the camps are typically observed, permanence of camp structures and the strength/organizational nature of camp residents. A similar categorization approach could be developed for this project using criteria developed from the information gathered in Tasks 1.1 and 1.2.

GEI will prepare a draft TM for SAWPA staff and SAWPA member agency review. This TM will include the findings and deliverables from Tasks 1.1 and 1.2, the selection criteria used to identify the five encampments representative of conditions in the watershed, and a characterization of these camps and their potential impact on water quality and riparian and aquatic habitats. In coordination with SAWPA, three of the five encampments will be selected for inclusion in the Preliminary Monitoring Program developed under Task 2.

Deliverable: (a) Draft TM for review; (b) Final TM based on written comments received from SAWPA and the SAWPA member agencies; and (c) response to comment matrix for the up to six sets of written comments received on the Draft TM.

### ***Task 1.4 – Conduct Project Meetings and Presentations***

The GEI Team will participate in up to two meetings with SAWPA staff and member agencies. For this proposal it is assumed that the meetings with the member agencies will be joint agency meetings. We propose that the first meeting be a project kickoff meeting and the second meeting be held to discuss comments on the Task 1.3 Draft TM.

The GEI Team will also make up to three presentations on the findings from Task 1. The presentations will be made to the SAWPA Commission, MSAR Watershed TMDL Task Force and the Santa Ana Sucker Conservation Team.

Deliverables: (a) Meeting handouts, as needed, for each of the two meetings with SAWPA staff and SAWPA member agencies; and (b) PowerPoint materials for each presentation. It is assumed that the PowerPoint will



## Attachment A

be similar for all three presentations, but the GEI Team will tailor the presentation if needed for a particular group.

### Task 2 – Preparation of Preliminary Monitoring Program

The fundamental objective of this task is to develop a Preliminary Monitoring Program in the form of a TM to assess the potential impacts of three homeless encampments on water quality and riparian and aquatic habitats. Through the future implementation of this monitoring program, SAWPA and its stakeholders will be able to analyze collected data points to make critical decisions and prioritize resources to reduce and/or eliminate the most significant contributors to water quality and habitat degradation. Task 2 objectives will be addressed through completion of the following subtasks:

#### *Task 2.1 – Preliminary Monitoring Program Technical Memorandum Development*

Based on the findings and recommendations developed in Task 1, the GEI Team will prepare a site-specific monitoring program focused on the three selected homeless encampments. We will structure the program to evaluate dry- and wet-weather water quality both upstream and downstream of the designated homeless encampments. Upstream monitoring locations, intended to provide defensible baseline water quality and habitat data, will be selected in a manner as to minimize potential impacts from the sphere of influence of homeless encampment activities and other daily routines occurring within the waterway such as in-river recreational activities. Downstream monitoring locations will be selected based on maximizing the respective homeless encampment's sphere of influence and drainage area and be located far enough away to minimize disturbances to homeless encampment residents and ensure the safety of monitoring personnel from the unpredictable behavior of these residents. Proposed monitoring locations will be cross-checked against other established monitoring programs to avoid the duplication of data collection efforts in the watershed.

To assess riparian and aquatic habitat degradation impacts caused by the three homeless encampments, monitoring program activities will incorporate a process for reviewing historical photographs and special studies conducted as part of other projects to document trends within the homeless encampment spheres of influence. The monitoring program will further integrate field visits to record current conditions and future changes. Information that will be collected as part of future monitoring program implementation will include, but not be limited to, cross-section stream channel morphology (including gradient, confinement, depth, and width), water temperature, channel substrate, stream discharge, in-channel large woody debris, habitat units (such as pools), vegetation along fish bearing stream areas, stream shade, riparian microclimate, biological indicators, natural disturbances (stressors such as landslides, floods, and debris flows), and human induced stressors such as homeless encampments.

Development of the monitoring program will entail a science-based approach following the Surface Water Ambient Monitoring Program (SWAMP) to use site-appropriate indicators, constituents to be monitored, methods for monitoring and stream measurements, quality assurance/quality control (QA/QC) procedures, and data management to support a robust monitoring program while fostering data comparability and possible future collaboration with other similar monitoring programs. A Quality Assurance Project Plan (QAPP) will not be prepared as part of this project; however, if SAWPA and its stakeholders elect to move forward with implementation a scope of work and fee for this effort can be provided upon request.

The monitoring program will incorporate reporting and analysis procedures to compare quantified impacts attributed to homeless encampments versus other sources and contributors to the degradation of water quality and riparian and aquatic habitats. These reporting and analysis procedures will account for data points collected as part of implementing this monitoring program and providing for comparison to other established monitoring programs which may be producing comparable data to quantify and fully understand the relative impacts of all sources of water quality and habitat degradation in the watershed.

## Attachment A

Deliverables: (a) Draft Preliminary Monitoring Program TM for review; (b) Final Preliminary Monitoring Program TM based on written comments received from SAWPA and the SAWPA member agencies; and (c) response to comment matrix for the up to six sets of written comments received on the Draft Preliminary Monitoring Program TM.

### ***Task 2.2 – Conduct Project Meetings and Presentations***

The GEI Team will participate in up to two meetings with SAWPA staff and member agencies. For this proposal it is assumed that the meetings with the member agencies will be joint agency meetings. We propose that the first meeting be a strategy kickoff meeting to consider monitoring program possibilities and preferences and the second meeting be held to discuss comments on the Task 2.1 Draft Preliminary Monitoring Program TM.

The GEI Team will also make up to four presentations on the preliminary monitoring program from Task 2. The presentations will be made to the SAWPA Commission, OWOW Steering Committee, MSAR Watershed TMDL Task Force and the Santa Ana Sucker Conservation Team.

Deliverables: (a) Meeting handouts, as needed, for each of the two meetings with SAWPA staff and SAWPA member agencies; and (b) PowerPoint materials for each presentation. It is assumed that the PowerPoint will be similar for all four presentations, but the GEI Team will tailor the presentation if needed for a particular group.

## Project Schedule

**Table 1** summarizes the GEI Team’s proposed project schedule based on receiving a Notice to Proceed by February 11, 2019. The Task 1 schedule depends in part on completing interviews with stakeholders in a timely manner per their availability. Task 2 depends on the selection of three homeless encampments for potential monitoring; therefore, this Task will not be initiated until near the end of the completion of Task 1.

## Project Budget

**Table 2** provides the budget for this project. This budget is based on the fee schedules for GEI and CWE provided in **Tables 3 and 4**.

**Attachment A**

**Table 1. Project Schedule**

<b>TASK</b>	<b>SUBTASK</b>	<b>DELIVERABLE</b>	<b>COMPLETE BY</b>
<b>Task 1 - Literature Review &amp; Assessment of Existing Information</b>	1.1. Identify Homeless Encampments	Complete primary interviews and meeting notes for use in Task 1.3	April 30, 2019
		Complete any necessary secondary interviews and meeting notes	May 17, 2019
	1.2. Review Literature, Studies and Reports	Summary of findings for use in Task 1.3	April 12, 2019
	1.3. Prepare Technical Memorandum	Submit Draft TM for SAWPA staff and SAWPA member agency review	May 31, 2019
		Submit Final TM with response to comments	Within two weeks of receipt of comments on Draft TM
	1.4. Project Meetings and Presentations	Project kickoff meeting (including developing final primary interview list)	March 1, 2019
		Meeting to discuss Draft TM comments	Scheduled in coordination with SAWPA
		Presentation to SAWPA Commission, MSAR Watershed TMDL Task Force and Santa Ana Sucker Conservation Team	Schedule in coordination with SAWPA; but as soon as reasonably possible after submittal of Final TM
<b>Task 2 – Preparation of Preliminary Monitoring Program</b>	2.1 Preliminary Monitoring Program Technical Memorandum Development	Submit Draft Preliminary Monitoring Program TM for SAWPA staff and SAWMP member agency review	August 1, 2019
		Submit Final Preliminary Monitoring Program TM with response to comments	Within two weeks of receipt of comments on Draft TM
	2.2 Project Meetings and Presentations	Monitoring strategy kickoff meeting	July 1, 2019
		Project meeting to discuss Draft Preliminary Monitoring Program TM comments	Scheduled in coordination with SAWPA
		Presentation to SAWPA Commission, OWOW Steering Committee, MSAR Watershed TMDL Task Force and Santa Ana Sucker Conservation Team	Schedule in coordination with SAWPA; but as soon as reasonably possible after submittal of Final TM


Attachment A

Table 2. Project Budget

Tasks	GEI Costs				CWE Costs				GEI Summary			GEI Total Cost	CWE Summary			CWE Total Cost	Total Project Cost
	Senior Consultant Grade 8	Senior Professional Grade 6	Senior Professional Grade 4	Word Process/Admin Staff	Principal	Senior Technical Manager	Environmental Scientist	Admin Assistant					Hours	Labor	Expenses		
	Personnel	Rate/hour	\$250	\$180	\$125	\$80	\$249	\$214	\$128	\$82							
<b>Task 1 - Literature Review &amp; Assessment of Existing Information</b>	84	34	76	8	22	0	0	0	202	\$37,260	\$ 1,500	\$ 38,760	22	\$ 5,478	\$ -	\$ 5,478	\$ 44,238
1.1 Identify Homeless Encampments	52	6	0	0	4	0	0	0	58	\$14,080	\$ 750	\$ 14,830	4	\$ 996	\$ -	\$ 996	\$ 15,826
1.2 Review Literature, Studies and Reports	6	6	40	0	4	0	0	0	52	\$ 7,580	\$ -	\$ 7,580	4	\$ 996	\$ -	\$ 996	\$ 8,576
1.3 Prepare Technical Memorandum™	10	14	32	8	6	0	0	0	64	\$ 9,660	\$ -	\$ 9,660	6	\$ 1,494	\$ -	\$ 1,494	\$ 11,154
1.4 Conduct Project Meetings and Presentations	16	8	4	0	8	0	0	0	28	\$ 5,940	\$ 750	\$ 6,690	8	\$ 1,992	\$ -	\$ 1,992	\$ 8,682
<b>Task 2 - Preparation of Preliminary Monitoring Program</b>	14	0	0	0	20	36	104	4	14	\$ 3,500	\$ -	\$ 3,500	164	\$26,324	\$ 379	\$ 26,703	\$ 30,203
2.1 Preliminary Monitoring Program TM Development	6	0	0	0	6	36	92	4	6	\$ 1,500	\$ -	\$ 1,500	138	\$21,302	\$ 55	\$ 21,357	\$ 22,857
2.2 Conduct Project Meetings and Presentations	8	0	0	0	14	0	12	0	8	\$ 2,000	\$ -	\$ 2,000	26	\$ 5,022	\$ 324	\$ 5,346	\$ 7,346
<b>Totals</b>	<b>98</b>	<b>34</b>	<b>76</b>	<b>8</b>	<b>42</b>	<b>36</b>	<b>104</b>	<b>4</b>	<b>216</b>	<b>\$40,760</b>	<b>\$ 1,500</b>	<b>\$ 42,260</b>	<b>186</b>	<b>\$31,802</b>	<b>\$ 379</b>	<b>\$ 32,181</b>	<b>\$ 74,441</b>

Attachment A

Table 3. GEI Fee Schedule



SAWPA 2019 LIFE SCIENCES FEE SCHEDULE AND PAYMENT TERMS

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**FEE SCHEDULE**

Personnel Category	Hourly Billing Rate \$ per hour
Staff Professional – Grade 1	\$ 91
Staff Professional – Grade 2	\$ 104
Project Professional – Grade 3	\$ 110
Project Professional – Grade 4	\$ 125
Senior Professional – Grade 5	\$ 148 (Ashley Ficke)
Senior Professional – Grade 6	\$ 180 (Stephanie Hearn)
Senior Professional – Grade 7	\$ 220
Senior Consultant – Grade 8	\$ 250 (Richard Meyerhoff, Steven Canton)
Senior Consultant – Grade 9	\$ 280
Senior Principal – Grade 10	\$ 280
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Senior CADD Drafter / Designer / GIS	\$ 124
CADD Drafter / Designer	\$ 110
Field Professional	\$ 106
Technician 1	\$ 75
Technician 2	\$ 80
Technician 3	\$ 87
Technician 4	\$ 99
Word Processor, Administrative Staff	\$ 80
Office Aide	\$ 75

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

**OTHER PROJECT COSTS**

**Third Party Project Charges** - All third party project charges will be billed at cost plus a 5% service charge. Examples of such charges include chemical laboratory charges; rented or leased equipment; printing and communication costs; shipping and mailing costs; sample disposal costs; transportation costs, project permits, and licenses.

**Field Equipment Charges** - GEI-owned field equipment will be billed at the following rates:

Backpack and shoreline electro-fishers	\$ 175/day	Invertebrate equipment package	\$ 60/day
Boat electro-fisher	\$ 450/day	Flow meter	\$ 90/day
Boat only	\$ 280/day	Multi-probe	\$ 170/day
IFIM equipment package	\$ 90/day		

**Transportation Charges** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at \$25/day plus mileage. Travel costs including airfare, rental vehicles, taxis, parking, tolls, and other transportation charges will be billed at cost plus 5% service charge.

**Subsistence** - Lodging and meal costs at job sites, and in transit to and from job sites, will be billed at cost plus 5% service charge.

**PAYMENT TERMS**

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT). Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

Table 4. CWE Fee Schedule



## 2019 Rate Sheet

<b><u>Engineer/Scientist</u></b>	<b><u>Rate/Hour</u></b>
Principal (Jason Pereira)	\$249
Senior Project Manager	\$245
Project Manager/Senior Technical Manager (Gerald Greene)	\$214
Technical Manager	\$211
Task Leader	\$187
Principal Engineer	\$182
Senior Engineer	\$172
Project Engineer	\$151
Staff Engineer	\$126
Assistant Engineer	\$102
Senior Environmental Scientist	\$154
Environmental Scientist (Alan Batdor)	\$128
Environmental Analyst	\$95
<b><u>Construction Services</u></b>	
Construction Manager	\$176
Senior Construction Inspector	\$134
Construction Inspector	\$118
<b><u>Field Survey</u></b>	
Licensed Surveyor	\$163
3-Person Survey Crew	\$230
2-Person Survey Crew	\$185
<b><u>Support Services</u></b>	
GIS Specialist	\$123
Senior Engineering Technician	\$100
Engineering Technician	\$87
CADD Designer	\$102
Project Coordinator	\$90
Administrative Assistant	\$82
<b><u>General</u></b>	
Direct Expenses	Cost + 10%
Subcontract Services	Cost + 10%
Specialized Computer Applications (per hour)	\$15
Mileage	Current IRS Rate
Field Vehicle – Hourly	\$12/hour
Field Vehicle – Daily	\$80/day
Field Vehicle – Monthly	\$1,500/month
B&W Photocopies (per page)	\$0.10
Color Photocopies (per page)	\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.

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

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

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

**D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under Water Quality, Supply and Infrastructure Improvement Act of 2014, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

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

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

- D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests.

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

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://resources.ca.gov/ceqa/>

California State Clearinghouse Handbook:

[https://www.opr.ca.gov/docs/SCH\\_Handbook\\_2012.pdf](https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf)



- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code §87100 *et seq.*
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
  - b) Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
    - i) The dangers of drug abuse in the workplace,
    - ii) Grantee's policy of maintaining a drug-free workplace,
    - iii) Any available counseling, rehabilitation, and employee assistance programs, and
    - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c) Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i) Will receive a copy of Grantee's drug-free policy statement, and
    - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has

been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of

Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

**D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

**D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code §10295.3.

**D.30) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**D.31) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.

**D.32) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Public Contract Code §10353.


**D.33) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of

State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.


- D.34) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State may, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 15, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.38) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
  - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing

so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

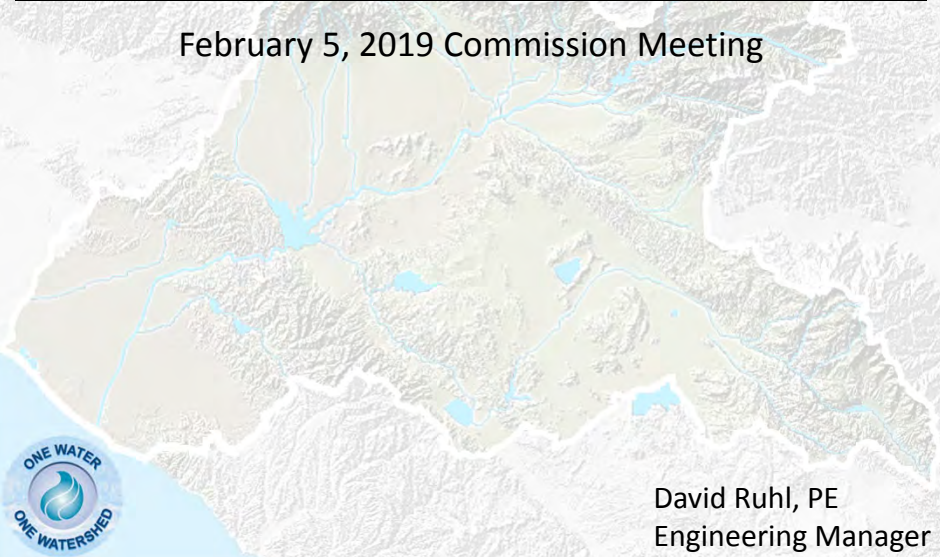

- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 11615 Sterling Avenue, Riverside, CA 92503. No travel outside the Santa Ana Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- D.47) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.49) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.



# Proposition 84 Projects Status Update






February 5, 2019 Commission Meeting






David Ruhl, PE  
Engineering Manager

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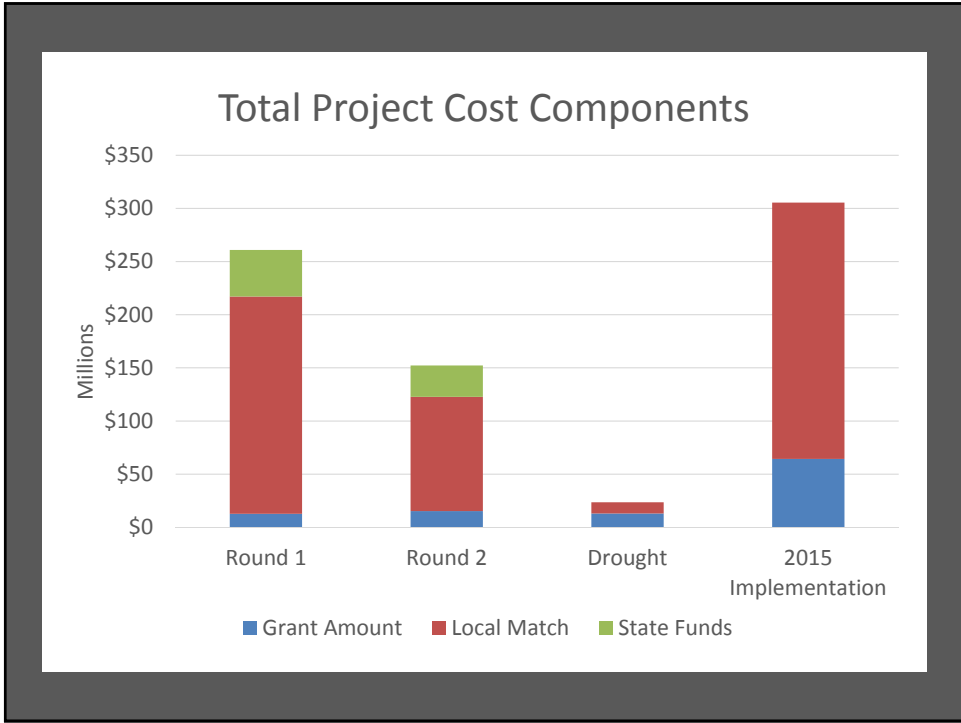
## Proposition 84 Project Status

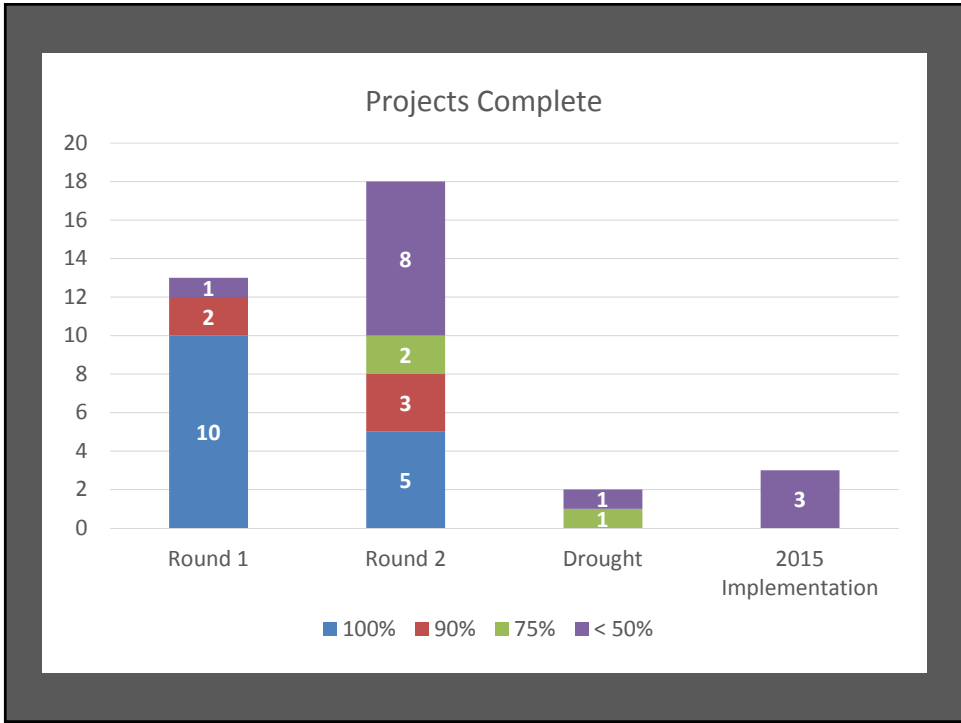
Round	No. of Projects	Projects Complete	Grant Amount	Grant Invoiced	Total Cost
Round 1	13	10	\$12.0M	\$12.0M	\$261M
Round 2	18	5	\$14.5M	\$7.6M	\$152M
Drought Round	2	0	\$12.0M	\$6.2M	\$23M
2015 Round	3	0	\$61.0M	\$4.1M	\$302M
<b>Total</b>	<b>36</b>	<b>15</b>	<b>\$99.5M</b>	<b>\$29.1M</b>	<b>\$737M</b>

2



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

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

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## **Round 1 Projects**

(August 2011 – June 2019)

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### Proposition 84 Round 1 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Construct. Complete	% Project Complete
Grant Agreement Administration	SAWPA	\$ 660,004	\$ 0 0.00%	\$ 0	\$ 660,004	79%	N/A	79%
GWRS Flow Equalization	OCWD	\$ 1,000,000	\$ 1,180,760 7.67%	\$ 13,218,920 <sup>1</sup>	\$ 15,399,680	100%	100%	100% Retention Released
Sludge, Dewatering, Odor Control & Primary Sludge Thickening	OCSD	\$ 1,000,000	\$ 36,638,218 26.00%	\$ 103,278,005	\$ 140,916,223	100%	98%	98%
Santa Ana Watershed Vireo Monitoring	SAWA	\$ 600,000	\$ 225,994 26.00%	\$ 43,213	\$ 869,207	100%	100%	100% Retention Released
Mill Creek Wetlands	Ontario	\$ 1,000,000	\$ 1,615,000 8.85%	\$ 15,635,000	\$ 18,250,000 <sup>2</sup>	100%	100%	100% Retention Released

<sup>1</sup> \$ 13,218,920 in Other State Funds  
<sup>2</sup> \$ 15,420,000 in Other State Funds

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

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### Proposition 84 Round 1 Project Status Update

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

<sup>3</sup> \$ 5,234,576 in Other State Funds  
<sup>4</sup> \$ 9,956,000 in Other State Funds

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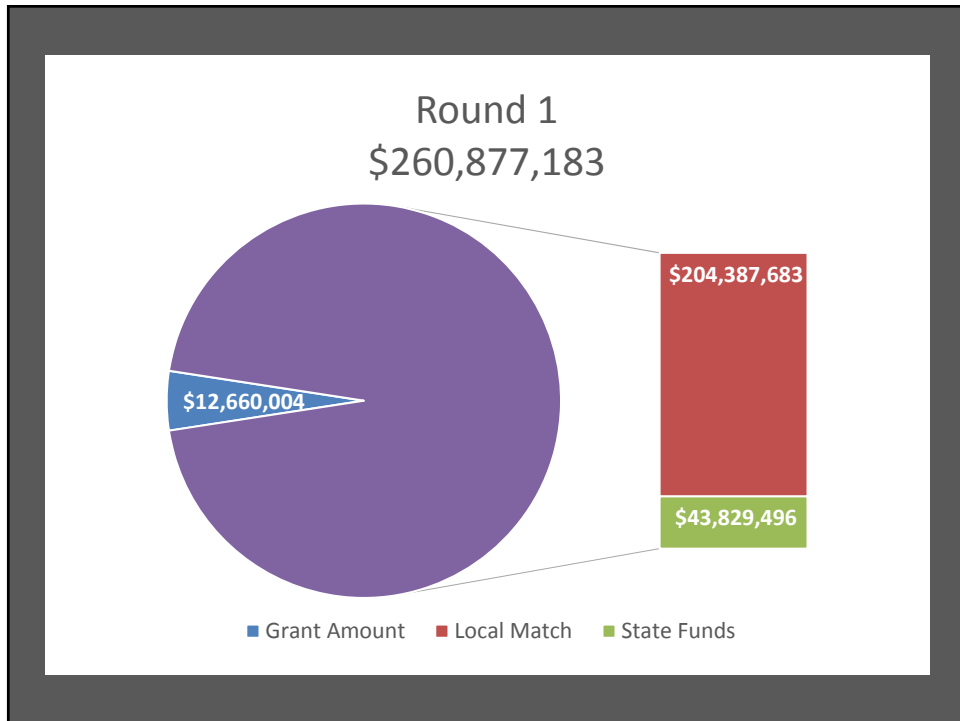
## Proposition 84 Round 1 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Chino Creek Wellfield Development Project	WMWD	\$ 1,000,000	\$ 1,646,091 26.00%	\$ 3,685,027	\$ 6,331,118	100%	99%	97%
Impaired Groundwater Recovery	IRWD	\$ 1,000,000	\$ 20,148,848 53.99%	\$ 16,173,122	\$ 37,321,970	100%	100%	100% <i>Retention Released</i>
Alamitos Barrier Improvement Project	OCWD	\$ 1,000,000	\$ 650,600 5.61%	\$ 9,956,000 <sup>4</sup>	\$ 11,606,600	100%	100%	100%
Arlington Basin Water Quality Improv Project	WMWD	\$ 1,000,000	\$ 900,000 33.21%	\$ 809,670	\$ 2,709,670	100%	65%	65%
<b>Total</b>		<b>\$ 12,660,004</b>	<b>\$ 69,457,548 26.69%</b>	<b>\$ 178,759,631</b>	<b>\$ 260,217,179</b>	<b>99%</b>		<b>97%</b>

<sup>3</sup> \$ 5,234,576 in Other State Funds  
<sup>4</sup> \$ 9,956,000 in Other State Funds

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# Round 2 Projects

(February 2014 – December 2020)

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## Proposition 84 Round 2 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Grant Agreement Administration	SAWPA	\$ 627,405	\$ 0 0.00%	\$ 0	\$ 627,405	69%	N/A	69%
Perris Desalination Program Well 94	EMWD	\$ 1,000,000	\$ 0 0.00%	\$ 9,238,280	\$ 10,238,280	0%	60%	75%
Quail Valley Subarea 9 Phase I Sewer System	EMWD	\$ 1,930,000	\$ 2,960,000 37.00%	\$ 3,110,000	\$ 8,000,000	25%	80%	85%
Forest First	USFS	\$ 1,000,000	\$ 2,055,039 37.00%	\$ 2,499,121	\$ 5,554,160	3%	59%	59%
Wineville Regional Recycled Water Pipeline/GW Recharge System Upgrades	IEUA	\$ 1,000,000	\$ 0 0.00%	\$ 29,500,000 <sup>1</sup>	\$ 30,500,000	100%	100%	99%

<sup>1</sup> \$29,500,000 in Other State Funds

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### Proposition 84 Round 2 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Plunge Creek Water Recharge and Habitat Improvement	SBVWCD	\$ 500,000	\$ 184,731 26.00%	\$ 25,769	\$ 710,500	28%	0%	50%
Prado Basin Sediment Mgmt Demonstration Project	OCWD	\$ 750,000	\$ 1,444,000 37.00%	\$ 1,704,000	\$ 3,898,000	0%	0%	26%
San Sevaine GW Recharge Basin	IEUA	\$ 750,000	\$ 925,001 32.34%	\$ 1,184,999	\$ 2,860,000	100%	90%	90%
Corona/Home Gardens Multi-Jurisdictional Wtr Transmission Line	Corona	\$ 1,300,000	\$ 2,327,494 37.00%	\$ 2,663,031	\$ 6,290,525	100%	100%	100%
Enhanced SW Capture/Recharge Along the SAR	SBVMWD	\$ 1,000,000	\$ 11,581,000 37.00%	\$ 18,719,000	\$ 31,300,000	100%	40%	45%

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

13

### Proposition 84 Round 2 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Regional Residential Landscape Retrofit	IEUA	\$ 500,000	\$ 370,000 37.00%	\$ 130,000	\$ 1,000,000	94%	N/A	95%
Canyon Lake Hybrid Treatment Process	LESJWA	\$ 500,000	\$ 327,635 37.00%	\$ 57,865	\$ 885,500	100%	100%	100% <i>Retention Released</i>
Customer Handbook to Using Water Efficiently	WMWD	\$ 120,000	\$ 42,000 25.93%	\$ 0	\$ 162,000	100%	N/A*	100%
Lower Day Basin	IEUA	\$ 750,000	\$ 1,531,171 37.00%	\$ 1,857,130	\$ 4,138,301	0%	0%	60%
CII Performance Based WUE Program	MWDOC	\$ 500,000	\$ 898,179 37.00%	\$ 1,029,333	\$ 2,427,512	100%	N/A*	71%

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

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14

## Proposition 84 Round 2 Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Peters Canyon Channel Water Capture and Reuse Pipeline	Irvine	\$ 1,000,000	\$ 3,211,086 37.00%	\$ 4,467,523	\$ 8,678,609	100%	100%	100% <i>Retention Released</i>
Soboba Band of Luiseno Indians Wastewater Project	Soboba	\$ 147,905	\$ 53,000 26.38%	\$ 0	\$ 200,905	100%	N/A*	100% <i>Retention Released</i>
Recycled Water Project Phase I	Riverside	\$ 1,000,000	\$ 8,030,000 37.00%	\$ 12,670,000	\$ 21,700,000	50%	50%	50%
Wilson III Basins Project and Wilson Basins/ Spreading Grounds	Yucaipa	\$ 750,000	\$ 4,825,807 37.00%	\$ 7,466,914	\$ 13,042,721	0%	0%	58%
<b>Total</b>		<b>\$ 15,125,310</b>	<b>\$ 40,766,143 26.78%</b>	<b>\$ 96,322,965</b>	<b>\$ 152,214,418</b>	<b>61%</b>		<b>75%</b>

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

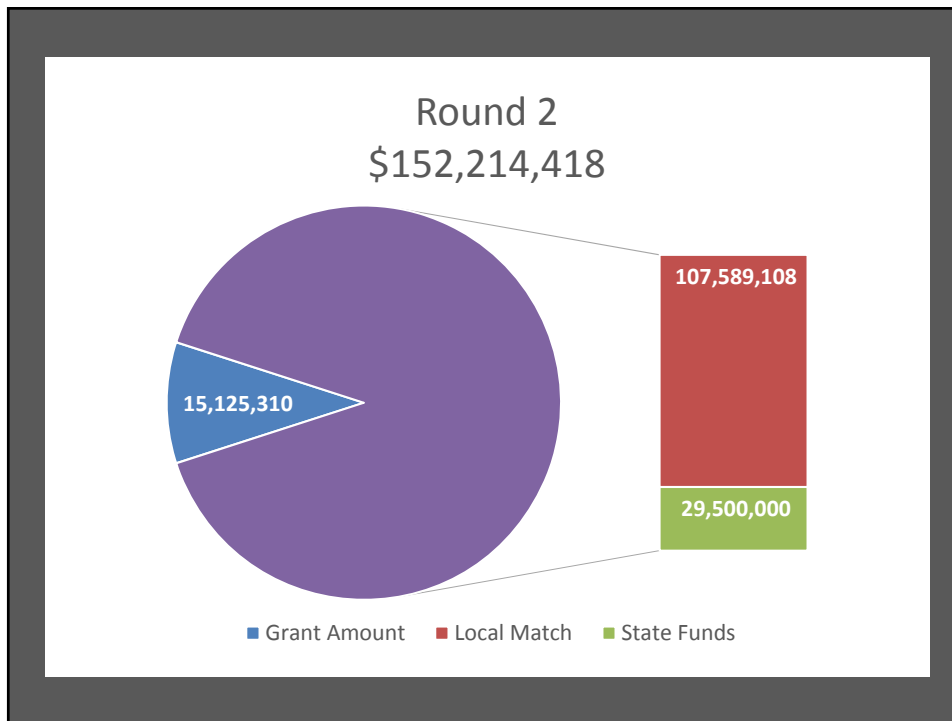
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# Drought Round Projects

(January 2014 – December 2019)

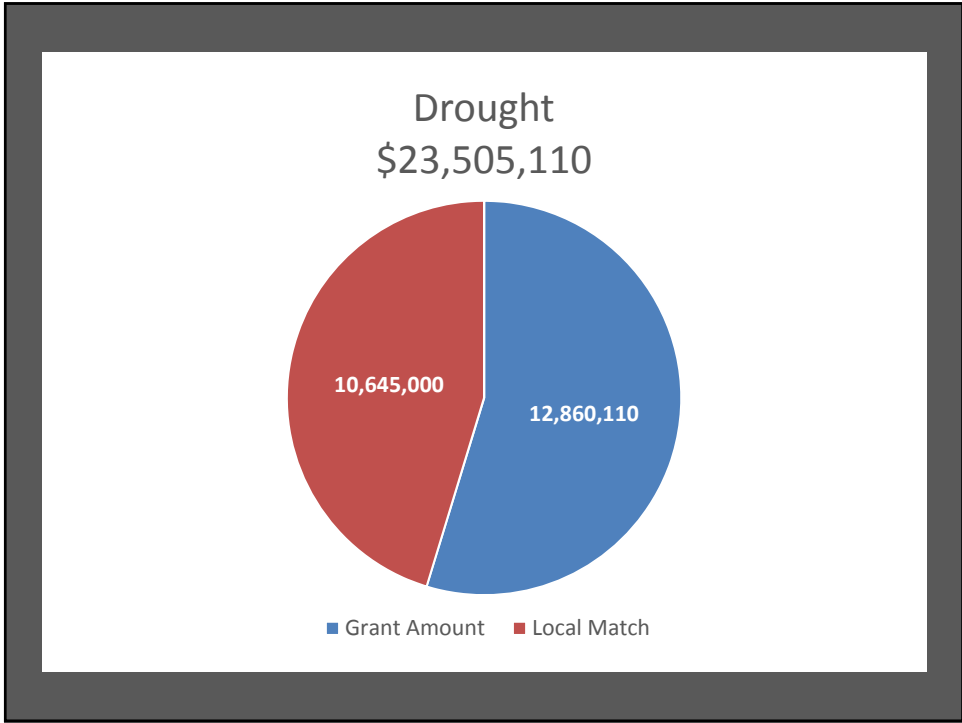
17

### Proposition 84 Drought Round Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Project Complete
Grant Agreement & Project Agreement 22 Administration	SAWPA	\$ 1,244,852	\$ 0 0.00%	\$ 0	\$ 1,244,852	67%	67%
Conserv. Based Report Tools/Rate Structure	SAWPA	\$ 5,190,824	\$ 0 0.00%	\$ 0	\$ 5,190,824	62%	62%
High Visibility Turf Removal & Retrofit SARW	EMWD	\$ 1,505,129	\$ 1,212,770	\$ 600,830	\$ 3,318,729	2%	100%
	IEUA	\$ 1,147,564	\$ 1,080,050	\$ 535,077	\$ 2,762,691	70%	100%
	OCWD	\$ 964,499	\$ 1,178,123	\$ 583,666	\$ 2,642,683	11%	82%
	SBVMWD	\$ 828,499	\$ 1,108,049	\$ 548,949	\$ 2,485,497	0%	35%
High Visibility Turf Removal & Retrofit USMW	WMWD	\$ 981,243	\$ 1,138,467	\$ 564,019	\$ 2,683,729	75%	94%
	EMWD	\$ 420,000	\$ 561,715	\$ 278,285	\$ 1,260,000	0%	28%
	WMWD	\$ 52,500	\$ 70,214	\$ 34,786	\$ 157,500	100%	100%
	RCWD	\$ 525,000	\$ 702,145	\$ 447,855	\$ 1,675,000	100%	100%
<b>Total</b>		<b>\$ 12,860,110</b>	<b>\$ 7,051,533 31.23%</b>	<b>\$ 3,593,467</b>	<b>\$ 23,505,110</b>	<b>44%</b>	<b>67%</b>

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19

2015 Round Projects  
(January 2014 – December 2021)

20

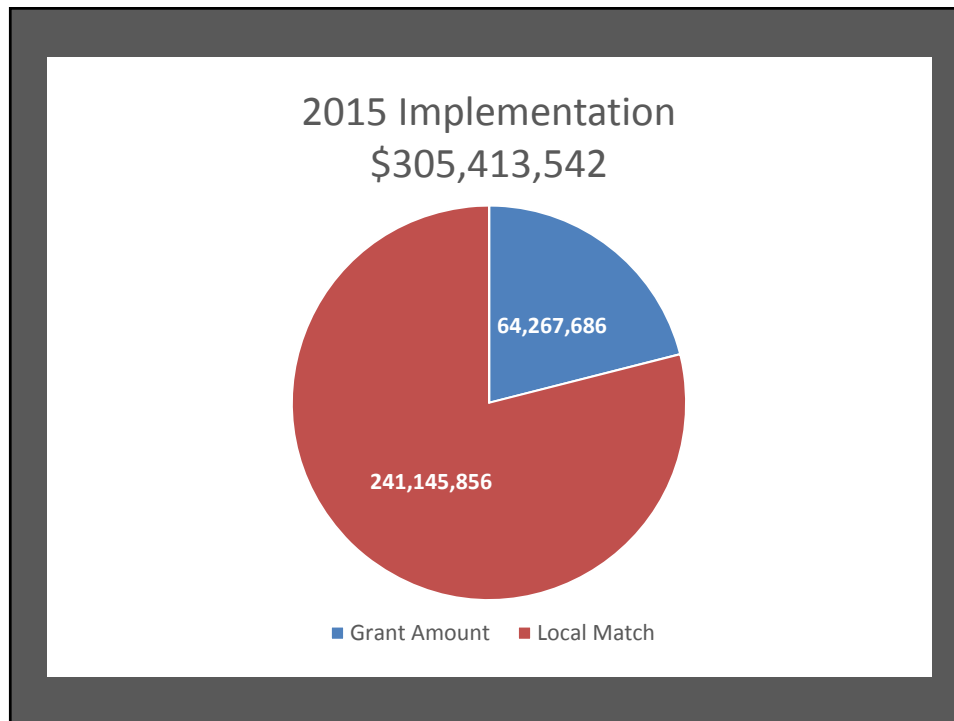


## Proposition 84 2015 Round Project Status Update

Project Name	Agency	Grant Amount	Required Funding Match	Add'l Cost Share	Total Project Cost	% Grant Billed	% Constr. Complete	% Project Complete
Grant Agreement Admin.	SAWPA	\$ 3,213,384	\$ 0 0.00%	\$ 0	\$ 3,213,384	15%	N/A	15%
Newhope – Placentia Trunk Sewer Replacement Project	OCSD	\$ 1,000,000	\$ 32,033,600 28.60%	\$ 78,966,400	\$ 112,000,000	100%	30%	54%
Integrated Watershed Protection Program	RCFCWCD	\$ 5,054,302	\$ 8,000,000 28.69%	\$ 14,832,223	\$ 27,886,525	1%	0%	20%
SARCCUP	Member Agencies	\$ 55,000,000	\$ 48,689,464 30.00%	\$ 58,619,543	\$ 162,313,633	5.5%	0%	4%
<b>Total</b>		<b>\$ 64,267,686</b>	<b>\$ 88,723,064 29.05%</b>	<b>\$ 152,407,371</b>	<b>\$ 305,398,121</b>	<b>30%</b>	<b>10%</b>	<b>23%</b>

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Thank You

## COMMISSION MEMORANDUM NO. 2019.14

**DATE:** February 5, 2019  
**TO:** SAWPA Commission  
**SUBJECT:** OWOW Program Update  
**PREPARED BY:** Mark Norton, Water Resources & Planning Manager

### RECOMMENDATION

It is recommended that the SAWPA Commission receive and file this presentation about the status of the OWOW Program, inclusive of the OWOW Plan Update 2018 and the Proposition 1 IRWM Implementation Grants.

### DISCUSSION

#### OWOW Plan Update 2018

The OWOW Plan Update 2018, built from the OWOW 2.0 Plan (2014), was crafted over the past eighteen months by the shared effort of many stakeholders, consultants, agency staff, SAWPA staff, and the OWOW Steering Committee.

The OWOW Plan Update 2018 Public Review Draft (PRD) is compliant with the 2016 IRWM Standards released by the Department of Water Resources. The PRD is posted on the SAWPA website, and its availability was noticed using the OWOW mailing list. The public review period was closed on December 14, 2018. Comments received were processed by SAWPA staff, and the final and complete OWOW Plan Update 2018 was assembled for the review and action of the OWOW Steering Committee at the January 27, 2019 regular meeting.

Following the recommendation of the OWOW Steering Committee, the OWOW Plan Update 2018 will be brought before the SAWPA Commission at its February 19, 2019 for final approval. This action requires formal notice in several newspapers in the watershed and a public hearing which will be held on Feb. 19th.

#### Call for Projects Seeking Grants (Proposition 1 IRWM Implementation Grants, Round 1)

The Proposition 1 IRWM implementation grants have been announced by Department of Water Resources with a release of the draft Project Solicitation Package (PSP) on October 5, 2018. The timeline shared by DWR has been updated and reflects the release of the Draft PSP and a public comment period with public meetings from Oct. 5 – Dec 14. Following review of comments a Final PSP will be released, likely in early 2019.

The draft PSP was used to finalize the online tool that supports a “Call for Projects Seeking Grants”. The availability of the online tool and the open call was distributed using the OWOW Mailing List on November 26, 2018. This Call for Projects deadline was originally set for January 22, 2019,

however, to the federal government shutdown affecting some applicants and multiple requests for more time by various project proponents, the deadline was extended to Jan. 31, 2019.

Proponents submitting projects have used the SAWPA online tool to supply the information required by DWR. Now that the call has closed, SAWPA staff will review projects data entry errors, and all projects along with project information will be released to the public for review using both tabular and map views of the proposed projects. A workshop called “OWOW, Let’s Connect!” will be held on February 21<sup>st</sup> to allow project proponents to consider merging efforts to improve competitiveness or strengthening multi-benefit and multi-jurisdictional partnerships. Once any changes are made from this collaborative work, list of projects will be rated and ranked based on the Prop 1 and OWOW eligibility criteria and the rating & ranking priorities as agreed upon by the OWOW Steering Committee.

Thereafter additional workshops will be held among stakeholders to refine the list of priority projects based on stakeholder input. This feedback will enable a recommended portfolio of projects to be brought to the OWOW Steering Committee for their review, prior to submitting the draft list to DWR in support of their Pre-Application Workshop.

The Pre-Application Workshop is a new aspect of the IRWM Program, which DWR developed following comments from the Roundtable of Regions and others. Their goal is to engage with region to discuss the proposed project suite, and offer suggestions and feedback to ensure that the proposal is compliant with the program and underlying legislative mandates associated with the grant funding. This workshop will be held at SAWPA, in the April – May timeframe. Four weeks following the workshop DWR will provide comments. Eight weeks following that, the expenditure proposal is due to DWR for the Prop 1 Round 1 grants.

The OWOW Governance will ensure that the portfolio of projects that are eligible for the funding opportunity, are suitably ready to proceed, have sufficient local match funding identified, and provide benefits to the watershed in line with the goals of the OWOW Plan Update 2018.

On July 26th OWOW Steering Committee meeting, the eligibility criteria and the rating & ranking system for Proposition 1 IRWM Implementation grant program was adopted by the OWOW Steering Committee. This rating and ranking system may be revised and updated again before project prioritization subject to further discussion with the OWOW Steering Committee. The final rating and ranking system and extensive review process reflects a concerted effort for improved stakeholder involvement and transparency. Key features derived from the stakeholder process includes a new way to ensure there is grant support for large-budget projects but also for smaller budget projects pursuing innovative new ideas or small-scale demonstrations.

As a status report regarding a funding allocation request of 38% of the available OWOW Prop 1 IRWM grant funding by OC Public Works, OCWD and OCSO, SAWPA will discuss ongoing negotiations regarding this request held in meetings at OC Public Works and at the OWOW Steering Committee on Jan. 24th.

## **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.
3. Distribution of benefits from the implementation of all integrated water resources management activities across the watershed in a fair and equitable fashion. Recognition that upstream conditions affect downstream water quality and quantity.
4. OWOW criteria and values are transparent to watershed-wide stakeholders.
5. A strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership and community engagement.
6. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
7. Successful implementation of an integrated regional water resource plan that reflects the watershed management needs of the public and the environment.
8. Annual review the accomplishments and implementation performance of the plan with the Commission and the Steering Committee.
9. Data and information needed for decision-making is available to all.

## **RESOURCE IMPACTS**

All activities described in this memo are part of previously approved budgets.

## **ATTACHMENTS**

1. PowerPoint Presentation on OWOW Program Status

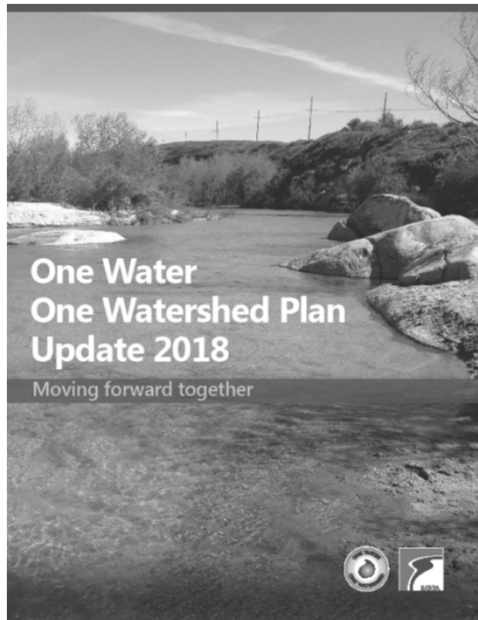


OWOW Plan Update 2018 & Prop 1 IRWM Implementation Grants

# One Water One Watershed Program Update

Presented by Mark Norton PE  
SAWPA Water Resources & Planning Mgr.

1



Public Review  
11/19 – 12/14, 2018

Public Hearing for  
Adoption, 2-19-19

2

# OWOW Plan Update 2018

- **28** month effort to update the OWOW 2.0 Plan
- Involving
  - Over **100** authors
  - Over **100** collaborative meetings
- Resulting
  - **Six** goals for achieving a sustainable watershed
- Over **100** recommended management and policy strategies
- **~400** pages (including appendices)
- Including partnerships with
  - Many agencies, non-profits, students, community members
  - Department of Water Resources
  - U.S. Bureau of Reclamation

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## Executive Summary & Table of Contents

OWOW PLAN UPDATE 2018: MOVING FORWARD TOGETHER

### EXECUTIVE SUMMARY

The One Water One Watershed (OWOW) Plan Update 2018 is the Integrated Regional Water Management (IRWM) Plan for the Santa Ana River Watershed (watershed). The OWOW Plan Update 2018 was written by and for stakeholders throughout the watershed. This plan considers the challenges and opportunities facing the entire watershed area of the Santa Ana River Funding Region within the California Inland Program. By bringing together stakeholders from all subregions, political jurisdictions, water agencies, non-governmental organizations, businesses, and the public, this OWOW Plan Update 2018 addresses all types of water as a single resource, inextricably linked to people, the land, and nature.

This plan is built on the strong foundations laid by the OWOW Plan, adopted in 2010, and the OWOW 2.0 Plan, adopted in 2014. These two earlier efforts were lauded within the watershed, across California, and the country. The OWOW 2.0 Plan received awards from planners, engineers, and business leaders for its good governance and stakeholder-led process.

The OWOW Plan Update 2018 was begun in July 2016 with a meeting of the OWOW Steering Committee. At that meeting, the Committee approved efforts to secure a planning grant from the state in support of the update process and adopted a policy document that described how projects can be included in the OWOW Program and made eligible for the expected implementation grants.

In the 28 months that followed, the OWOW 2.0 Plan was reconsidered in light of the significant changes impacting the watershed since early 2014. In those years the fiscal recovery began to be felt in portions of the watershed, and the State of California went through one of its most severe droughts on record. The communities of the watershed made strides to support conservation as a way of life in California, implementing widespread landscape retrofits and other conservation programs. Other significant investments were made throughout the watershed by agencies, cities, counties, and community members alike to make the watershed more resilient in response to uncertainty and more sustainable over the long term.

The OWOW Plan Update 2018 is subtitled "Moving Forward Together" to mirror the earlier plans, which focused on movement toward goals. Working together has been fundamental to the OWOW Program (and SAWRPA) since the program's inception, and the OWOW Plan Update 2018 is built by the stakeholders for the stakeholders. "Moving Forward Together" also reflects the OWOW Program's commitment to ensuring that no one is left behind as progress is made.

SAWPA ES-1 NOVEMBER 2018

OWOW PLAN UPDATE 2018: MOVING FORWARD TOGETHER

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SAWPA 1 NOVEMBER 2018

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## Next steps

- Public Comment Period
  - November 19 – December 14
- Response to comments and edits
- Final Plan before OWOW Steering Committee January 24
  - With Steering Committee recommendation, approval by SAWPA Commission will follow in February
- Proposed Final Plan Public Hearing and Adoption February 19



**2019**

5



Draft Project Solicitation Package (PSP) released October 5, 2018


Integrated Regional Water Management (IRWM) Implementation Grants

6




## Timeline

- Public Comments due  
December 14, 2018
- SAWPA submitted comments  
Dec 12, 2018
- Still awaiting Final PSP
- Location for pre-application workshop - SAWPA
- Pre-Application Workshop
  - DWR Comments 4 weeks after
- Grant Proposal
  - 8 weeks after DWR Comments




2018  
Implementation Grant  
Proposal Solicitation  
Package

Integrated Regional Water Management  
October 2018



PROP 1



California National Economic Agency  
Department of Water Resources  
Integrated Regional Water Management

7

## Proposed Funding Allocation

Funding Area	Round 1 General	Round 1 DAC	Round 2 General	Round 2 DAC
Santa Ana	\$21,925,000	\$2,205,000	\$21,925,000	\$4,095,000
	50%	35%	50%	65%

- DWR asked the region to concur with this distribution, or to propose another.
- Comment letter from SAWPA asked to make this decision after the call-for-projects & pre-application workshop
- Delay on bulk of disadvantaged community resources to help synchronize with the ongoing DCI Program

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## Call for Projects Seeking Grants

- SAWPA opened the call November 26, 2018.
- Online tool for data submission
  - Ensures lengthy Program and Project Information Forms developed by DWR will be completed by proponents.
- Works from the earlier database of projects in the OWOW Plan Update 2018.
- Deadline extended from Jan. 22<sup>nd</sup> to Jan. 31<sup>st</sup>

The screenshot shows the top portion of a web application. At the top left is the SAWPA logo. To its right is the title "SAWPA - OWOW Plan Update 2018 and Prop1 Project Submission Form". On the right side is the "ONE WATER ONE WATERSHED" logo. Below these is a horizontal navigation menu with tabs: Start, Login, Organization, General, Location, Partners, Goals, RMS, Inclusion, Eligibility, Env, WorkPlan, Benefits, Other, Attachments, and Finish. The "Start" tab is active. Below the menu, the word "Start" is displayed on the left, and a button labeled "Submitted Projects" is on the right. The main content area contains the following text:

Hello! Thank you for adding your project to the OWOW Plan Update 2018. Below are instructions, and the other tabs here will allow you to register/login, and then submit projects to be included in the plan. As you are working there are pop-ups and help links if you have questions. The instructions below though are the most comprehensive, and it may benefit you to download them for reference as you move through the submittal.

As the State releases implementation grants, those who wish for their project to compete for grant dollars will be asked to return and fill in additional details. Joining the [OWOW mailing list](#) is the best way to be notified when these opportunities are available

On behalf of the people of the Santa Ana River watershed and the gathered stakeholders of the One Water One Watershed Program, SAWPA appreciates your engagement.

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## Issues under discussion

- OC Public Works, on behalf of other agencies and stakeholders asks:
  1. To have the OC Plan (2018) "meaningfully included" in the OWOW Plan Update 2018
  2. 38% of the available funding in Prop 1 IRWM Implementation grants pre-allocated to projects in North Orange County
  3. The OC Plan rating & ranking system be used to select projects to use that allocation

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## Regional Acceptance Process

- OC Public Works has submitted a Regional Acceptance Process application to Department of Water Resources.
- DWR has suggested a decision by the end of January.
- If approved:
  - North Orange County RWMG would be eligible to apply for IRWM grants within the Santa Ana Funding Area, after submitting a compliant IRWM plan.
  - These applications would be competitive with the OWOW Program applications, with DWR selecting which proposal got how much money.

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## SAWPA staff have met with OC Partners

- A 25% minimum funding allocation could be pre-allocated to Orange County, Riverside County and San Bernardino County
- Balance of funding would be awarded to project proponents based on merit
- OC Plan rating & ranking used to create a suite of projects then could be submitted by OC Partners as a single program to the OWOW Program call-for-projects seeking grants
- Response by OC Partners still under review

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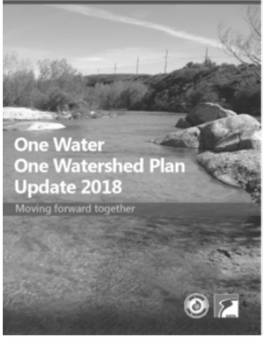
Draft Project Solicitation Package Released by DWR	Call-for-projects seeking grants	Proponents complete submittal details •QA/QC screening by SAWPA staff •Eligibility criteria screening	Public review period of proposed projects and programs  Let's Connect! Ends 3/01/19	Rating & Ranking criteria applied
10/5/18	11/26/18	Ends 1/31/19		
Final Application package submitted	DWR Pre-Application Workshop •SAWPA & Proponents present to DWR •Receipt of comments from DWR	OWOW SC Review Draft Final proposal list for pre-application workshop with DWR	Public QA/QC meeting of top projects	Public Release of Draft Ranked Project List
June, 2019	Late April	03/28/19	Mid-March	3/04/19


**Implementation Grant  
Timeline (adjusted)**

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## Recommendations

Receive and file this presentation about the status of the OWOW Program, inclusive of the OWOW Plan Update 2018 and the Proposition 1 IRWM Implementation Grants.





**PROP 1**  
GOVERNOR EDMUND G. BROWN, JR.  
**WATER BOND 2014**  
RELIABILITY | RESTORATION | RESILIENCE

14

## COMMISSION MEMORANDUM NO. 2019.15

**DATE:** February 5, 2019

**TO:** SAWPA Commission

**SUBJECT:** Update on Discussions with Orange County Stakeholders  
Adoption of Resolution No. 2019.3

**PREPARED BY:** Rich Haller, P.E., General Manager

### RECOMMENDATION

That the Commission receive and file an informational report on discussions with Orange County Stakeholders and adopt Resolution No. 2019.3

### DISCUSSION

Discussions have been ongoing with Orange County Public Works, Orange County Water District, and Orange County Sanitation District representing Orange County stakeholders regarding requests contained in a July 13, 2018 letter consisting of pre-allocation of grant funds to OC projects, use of OC's project rating and ranking system, and increased prominence of the OC plan in the OWOW plan. In the interim, Orange County Public Works, on behalf of the signatories of the letter, has filed a Regional Acceptance Process application with CA Department of Water Resources, seeking to be a separate Regional Water Management Group. The application is pending a CA DWR decision.

Ongoing discussions among the agencies who are signatory to the letter, SAWPA staff, OWOW stakeholders, and representatives of other SAWPA member agencies have not, at the time of this memorandum, resolved the issues. An oral summary of the discussions will be provided.

### CRITICAL SUCCESS FACTORS

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

### RESOURCE IMPACTS

Staff resources to support the completion of the OWOW Plan Update 2018 are included under Fund 373 OWOW.

Attachment:

1. Resolution No. 2019.3

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## **RESOLUTION NO. 2019-3**

### **A RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY SUPPORTING THE ONE WATER ONE WATERSHED INTEGRATED REGIONAL WATERSHED PROGRAM, AND OPPOSING DIVISION OF THE SANTA ANA RIVER FUNDING AREA INTO MULTIPLE REGIONS**

**WHEREAS**, the Commission of the Santa Ana Watershed Project Authority (“SAWPA”) was founded in part on the need for collaboration and cooperation to solve problems and reduce conflict between competing interests within the Santa Ana River Watershed;

**WHEREAS**, the Santa Ana River Watershed is defined by the California Integrated Regional Water Management (IRWM) program and the Santa Ana Regional Water Quality Control Board as the “upper and lower Santa Ana River watersheds, the San Jacinto River watershed, and several other small drainage areas.” (Santa Ana Region Basin Plan, Chapter 1.)

**WHEREAS**, SAWPA’s first integrated regional watershed plan was completed in 1998 with the implementation of the One Water One Watershed (OWOW) Program beginning in 2010; The OWOW Plan 2018 Update is built on the foundation laid by the adopted OWOW Plan (2010), and OWOW 2.0 Plan (2014);

**WHEREAS**, the One Water One Watershed (OWOW) Program is collaborative watershed planning, welcoming all stakeholders, integrating water and land management, and implementing projects which improve sustainability, resilience, and quality of life throughout the Santa Ana River Watershed. It balances environmental sustainability, quality of life and, economic growth in a changing environment dominated by water and financial scarcity;

**WHEREAS**, through integrated watershed planning, multi-benefit projects have been identified and implemented resulting in thousands of new acre-feet of water, improved water quality, reduced demand, new recreation opportunities, and restored habitat,

**WHEREAS**, the success of the OWOW Program is founded on diverse stakeholders working together to achieve a common vision and goals;

**WHEREAS**, some stakeholders in Orange County have identified dissatisfaction with the compromises reached among participating stakeholders, and despite significant program changes made in response to their input, have applied to Department of Water Resources to be recognized as a separate Regional Water Management Group within the IRWM Program; and

**WHEREAS**, having two regional water management groups planning and pursuing limited state grant resources within the Santa Ana Funding Area will lead to dis-integrated activity and competition, and lost opportunities to address water resources issues in an integrated way at the watershed scale.

**NOW, THEREFORE, BE IT RESOLVED** that the Commission of the Santa Ana Watershed Project Authority hereby resolves as follows:

1. The Commission reaffirms its position that the One Water One Watershed (OWOW) Program is the correct platform for overcoming differences and pursuing shared outcomes across the Santa Ana River Watershed.
2. The Commission reaffirms its role as a Regional Water Management Group, representative of the entire Santa Ana River Watershed and will continue to ensure that the OWOW Program addresses through compromise and prioritization all opportunities and challenges in the watershed, including Northern Orange County, both through integrated, watershed-scale planning and the use of limited State grant funds to incentivize innovation, collaboration, and regional efforts.
3. The Commission favors continued discussion to resolve differences among stakeholders, understanding the OWOW Program to be an ongoing effort, responsive to opportunities and challenges.
4. The Commission does not support the application made to form a separate Regional Water Management Group for Northern Orange County for it would dis-integrate watershed planning and hinder the avoidance and constructive management of conflicts between the upper and lower portions of the watershed.

**ADOPTED** this 5<sup>th</sup> day of February, 2019.

**SANTA ANA WATERSHED PROJECT AUTHORITY**

By: \_\_\_\_\_  
Ronald W. Sullivan, Chair

Attest:

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





## SAWPA OWOW Status Report 10/1/18 thru 12/31/18



PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
OWOW	Integrated Planning Process for the Santa Ana River Watershed	<ul style="list-style-type: none"> <li>• During the period the OWOW Plan Update 2018 Public Review Draft was released for comment. Six comments were received.</li> <li>• SAWPA remains strongly engaged with the statewide Roundtable of Regions, which is working directly with DWR on the development of Prop 1 implementation grant program. Discussions are underway to administer a consultant on behalf of and funded by the Roundtable of Regions participating agencies</li> <li>• During the period a Pillar Integration Meeting was held at OC Public Works to provide an opportunity for Orange County agencies who choose not to attend meetings at SAWPA to participate.</li> <li>• The DWR consultant team delivered the OWOW Plan Update 2018 Watershed Sustainability Assessment, which is appendix to the OWOW Plan Update 2018, and is paired with material in the California Water Plan Update 2018.</li> <li>• During the period further discussions were held between stakeholders, Pillar Chairs, and at the OWOW Steering Committee about the changes to the OWOW Program requested by the three Orange County water agencies that make up the North/Central Water Management Area.</li> <li>• The OWOW Call-for-Projects seeking Prop 1 IRWM grants was issued on 12/6/18 and will remain open through 1/31/19, to produce a list of projects to consider for Prop 1 Round 1 IRWM Implementation Grants.</li> <li>• SAWPA staff continues to engage with Water Education Foundation to develop and execute the March 29, 2019 Santa Ana River Watershed Conference at CSU Fullerton</li> </ul>	<ul style="list-style-type: none"> <li>• Adopt the OWOW Plan Update 2018 and deliver it to DWR for review.</li> <li>• Continue the effort to develop a project suite for Prop 1 Round 1 Implementation grants.</li> <li>• Engage with North/Central Water Management Area and DWR about the OWOW Program and resolution of conflict.</li> </ul>	<p>1/24/19 OWOW Steering Committee</p> <p>2/21/19 Let's Connect! Pillar Integration Meeting</p> <p>3/28/19 OWOW Steering Committee</p> <p>3/29/2019 Santa Ana River Watershed Conference</p>
	Disadvantaged Community Involvement (DCI) Program	<ul style="list-style-type: none"> <li>• Strength &amp; Needs Assessment process continues, a draft report from CSU is expected in the next quarter.</li> <li>• To-date thirty-two interns have been placed at water agencies and non-profits in the region to support community engagement efforts.</li> <li>• CivicSpark Water Fellows completed their year, and two new Fellows joined SAWPA, funded by this program, in support of its many programmatic dimensions.</li> <li>• During the period the program Technical Advisory Committee met monthly to consider how to prioritize Technical Assistance to Communities funding towards high-priority needs.</li> </ul>	<ul style="list-style-type: none"> <li>• Draft Final Community Water Ethnography of the Santa Ana Watershed report</li> <li>• Additional listening sessions conducted by UCI</li> <li>• Early-action Technical Assistance efforts underway</li> <li>• Trust the Tap media kit available for water retailer use</li> </ul>	<p>1/18/19 All-team meeting at SAWPA</p>

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		<ul style="list-style-type: none"> <li>• Work continues with DeGrave Communications on the Trust the Tap campaign to encourage the use of public tap water vs. bottle water particularly by disadvantaged communities or immigrant communities who do not have a high level of trust in potable water safety from their countries of origin. Water agency reps were being contacted and invited to serve on DCI Technical Committee.</li> </ul>		
<b>Emergency Drought Grant Program Implementation</b>	Region-wide water demand reduction program for the Santa Ana River Watershed through the Project Agreement (PA) 22 Committee	<ul style="list-style-type: none"> <li>• The PA22 Committee met in October and December 2018.</li> <li>• the project deadline for the SAWPA consultant, Miller Spatial, to complete the Retail Water Agency Meter Geocoding and Business Type Classification Program (geocoding program) has been extended to June 30, 2019. Miller Spatial is actively working with 15 retail agencies with signed memorandums of understanding.</li> <li>• In December, SAWPA purchased updated NAICS business point data. These updated business points will be used to complete detailed business type coding) for commercial businesses for the entire watershed (excluding home businesses).</li> <li>• The Conservation-Based Water Rates Component is on schedule to be completed in June 2019. Chino and Chino Hills have adopted the rate structure and Hemet’s rate hearing is scheduled for the first quarter of 2019.</li> <li>• SAWPA staff and DWR have met to discuss future opportunities to partner on study to focus on a study that compares water usage information from several retail water agencies in the watershed to water budgets based on efficiency standards. SAWPA presented the study to the PA 22 Committee in December and the item was referred to the Commission.</li> <li>• SAWPA staff met with the PA 22 Advisory Workgroup to discuss possible grant applications to submit to the OWOW Prop 1 Call for Projects due in January 2019. A Watershed-Wide Water Budget Development Project was developed per that meeting.</li> </ul>	<ul style="list-style-type: none"> <li>• Support the remaining three retail agencies who are studying conservation-based rates (Chino, Chino Hills and Hemet).</li> <li>• Miller Spatial to complete work to update meter service points with retail water agencies.</li> <li>• Miller Spatial to included updated NAICS business points in watershed-wide business type coding.</li> <li>• SAWPA staff to present to IEUA water managers meetings to demonstrate the full capabilities of the Esri GIS web-application to retail water agencies staff.</li> <li>• SAWPA staff to present possible DWR partnership study to Commission on January 15, 2019.</li> <li>• Present the Watershed-Wide Water Budget Development to the Commission January 15, 2019 and if approved submit it to the OWOW Call for Projects.</li> </ul>	02-28-19 PA 22 Committee meeting
<b>Santa Ana River Conservation and Conjunctive</b>	Implementation of SARCCUP (which includes conjunctive use, fish habitat, invasive weed	<ul style="list-style-type: none"> <li>• Staff worked with the SARCCUP agencies on preparing for the PA 23 Committee meeting that occurred in December 2018. At the meeting an update was provided on the major impediments to acquiring 36,000 AF of Chino Basin storage for use by IEUA for the conjunctive use portion of SARCCUP. It was explained that the SARCCUP project proponents will</li> </ul>	<ul style="list-style-type: none"> <li>• Work will continue on a new SARCCUP project description and costs of revised facilities in preparation of a future Amendment No. 2 for the</li> </ul>	Bi-weekly SARCCUP Planning Manager meetings.

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<b>Use Program (SARCCUP) Implementation</b>	removal, and water use efficiency programs) through the PA 23 Committee.	bring back a recommendation to the PA 23 Committee to amend the project scope after further analysis of new SARCCUP conjunctive use facility options that would help make up for the loss of benefits in the Chino Basin. Each option is being analyzed for their effect on the CEQA process, schedule and budget. <ul style="list-style-type: none"> <li>• Orange County Coastkeeper continued implementing the Smartscape Program with workshops and residential site visits focused on educating customers on drought tolerant landscape maintenance.</li> </ul>	DWR/SAWPA Agreement.	February 5, 2019 PA 23 Meeting
<b>Prop 84 IRWM Round 1</b>	Grant administration of Prop 84 IRWM Round 1	<ul style="list-style-type: none"> <li>• Staff continues to work with the agencies implementing the 15 projects involved in the first round of Prop 84 IRWM program to undertake all labor associated with interaction with DWR staff; project invoices processing including review, verification and submittal to DWR; project reporting review, verification and submittal to DWR; all DWR agreements, SAWPA Sub-agreements and Amendments preparation, processing and execution; DWR payment processing; project implementation inspection and verification; assembling, reviewing and submittal of Financial Statements; coordination and review of all Labor compliance; review and verification of all certifications, permits, and CEQA; project deliverables review, verification and submittal to DWR; project benefit assessment; review and verification of project monitoring plan; review and verification of project signage; review, verification and preparation of all documentation for audit review; grant administration budget preparation, monitoring, projections and assessment; SAWPA management review, oversight and direction regarding these defined tasks.</li> </ul>	<ul style="list-style-type: none"> <li>• All grant administration will continue until the final Round 1 project is implemented and continues with annual monitoring for 10 years after the completion of the projects.</li> </ul>	Quarterly Report to SAWPA Commission
<b>Prop 84 IRWM Round 2</b>	Grant administration of Prop 84 IRWM Round 2	<ul style="list-style-type: none"> <li>• Staff continues to work with the agencies involved in the 19 projects under the second round of Prop 84 IRWM program to undertake all labor associated with interaction with DWR staff; project invoices processing including review, verification and submittal to DWR; project reporting review, verification and submittal to DWR; all DWR agreements, SAWPA Sub-agreements and Amendments preparation, processing and execution; DWR payment processing; project implementation inspection and verification; assembling, reviewing and submittal of Financial Statements; coordination and review of all Labor compliance; review and verification of all certifications, permits, and CEQA; project deliverables review, verification and submittal to DWR; project benefit assessment; review and verification of project monitoring plan; review and verification of project signage; review, verification and preparation of all documentation for audit review; grant administration budget preparation, monitoring, projections and assessment; SAWPA management review, oversight and direction regarding these defined tasks.</li> </ul>	<ul style="list-style-type: none"> <li>• All grant administration will continue until the final Round 2 project is implemented and continues with annual monitoring for 10 years after the completion of the projects.</li> </ul>	Quarterly Report to SAWPA Commission

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<b>Prop 84 IRWM Drought Round</b>	Grant administration of Prop 84 IRWM Drought Round	<ul style="list-style-type: none"> <li>Staff prepared three monthly progress report and invoices to the DWR during the reporting period. Staff reviewed turf removal projects submitted for invoicing before processing by DWR.</li> </ul>	Finalize three progress reports/invoices during the next quarter.	Upcoming Commission Meeting to provide update on Drought Grant
<b>Prop 84 IRWM 2015 Round</b>	Grant administration of Prop 84 IRWM 2015 Round	<ul style="list-style-type: none"> <li>Staff prepared and reviewed the grant invoice and progress report for the third reporting period that was due to DWR on December 31, 2018.</li> <li>SAWPA staff worked on the Amendment No. 1 to the Proposition 84 2015 Round Grant Agreement by providing further reasoning to DWR for the requested changes to the three projects include in the Grant Agreement.</li> <li>SAWPA staff worked with the SAWPA member agencies to begin discussions of preparing the scope and budget for the second amendment to the Grant Agreement that would be required per the major impediments to acquiring 36,000 AF of Chino Basin storage for use by IEUA for the conjunctive use portion of SARCCUP. Following the PA 23 Committee's approval of replacement conjunctive use facilities, as described above, SAWPA staff will submit Amendment No. 2 to DWR. Staff worked with SBVMWD, EMWD, IEUA and OCWD on their Sub-Agreement adoption (for IEUA and OCWD) and Sub-Agreement amendment approval (for SBVMWD and EMWD).</li> </ul>	<ul style="list-style-type: none"> <li>Work with the project proponents on finalizing their Sub-Grantee Agreement amendments so they reflect the DWR-SAWPA Grant Agreement amendment. The remaining SARCCUP agencies (OCWD and IEUA) are planning to bring their SAWPA sub-agreements to their boards by the second quarter of 2019.</li> <li>Completing the fourth quarterly report/invoice of 2018 by February 28, 2019.</li> <li>A status report about the DWR Agreement Amendment and the SAWPA/SARCCUP agencies Sub-agreements will be provided to the PA 23 Committee.</li> <li>Submit CEQA documents to DWR.</li> </ul>	Bi-weekly SARCCUP Planning Manager meetings.



## SAWPA Roundtables Status Report 10/1/18 thru 12/31/18



PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
<b>Middle Santa Ana River (MSAR) Pathogen TMDL Task Force</b>	Implement TMDLs to address impairments to water quality relating to the fecal coliform objective established to protect the REC-1 use for waterbodies located within the Middle Santa Ana River Watershed.	<ul style="list-style-type: none"> <li>• Task Force Administration by SAWPA continues.</li> <li>• Management and review of consultant contracts, project invoices and annual Task Force budget by staff continues.</li> <li>• Staff continues to collect signatures pages from stakeholders for the amendment to extend the MSAR Task Force agreement for an additional 5-year term.</li> <li>• Staff continues to follow-up with stakeholders regarding FY 2018-19 MSAR Task Force invoices.</li> <li>• November 2018, staff distributed to stakeholders and received approval of the FY 2019-20 Task Force budget.</li> <li>• Task Force consultant Tim Moore/Risk Sciences continues his effort to orchestrate the TMDL Implementation strategy for the MSAR TMDL Task Force.</li> <li>• The Task Force continues their effort to support the implementation of the Riverside / San Bernardino Counties CBRP in coordination with the MSAR TMDL Task Force.</li> </ul>	<ul style="list-style-type: none"> <li>• Amendment to extend the Task Force agreement for an additional 5-year term is still being circulated for final signatures by all parties.</li> <li>• The Task force plans to petition the Regional Board to initiate an effort to update and revise the MSAR TMDLs upon approval of the Basin Plan Amendment to update LE&amp;CL TMDLs expected to be completed in early 2020.</li> </ul>	1-9-19 Task Force Meeting 2-19-19 Task Force Meeting
	TMDL Task 3 Watershed Monitoring Program	<ul style="list-style-type: none"> <li>• MSAR TMDL Compliance monitoring is now conducted as a component of the Santa Ana River Bacteria monitoring program implemented through the Regional Water Quality Monitoring Task Force.</li> <li>• Consultant team led by CDM Smith completed both the warm and cool season monitoring for the 2018-19 Santa Ana River Watershed Bacteria Water Quality Monitoring Program.</li> <li>• October 2018 the Regional Water Quality Monitoring task Force approved a motion to extend the contract with CDM Smith to conduct the Santa Ana River Bacteria monitoring program for one additional year, due to their institutional knowledge of the program.</li> <li>• October 2018 the Regional Water Quality Monitoring task Force requested CDM Smith to prepare a scope of work to modify the current monitoring program to address the new statewide water quality objectives for bacteria.</li> </ul>	<ul style="list-style-type: none"> <li>• Draft 2018 Annual SAR Bacteria Monitoring Report due in April 2019.</li> </ul>	

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	TMDL Task 4 Source Evaluation and Management	<ul style="list-style-type: none"> <li>• MSAR TMDL Task Force meetings continue to be used as a forum for stakeholders to update Regional Board staff on their CBRP implementation activities.</li> <li>• SAWPA acts as the contracting party for the benefit of Task Force agencies to implement specific studies and projects to support each County's Comprehensive Bacteria Reduction Plan implementation activities.</li> <li>• All current source evaluation work relating to the bacteria indicator TMDLs is being conducted through the individual Counties MS4 program to implement their respective Comprehensive Bacteria Reduction Plans.</li> <li>• The Task Force authorized Risk Sciences to prepare a letter to the Regional Board on behalf of MS4 permittees requesting the 2019 Triennial Progress Report be deferred until 2020.</li> <li>• SAWPA staff informed the TMDL Task Force of an effort by SAWPA to assess the impacts of homelessness on water quality and riparian and aquatic habitat. It is anticipated that any monitoring of the SAR to come out of this effort will be coordinated with the Task Force.</li> </ul>	<ul style="list-style-type: none"> <li>• All current deliverables related to the implementation of the Counties Comprehensive Bacteria Reduction Plans are currently being addressed by individual agencies.</li> <li>• Submit letter to the Regional Board on behalf of permittees requesting the 2019 Triennial Progress Report be deferred until 2020.</li> <li>• SAWPA Staff will coordinate with the Task Force on SAWPA's proposed project to examine the impacts of homelessness on water quality in the SAR.</li> <li>• Task Force will develop an outline for a synoptic watershed study to scope out the approach and identify the next steps in the process to implement the TMDLs.</li> </ul>	

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<b>Lake Elsinore and Canyon Lake Nutrient TMDL Task Force</b>	Implement TMDLs to address water quality issues relating to excess nutrients in Lake Elsinore and Canyon Lake.	<ul style="list-style-type: none"> <li>• Task Force administration by LESJWA continues.</li> <li>• LESJWA staff continues to coordinate issues relating to stakeholder load/cost allocations, in-lake modeling, and the design on in-lake treatment projects with various consultants.</li> <li>• LESJWA staff continues management and review of consultant contracts, project invoices and annual Task Force budget.</li> <li>• LESJWA Staff continues to collect signatures from stakeholders for the amendment for extending the task force agreement an additional 5-year term.</li> <li>• Staff continues to follow-up with stakeholders regarding FY 2018-19 Task Force invoices.</li> <li>• Risk Sciences continues its role of working with stakeholders on a long-term plan to revise and update the Lake Elsinore and Canyon Lake nutrient TMDLs.</li> <li>• Change Order authorized for Risk Sciences to address additional task Force meetings.</li> <li>• December 2018 CDM Smith submitted TMDL Technical Document Update to Regional Board to initiate the Basin Plan Amendment adoption process.</li> <li>• Change Order authorized for CDM Smith to support Regional Board staff through the Basin Plan Amendment adoption process for the Revised Lake Elsinore/Canyon Lake (LECL) Nutrient TMDLs.</li> </ul>	<ul style="list-style-type: none"> <li>• Amendment to extend the Task Force agreement for an additional 5-year term is still being circulated for final signatures by all parties.</li> <li>• February 2019, Staff to submit a draft FY 2019-20 LE&amp;CL TMDL Task Force budget to stakeholders for review.</li> </ul>	1-9-2019 Task Force Mtg.  2-21-2019 Task Force Mtg.
	TMDL Task 4 Monitoring Program	<ul style="list-style-type: none"> <li>• Wood Environmental (formerly Amec Foster Wheeler) continues to implement the Phase 2 TMDL Compliance Monitoring Program.</li> <li>• October, 2018, Wood Environmental submitted final 2017-18 LE&amp;CL TMDL Annual Water Quality Monitoring report to Stakeholders and Regional Board.</li> <li>• December 2018, 2018-19 Quarter 1 Report of LE&amp;CL TMDL Water Quality Monitoring was submitted to stakeholders.</li> <li>• Change Order authorized for Wood Environmental to address additional Lake Elsinore monitoring required to validate the nutrient offsets produced by LEAMS.</li> </ul>	<ul style="list-style-type: none"> <li>• 2018-19 Quarter 2 Report of LE&amp;CL TMDL Water Quality Monitoring due in March 2019.</li> </ul>	

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PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	TMDL Task 9 Lake Elsinore TMDL Compliance Implementation Activities	<ul style="list-style-type: none"> <li>• Work relating to the implementation of Lake Elsinore In-Lake Sediment Nutrient Reduction Plan performed in conjunction with the RCFC&amp;WCD MS4 Comprehensive Nutrient Reduction Plan continues.</li> <li>• October 2019, the Task Force authorized Risk Sciences to prepare a scope of work for a LEAMS Effectiveness Study to be conducted by with Dr.'s Alex Horne and Michael Anderson.</li> <li>• November 2018, LESJWA Staff- released the Wood Environmental proposal to conduct the Lake Elsinore Fishery Management Program for review.</li> </ul>	<ul style="list-style-type: none"> <li>• LESJWA/SAWPA staff will continue coordination with LEAMS Operators on the availability and pricing of future LEAMS offset credits to Task Force stakeholders.</li> <li>• January 2019, staff will seek approval from the Task Force to hire Wood Environmental to implement the Lake Elsinore Fishery Management Program.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff will participate in a Regional Board's CEQA Scoping meeting for the draft TMDL Revision draft report on Jan. 16, 2019.</li> </ul>
	TMDL Task 10 Canyon Lake TMDL Compliance Implementation Activities	<ul style="list-style-type: none"> <li>• Work relating to the implementation of Canyon Lake In-Lake Sediment Treatment Evaluation performed in conjunction with the RCFC&amp;WCD MS4 program Comprehensive Nutrient Reduction Plan continues.</li> <li>• LESJWA staff continues as the lead implementing agency for the Canyon Lake Hybrid System (Canyon Lake Alum dosing project).</li> </ul>	<ul style="list-style-type: none"> <li>• February 2019 Canyon Lake Alum Application</li> </ul>	
	TMDL Task 11 Model Update	<ul style="list-style-type: none"> <li>• All modeling complete.</li> </ul>	<ul style="list-style-type: none"> <li>• No additional modeling to support the TMDL is planned.</li> </ul>	
<b>Basin Monitoring Program Task Force</b>	Annual Monitoring Report	<ul style="list-style-type: none"> <li>• September 2018, final 2017 annual SAR water quality report was submitted to Regional Board</li> </ul>	<ul style="list-style-type: none"> <li>• Work to begin on data gathering for August submittal in Feb. 2019</li> </ul>	
	Triennial Ambient Water Quality Update	<ul style="list-style-type: none"> <li>• The Task Force set a Scoping Committee composed of Task Force agencies to review and prepare the next Request for Proposals next Triennial Ambient Water Quality Update. Preparation of a new RFP for consultant services for preparation of the next 1999-2018 Triennial Ambient Water Quality Update was commenced in October 2018 to allow sufficient time for consultant selection by March 2019 and work completion by July 2020. Monthly meetings were held during the quarter with many suggested edits and accommodations to ensure that Chino Basin Agricultural Pool data was used but not displayed in the report to ensure privacy.</li> </ul>	<ul style="list-style-type: none"> <li>• Final review comments will be received and accepted for the RFP the second week of January.</li> </ul>	<ul style="list-style-type: none"> <li>• Release RFP for next Triennial Ambient Water Quality Update on Jan. 15, 2019</li> </ul>



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	Santa Ana River Wasteload Allocation Update	<ul style="list-style-type: none"> <li>• Work continues on the Santa Ana River Wasteload Allocation under a contract with Geoscience Inc. The work includes using a new model. Work has now been completed on the model runs and a draft task memorandum documenting the results has been prepared and distributed for comments.</li> </ul>	<ul style="list-style-type: none"> <li>• All technical memos as well as the Draft Study Report are anticipated to be completed by the end of the next quarter.</li> </ul>	<p>1-8-19 Task Force Mtg. 2-19-19 Task Force Mtg.</p>
	Drought Policy	<ul style="list-style-type: none"> <li>• The Regional Board has defined the creation of a new drought policy as one of their triennial Basin Plan priorities.</li> <li>• Tim Moore of Risk Sciences worked with the BMP TF and the Southern California Salinity Coalition (SCSC) to develop an outline of the work necessary to justify a new Drought Policy.</li> <li>• The consultant for SCSC, CDM Smith, using their subconsultant, Daniel B. Stephens Inc., has now completed the final analysis report about the TDS trends due to the drought experienced by several So Cal agencies.</li> <li>• A draft outline for developing a new policy and suggested revisions to waste discharge permits has been prepared by Risk Sciences and was discussed in the Task Force meeting in May 2018.</li> <li>• Further discussion will commence upon completion of Santa Ana River Wasteload Allocation work.</li> </ul>	<ul style="list-style-type: none"> <li>• Awaiting feedback from the Regional Board on suggested edits and more discussion will arise in Task Force meetings over the next quarter.</li> </ul>	<p>Draft Approach to be shared at 1-8-19 Task Force Meeting.</p>

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<b>Emerging Constituents Program Task Force</b>	Provide emerging constituents sampling report and watershed water quality outreach program	<ul style="list-style-type: none"> <li>• The 2013 Emerging Constituents (EC) Sampling Report, the last annual sampling report was submitted to the Regional Board on March 14, 2014.</li> <li>• By agreement the EC Program Task Force and the Regional Board agreed to discontinue the annual EC sampling and only proceed with additional watershed wide sampling separate from permitted activity, if necessary.</li> <li>• The original State Board Blue Ribbon Panel on ECs reconvened in late 2017 and a new report was issued in February 2018 reflecting a revised EC list considering the latest EC detection technology and latest science associated with ECs in drinking water. The list remains the same with the elimination of caffeine. Consequently, the need for additional EC sampling in the Santa Ana Watershed by the EC Program Task Force was deemed unnecessary by the Regional Board.</li> <li>• OCWD made 10/11/18 presentation to Santa Ana River Dischargers Association (SARDA) about PFOA &amp; PFOS detections.</li> <li>• OCWD and SARDA informed Basin Monitoring Program Task Force which includes Regional Board staff of possible new EC sampling program need.</li> <li>• Conference call was held on Nov. 27th with Regional Board, OCWD, SARDA, SAWPA, and Risk Sciences to discuss need and early scoping parameters</li> <li>• Status report about new and possible EC sampling program focused on PFOA and PFOS was presented to SAWPA Commission on Dec. 18<sup>th</sup>.</li> </ul>	<ul style="list-style-type: none"> <li>• A new annual EC sampling has now been proposed and this will be presented to the EC Program Task Force in Jan. 2019.</li> </ul>	<p>1-8-19 EC Program Task Force meeting.</p> <p>2-20-19 EC Program Task Force meeting.</p>
	Watershed water quality outreach program	<ul style="list-style-type: none"> <li>• Work continues with the social media tools in support of drinking water quality for the general public. This work is funded by a subset of the EC Program Task Force called the EC Public Outreach Committee. Work is continuing by DeGrave Communications on the FY 18-19 task order with articles and videos.</li> <li>• Reports on all social media postings are shared with the Outreach Committee on a weekly basis.</li> <li>• Special outreach for PFOA and PFOS relying on OCWD recent outreach material will be set up through the Public Outreach Committee.</li> </ul>	<ul style="list-style-type: none"> <li>• Bi-annual reports about the EC Public Outreach efforts for the SAWPA Commission will continue.</li> </ul>	<p>Jan. 2019 EC Program TF Public Outreach Committee meeting.</p>

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<b>Imported Water Recharge Workgroup</b>	Support imported recharge agencies in agreement deliverables	<ul style="list-style-type: none"> <li>• The last meeting with the signatory agencies to the Cooperative Agreement for Imported Water Recharge was held on Nov. 29, 2018. The signatories agreed to prepare and share a draft term sheet as the basis for the framework for a new amendment since its renewal term was 10 years and was originally signed in 2008.</li> <li>• SBMVWD prepared the first draft. Much of the amendment would reflect changes to the groundwater models to be used, the frequency of required recharge reporting and groundwater modeling. Further, it is contemplated that improved efficiency could occur by folding this entire effort under the Basin Monitoring Program Task Force as a subcommittee to the Task Force consisting of the signatories of the Cooperative Agreement.</li> <li>• Previously the original signatory agencies met at the Regional Board's offices to further discuss the amendment and the administration of this group's requirements.</li> <li>• Tim Moore of Risk Sciences was asked to review the draft term sheet</li> <li>• A briefing about the possibility of this effort being folded under the Basin Monitoring Program Task Force will be discussed at the next BMP Task Force meeting.</li> </ul>	<ul style="list-style-type: none"> <li>• The Basin Monitoring Program Task Force will review the Draft Term Sheet for the Cooperative Agreement Amendment.</li> </ul>	Draft Term Sheet will be shared with BMP Task Force 2-19-19
<b>Reclamation So Cal Studies</b>	Support regional studies with Bureau of Reclamation	<ul style="list-style-type: none"> <li>• Reclamation grant opportunities continue to be reviewed and explored to support SAWPA's mission. Partners in the effort include Pacific Institute, California Forward, and others.</li> <li>• Grant support for a joint organizational effort called the Sustainable Landscaping project in the Santa Ana Watershed was sought through the 2018 Bureau of Reclamation WaterSMART water use efficiency program. A grant for \$300,000 in Reclamation funds would have to be matched by \$300,000 in local funds from commercial firms who are interested in implementing sustainable landscaping.</li> <li>• SAWPA was notified that since a local match of funds could not be secured by its partner agencies when the application was submitted, the project was not awarded.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordination meetings are held every two weeks with California Forward and the Pacific Institute to develop the Sustainable Landscape project and evaluate grant funding opportunities.</li> <li>• Efforts to secure the 50% local share from commercial and industrial parties benefiting from the work is still being sought.</li> </ul>	Coordination meetings with Pacific Institute and CA Forward will continue next quarter.

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PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
<b>Santa Ana River Fish Conservation Task Force</b>	Determine the reasons for the decline of the Santa Ana sucker fish ( <i>Catostomus santaanae</i> ) in the Santa Ana Watershed and implement projects that will benefit the species.	<ul style="list-style-type: none"> <li>• Staff constructed the Santa Ana Sucker Habitat Protection and Beneficial Use Enhancement Project (Project) between October 3 and 12 at a construction cost of approximately \$80,000. A presentation of the final Project was provided to the Commission in November. Staff, OCWD and SAWPA consultant Scheevel Engineering collected pre and post field data to monitor the effect of the Project on the environment and benefit to the sucker.</li> <li>• Staff submitted a final report in December 2018 to the Regional Water Quality Control Board who provided \$63,000 in Supplemental Environmental Project funding to the Project.</li> <li>• The 2018 Riverwalk was held on October 18. The data was compiled and analyzed by SAWPA staff.</li> </ul>	<ul style="list-style-type: none"> <li>• Finalize the Project report for the US Fish and Wildlife Service who has provided \$37,000 for the Project.</li> <li>• Finalize the Riverwalk Atlas which presents the data collected.</li> <li>• Prepare a two-year Task Force budget for FYE 2020 and 2021 for adoption by Team members.</li> </ul>	Task Force meeting at Project site first quarter 2019.
<b>Regional Water Quality Monitoring Task Force</b>	Implement a coordinated regional water quality monitoring program in the Santa Ana River watershed to meet the requirements of the amended Recreational Use Water Quality Standards and Implementation Plan requirements of the Santa Ana Basin Plan, and to assist Regional Board with future triennial reviews of the Basin Plan.	<ul style="list-style-type: none"> <li>• Task Force Administration by SAWPA continues.</li> <li>• Management and review of consultant contracts, project invoices and annual Task Force budget by staff continues.</li> <li>• Staff continues to follow-up with stakeholders regarding FY 2018-19 RWQ Task Force invoices.</li> <li>• November 2018, staff distributed to stakeholders a draft FY 2019-20 Task Force budget for review.</li> <li>• Consultant team led by CDM Smith completed both the warm and cool season monitoring for the 2018-19 Santa Ana River Watershed Bacteria Water Quality Monitoring Program.</li> <li>• October 2018 the Regional Water Quality Monitoring Task Force approved a motion to extend the contract with CDM Smith to conduct the Santa Ana River Bacteria monitoring program for one additional year, due to their institutional knowledge of the program.</li> <li>• October 2018 the Regional Water Quality Monitoring Task Force requested CDM Smith to prepare a scope of work to modify the current monitoring program to address the new statewide water quality objectives for bacteria.</li> </ul>	<ul style="list-style-type: none"> <li>• Issue Change Order for CDM Smith to update the monitoring plan and QAPP to address new statewide water quality objectives for bacteria.</li> <li>• Extend agreement with CDM Smith to implement one additional year (2019-20) of SAR Bacteria monitoring.</li> <li>• Draft 2018 Annual SAR Bacteria Monitoring Report due in April 2019.</li> </ul>	1-9-19 Task Force Meeting

## SAWPA Roundtables Status Report

10/1/18 thru 12/31/18

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
LESJWA	Support lake quality improvement projects at Lake Elsinore and Canyon Lake	<ul style="list-style-type: none"> <li>• LESJWA Board met on October 18, 2018 and December 10, 2018.</li> <li>• At the October meeting and the December meeting, the LESJWA Board decided to defer a policy question regarding outside funding contributions to the LE/CL TMDL Task Force and LESJWA for a future meeting. The Board received informational reports about the status for the Fishery Management and Survey RFP, the Lake Elsinore Advanced Pumped Storage (LEAPS) project the TMDL Update and the pre-and post-monitoring of water quality runoff coming from the Holy Fire burn area near Lake Elsinore. At the Dec. meeting, the LESJWA Board approved change orders to consultant contracts to address the additional TMDL compliance monitoring by Wood Environmental, additional TMDL Update support by CDM Smith, and additional meeting support Risk Sciences.</li> <li>• SAWPA staff continues to support LESJWA as administrator for the LESJWA JPA, LE/CL TMDL Task Force with task force meetings and various committee meetings held every 1-2 months.</li> </ul>	<ul style="list-style-type: none"> <li>• LESJWA staff will hold additional meetings with the LESJWA Board subcommittee to discuss an outside funding policy.</li> </ul>	2-21-19 LESJWA Board
	Provide education and outreach	<ul style="list-style-type: none"> <li>• Liselle DeGrave of DeGrave Communications continues her support to LESJWA. Joint meetings with the consultant, LESJWA member agency PR staff and the SAWPA staff are held on a quarterly basis for coordination and are described as the LESJWA Education and Outreach Committee. The last meeting was held on Oct. 23, 2018. Topics covered included the DeGrave Communications year end report, fish population survey, and the continuing challenges facing Lake Elsinore with high algae toxicity issues.</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare for the outreach associated with minor fish kills</li> </ul>	1-29-19 LESJWA Education & Outreach Meeting

## SAWPA Roundtables Status Report

10/1/18 thru 12/31/18

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
<b>So Cal Salinity Coalition</b>	Support regional salt management and practices in Southern California	<ul style="list-style-type: none"> <li>• The SCSC held its last Board meeting on December 6, 2018. The meeting was held at SAWPA. Kevin Hardy of NWRI, serves as the administrator for SCSC.</li> <li>• For the Dec. 6<sup>th</sup> meeting, Mr. Hardy reviewed a SCSC FY 2018-19 Integrated Annual and Strategic Plans with the SCSC Board and comments and feedback by the Board to SCSC staff were provided.</li> <li>• The SCSC Board took formal action to amend the SCSC bylaws to clarify and improve the various officer positions, terms of office and definition of terms. Additionally, in accordance with the bylaws, a change was made to the officers and a new chair, Lesley Dobalian, SDCWA; new vice chair, Warren Teiz, MWDSC and a new secretary/treasurer, Greg Woodside, OCWD, were nominated and sustained in their new roles effective March 2019. Mark Norton of SAWPA was thanked for serving in the SCSC chair role since May 2010.</li> <li>• The SCSC staff received financial reports and recommended some additional format changes to improve clarity. The status of MWDSC water supply and salt levels, the activities of the Colorado River Salinity Control Forum and the Salt Management Study being conducted jointly by Reclamation, MWDSC and SCSC were also discussed.</li> <li>• The joint project among Reclamation-MWDSC-SCSC seeks to update the 1998 Salinity Management Plan for Southern California. Some delays were experienced last year due to difficulties in securing a firm to conduct the economic analysis and update the Reclamation economic model. A new firm has been selected by Reclamation and work on the salinity economic model will resume. MWDSC staff are also very much involved in this joint work effort. SCSC will review the role of its participation and tasks assigned.</li> <li>• Three support opportunities for salinity related research were discussed. Additional information was requested before making a decision.</li> <li>• Mark Norton, chair of the SCSC Board, also participated in the Multi-State Salinity Board meeting held in Denver on October 11 and 12 sharing the salinity issues of the watershed and supporting outreach efforts and the planning for the MSSC Salinity Summit scheduled for Feb. 28<sup>th</sup> – March 1<sup>st</sup> of 2019.</li> </ul>	<ul style="list-style-type: none"> <li>• Follow up work will continue on the budgeted joint studies and outreach particularly on the salinity management study among SCSC, Reclamation and MWDSC.</li> </ul>	3/7/19 SCSC Board Meeting

## SAWPA Roundtables Status Report

10/1/18 thru 12/31/18

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
<b>Santa Ana River Parkway and Open Space Plan Technical Advisory Committee</b>	<ul style="list-style-type: none"> <li>• Help identify priorities and values for the Santa Ana River Parkway and Open Space Plan</li> <li>• Identify project selection criteria and projects for inclusion in the Parkway Plan</li> <li>• Provide input and feedback on the Plan throughout its development</li> </ul>	<ul style="list-style-type: none"> <li>• Staff attended a trail construction meeting on December 4 to discuss the closing of the BNSF railroad at-grade crossing near Green River Golf Course that SAWPA uses to access Reach IV of the Brine Line. Options and costs for increasing the vertical height of the nearby railroad undercrossing were discussed and engineering drawings were provided to the Army Corps of Engineers by the trail construction lead agency in Riverside County, Riverside County Regional Park and Open-Space District (Riverside Parks). The Army Corps is the project manager for the Santa Ana River Mainstem (flood control project) which is constructing flood control measures along the railroad undercrossing.</li> </ul>	<ul style="list-style-type: none"> <li>• Army Corps and BNSF to review Riverside Parks' engineering plans to increase vertical height of railroad undercrossing at Green River Golf Course.</li> </ul>	Provide update at Commission Meeting
<b>Water Energy Community Action Network (WECAN)</b>	Support water and energy efficiency on disadvantaged communities in the watershed.	<ul style="list-style-type: none"> <li>• During the period work was completed providing front-yard retrofits and indoor plumbing retrofits across the watershed.</li> <li>• The total program installed 255 low-flow toilets, 207 low-flow showerheads, 362 thermostatic shower valves, 384 faucet aerators, 398 high-efficiency hot water heaters, 113 hot water heater blankets and 264,584 square feet of drip-irrigated native and drought-tolerant landscaping</li> <li>• 657 homes received indoor retrofits, and 275 received landscaping changes.</li> </ul>	<ul style="list-style-type: none"> <li>• Wrap up administrative tasks</li> <li>• Submit combined grant/project completion report</li> <li>• Request release of retention, finalize payments to contractors</li> <li>• Finalize reimbursement of unused local match provided by project partners</li> </ul>	Project is expected to conclude at the end of the next quarter.
<b>Forest First</b>	Support collaborative partnership among Forest Service and downstream stakeholders to develop methods to ensure the resiliency of the forests and headwaters within the Santa Ana River Watershed	<ul style="list-style-type: none"> <li>• Staff coordinated with San Bernardino National Forest and the Cleveland National Forest on their research needs that could be possibly funded through an intern grant program provided by the US Department of Agriculture. Staff met with the outgoing San Bernardino National Forest Resources Manager and updated her replacement on the Forest First partnership as well as the January 2019 OWOW Call for Projects.</li> <li>• Staff also coordinated with the Cleveland National Forest to discuss the OWOW Plan 2018 Update Call for Projects and whether they had projects that could be included in the Plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Utilize the final results from the Dr. Underwood research to evaluate the economic benefits of water supply/quality of forest projects in the watershed.</li> </ul>	

## SAWPA Roundtables Status Report

10/1/18 thru 12/31/18

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
<b>Arundo Removal</b>	Remove non-native plant species, particularly arundo donax, using SAWPA's Arundo Removal mitigation bank credit funding	<ul style="list-style-type: none"> <li>● In July the Commission approved a \$23,000 Task Order with the Santa Ana Watershed Association for new arundo surveying and securing property access in the upper watershed. The removal will cover approximately 300 acres to control Arundo seedlings before they washdown to the lower watershed.</li> <li>● Staff worked with Woodard and Curran to develop outreach material to use when requesting access to the property owners' parcels.</li> <li>● Staff updated the contact list, provided by the County's recorder information, for property owners who are located within the upper watershed's 300 acres that are known to have Arundo.</li> </ul>	<ul style="list-style-type: none"> <li>● Submit outreach material to landowners for the headwaters project using the contact list and the outreach material.</li> </ul>	Attend a bi-monthly Santa Ana River Watershed Weed Management Area meeting to update them on the upper watershed project as well as the outreach material.