



S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY

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

SPECIAL NOTICE REGARDING CORONAVIRUS DISEASE 2019 (COVID-19) AND PARTICIPATION IN PUBLIC MEETINGS

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. Governor Newsom issued Executive Order N-25-20 (3-12-20) and Executive Order N-29-20 (3-17-20) which temporarily suspend portions of the Brown Act relative to conducting of public meetings. Subsequent thereto, Governor Newsom issued Executive Order N-33-20 (3-19-20) ordering all individuals to stay at home or at their place of residence. Accordingly, it has been determined that all Board and Committee meetings of the Santa Ana Watershed Project Authority held pursuant to the Brown Act will be conducted virtually, including meetings of the:

- SAWPA Commission
- PA 22, PA 23, and PA 24 Committees
- OWOW Steering Committee

REGULAR MEETING OF THE COMMISSION TUESDAY, APRIL 7, 2020 – 9:30 A.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the April 7, 2020 meeting of the SAWPA Commission by telephone* and virtually through the Zoom app as follows:

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone*:
<ul style="list-style-type: none"> • https://sawpa.zoom.us/j/780814078 	<ul style="list-style-type: none"> • 1 (669) 900-6833
<ul style="list-style-type: none"> • Meeting ID: 780 814 078 	<ul style="list-style-type: none"> • Meeting ID: 780 814 078

If you are unable to participate by telephone* or virtually, you may also submit your comments and questions in writing for the Commission’s consideration by sending them to publiccomment@sawpa.org with the subject line “Public Comment Item #” (insert the agenda item number relevant to your comment) or “Public Comment Non-Agenda Item”. Submit your written comments by 6:00 p.m. on Monday, April 6, 2020. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

***IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your “identifier” during the meeting and available to all meeting participants. Participation in the meeting via the Zoom app is strongly encouraged; there is no way to protect your privacy if you elect to call in to the meeting. The Zoom app is a free download.**

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PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, ANY COMMISSION MEMBER MAY CALL INTO THE COMMISSION MEETING WITHOUT OTHERWISE COMPLYING WITH THE BROWN ACT'S TELECONFERENCING REQUIREMENTS.

VIRTUAL ACCESSIBILITY FOR THE GENERAL PUBLIC:

Due to the spread of COVID-19, and until further notice, the Santa Ana Watershed Project Authority will be holding all upcoming Board and Committee meetings by teleconferencing and virtually through Zoom.

This meeting will be accessible as follows:

Meeting Access Via Computer (Zoom)*:	Meeting Access Via Telephone*:
<ul style="list-style-type: none"> https://sawpa.zoom.us/j/780814078 	<ul style="list-style-type: none"> 1 (669) 900-6833
<ul style="list-style-type: none"> Meeting ID: 780 814 078 	<ul style="list-style-type: none"> Meeting ID: 780 814 078
<p>*Participation in the meeting via the Zoom app (a free download) is strongly encouraged; there is no way to protect your privacy if you elect to call in by phone to the meeting.</p>	

All votes taken during this meeting will be conducted by oral roll call.

REGULAR COMMISSION MEETING TUESDAY, APRIL 7, 2020 – 9:30 A.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (David J. Slawson, 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. ITEMS TO BE ADDED OR DELETED

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of the Santa Ana Watershed Project Authority subsequent to the posting of the agenda.

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: MARCH 17, 2020](#) 7
Recommendation: Approve as posted.
- B. [TREASURER’S REPORT – FEBRUARY 2020](#) 13
Recommendation: Approve as posted.

6. NEW BUSINESS

- A. [COVID-19 EMERGENCY DECLARATION | STATUS UPDATE](#)
Presenter: Rich Haller
Recommendation: Receive and file.
- B. [COVID-19 EMERGENCY DECLARATION | REQUEST FOR PUBLIC ASSISTANCE \(CM#2020.23\)](#) 19
Presenter: Carlos Quintero
Recommendation: Direct the General Manager to submit a Request for Public Assistance as a result of Disaster Declaration EM-3428 and provide all the required supporting and close-out documentation as required by the California Office of Emergency Services (CalOES) to accept Disaster Recovery funds under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.
- C. [REGULATORY SUPPORT | BASIN MONITORING PROGRAM TASK FORCE | MIDDLE SANTA ANA RIVER PATHOGEN TMDL TASK FORCE | EMERGING CONSTITUENTS PROGRAM TASK FORCE \(CM#2020.22\)](#) 29
Presenter: Mark Norton
Recommendation: Authorize the General Manager to execute the following:
 - 1. Agreement for Services by and between Kahn Soares & Conway and SAWPA; and,
 - 2. Task Order KSC374-01 with Kahn Soares & Conway in the amount not to exceed \$93,293.60 for the remainder of FY19-20 and for FY 20-21, to provide strategic and regulatory support for the Basin Monitoring Program Task Force; and,
 - 3. Task Order KSC384-01 with Kahn Soares & Conway in the amount not to exceed \$108,156.50 for the remainder of FY 19-20 and for FY 20-21, to provide strategic and regulatory support for the Middle Santa Ana River Pathogen TMDL Task Force; and,
 - 4. Task Order KSC392-01 with Kahn Soares & Conway in the amount not to exceed \$46,410.00 for the remainder of FY19-20 and for FY20-21 to provide strategic and regulatory support for the Emerging Constituents Program Task Force.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

- A. [CHAIR’S COMMENTS/REPORT](#)
- B. [COMMISSIONERS’ COMMENTS](#)

C. 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. 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

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

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on April 1, 2020, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, California.

/s/

 Kelly Berry, CMC

2020 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

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

January	February
1/7/20 Commission Workshop [cancelled]	2/4/20 Commission Workshop
1/21/20 Regular Commission Meeting	2/18/20 Regular Commission Meeting
March	April
3/3/20 Commission Workshop	4/7/20 Commission Workshop
3/17/20 Regular Commission Meeting	4/21/20 Regular Commission Meeting
May	June
5/5/20 Commission Workshop	6/2/20 Commission Workshop
5/19/20 Regular Commission Meeting	6/16/20 Regular Commission Meeting
July	August
7/7/20 Commission Workshop	8/4/20 Commission Workshop
7/21/20 Regular Commission Meeting	8/18/20 Regular Commission Meeting
7/28 – 7/31/20 ACWA Spring Conference, Monterey	
September	October
9/1/20 Commission Workshop	10/6/20 Commission Workshop
9/15/20 Regular Commission Meeting	10/20/20 Regular Commission Meeting
November	December
11/3/20 Commission Workshop	12/1/20 Commission Workshop
11/17/20 Regular Commission Meeting	12/1 – 12/4/20 ACWA Fall Conference, Indian Wells
	12/15/20 Regular Commission Meeting

SAWPA COMPENSABLE MEETINGS

IMPORTANT NOTE: Due to the spread of COVID-19, and until further notice, the Santa Ana Watershed Project Authority will be holding all upcoming meetings by teleconferencing. Participation information will be included on each posted agenda or meeting notice.

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:

<https://sawpa.org/sawpa-calendar/>

MONTH OF: April 2020

DATE	TIME	MEETING DESCRIPTION	LOCATION
4/7/20	8:30 AM	PA 23 Committee Mtg	CANCELLED
4/7/20	10:00 AM	PA 24 Committee Mtg	VIRTUAL/TELEPHONICALLY
4/14/20	8:30 AM	PA 22 Committee Mtg	CANCELLED
4/16/20	4:00 PM	LESJWA Board of Directors Mtg	VIRTUAL/TELEPHONICALLY
4/21/20	1:30 PM	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	VIRTUAL/TELEPHONICALLY
4/22/20	9:00 AM	MSAR TMDL/Regional WQ Monitoring Task Force	VIRTUAL/TELEPHONICALLY
4/22/20	1:30 PM	Basin Monitoring Program Task Force Mtg	VIRTUAL/TELEPHONICALLY

MONTH OF: May 2020

DATE	TIME	MEETING DESCRIPTION	LOCATION
5/5/20	10:00 AM	PA 24 Committee Mtg	VIRTUAL/TELEPHONICALLY
5/12/20	8:30 AM	PA 22 Committee Mtg	VIRTUAL/TELEPHONICALLY
5/28/20	11:00 AM	OWOW Steering Committee Mtg	VIRTUAL/TELEPHONICALLY

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
MARCH 17, 2020**

COMMISSIONERS PRESENT

David J. Slawson, Chair, Eastern Municipal Water District
Kati Parker, Vice Chair, Inland Empire Utilities Agency (remotely)
Kelly E. Rowe, Secretary-Treasurer, Orange County Water District (remotely)
Brenda Dennstedt, Western Municipal Water District
T. Milford Harrison, San Bernardino Valley Municipal Water District

COMMISSIONERS ABSENT

None

**ALTERNATE COMMISSIONERS
PRESENT; NON-VOTING**

None

STAFF PRESENT

Rich Haller, Mark Norton, David Ruhl, Dean Unger, Carlos Quintero, Ian Achimore, Kelly Berry

OTHERS PRESENT

Andrew D. Turner, Lagerlof, LLP; Phil Rosentrater, Salton Sea Authority;
Patricia Lock-Dawson, PLD Consulting; Jeffery Szytel, Water Systems Consulting, Inc. (remotely)

The Regular Commission meeting of the Santa Ana Watershed Project Authority was called to order at 9:31 a.m. by Chair Slawson at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California. The record will reflect that an amended agenda adding Agenda Item No. 6.E. was posted March 12, 2020.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Pursuant to the provisions of Executive Order N-25-30 issued by Governor Gavin Newsom on March 12, 2020, any Commissioner may call into the Commission meeting using a call-in number without otherwise complying with the Brown Act’s teleconferencing requirements. This Commission meeting was open to the public at SAWPA’s office and any member of the public wishing to make any comments to the Commission could do so in person or by using the provided call-in number. All votes taken during the Commission meeting were conducted by oral roll call vote.

2. ROLL CALL

An oral roll call was duly noted and recorded by the Clerk of the Board.

3. PUBLIC COMMENTS

There were no public comments.

Legal Counsel Turner noted an item for consideration arose after the posting of the agenda for this meeting; Agenda Item No. 6.E. should be amended to add consideration of adoption of Resolution No. 2020-05, which was distributed and posted to the website. Chair Slawson called for a motion to amend Agenda Item No. 6.E.

MOVED, amend Agenda Item No. 6.E. to consider adoption of Resolution No. 2020-05.

Result: **Adopted by Roll Call Vote (Unanimously)**
Motion/Second: Harrison/Dennstedt
Ayes: Dennstedt, Harrison, Parker, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None

4. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: MARCH 3, 2020

Recommendation: Approve as posted.

MOVED, approve the March 3, 2020 meeting minutes.

Result: **Adopted by Roll Call Vote (Unanimously)**

Motion/Second: Harrison/Dennstedt

Ayes: Dennstedt, Harrison, Parker, Rowe, Slawson

Nays: None

Abstentions: None

Absent: None

5. WORKSHOP DISCUSSION AGENDA

A. SALTON SEA AUTHORITY | SALT MANAGEMENT STRATEGIES

Phil Rosentrater, Salton Sea Authority General Manager/Executive Director provided the PowerPoint presentation contained in the agenda packet on pages 9 – 28. Commissioners voiced appreciation for the work of the Salton Sea Authority and applauded efforts in championing the importance of maintaining the Salton Sea.

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

6. NEW BUSINESS

A. OVERVIEW OF THE SANTA ANA RIVER TRAIL (CM#2020.18)

Ian Achimore provided the PowerPoint presentation contained in the agenda packet on pages 35 – 52. Patricia Lock-Dawson, PLD Consulting, was in the audience and available to answer questions. SAWPA owns a small parcel west of Prado Dam and next to the Green River Golf Course, which is used to access the brine line. SAWPA is working closely with the Riverside County Regional Park & Open-Space District (District), the lead for that portion of the trail, on trail planning to ensure the trail does not impact SAWPA's activities. The District is continuing the CEQA process; their construction project will not commence until 2022. Staff will present the District's construction plans to the Commission mid-summer 2020. Commissioner Harrison voiced his frustration with the slow pace of trail construction and asked why there was a two-year gap between approval of the District's environmental impact report (EIR) and construction. Achimore advised he would confirm the District's construction schedule and report back to the Commission in mid-summer. Patricia Lock-Dawson noted that each change along the trail in turn changes the EIRs and working with the U.S. Army Corps of Engineers has been particularly challenging in this area. Commissioner Harrison confirmed staff have sought the involvement of local elected officials throughout the process and will continue to do so.

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

B. MEMORANDUM OF UNDERSTANDING (MOU) | SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA) AND WESTERN MUNICIPAL WATER DISTRICT (WMWD) (CM#2020.20)

Carlos Quintero provided the PowerPoint presentation included in the agenda packet on pages 55 – 61. Chair Slawson called for motion.

MOVED, authorize the General Manager to execute the revised Memorandum of Understanding between the Santa Ana Watershed Project Authority (SAWPA) and Western Municipal Water District (WMWD) establishing the terms for the cost allocation of the SAWPA parking lot restoration.

Result: **Adopted by Roll Call Vote (Unanimously)**
Motion/Second: Dennstedt/Harrison
Ayes: Dennstedt, Harrison, Parker, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None

C. SAWPA BUILDING RENOVATIONS | PHASE 2 (CM#2020.19)

Carlos Quintero provided the PowerPoint presentation included in the agenda packet on pages 76 – 80. Chair Slawson called for a motion.

MOVED, approve the use of \$120,000 from the Building Reserve Fund to continue Phase 2 of the SAWPA Building Renovation effort.

Result: **Adopted by Roll Call Vote (Unanimously)**
Motion/Second: Dennstedt/Harrison
Ayes: Dennstedt, Harrison, Parker, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None

D. STRATEGIC PLAN FACILITATOR CONSULTANT SERVICES AWARD OF CONTRACT (CM#2020.21)

Rich Haller provided the PowerPoint presentation included in the agenda packet on pages 83 – 90. Haller advised this facilitation process could take place primarily virtually to accommodate the current COVID-19 restrictions, should the Commission so desire. Jeffery Szytel, Water Systems Consulting, Inc., briefly reviewed the strategic plan process and which portions would be conducted virtually.

Regarding the top four firms interviewed, a discussion ensued regarding process of the initial evaluation, subsequent interview process, cost consideration including range of proposals received, and location of submitting firms. Commissioners Dennstedt and Harrison voiced their desire that the facilitation process primarily take place via in-person meetings.

It was the consensus of the Commission this is not a critical task in light of current events and requested this be brought back to the Commission in thirty days for consideration. Future consideration should include a summary of all submitted proposals, an outline of the criteria-based scoring, including costs, how individual companies were scored based on that criteria, and final scoring in comparison with other companies.

MOVED, direct staff to bring execution of an agreement for services with Water Systems Consulting, Inc. for Strategic Plan Facilitator Consultant Services back to the Commission for consideration during the second meeting in April 2020.

Result: **Adopted by Roll Call Vote (Unanimously)**
Motion/Second: Dennstedt/Harrison
Ayes: Dennstedt, Harrison, Parker, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None

E. COVID-19 | DISCUSSION AND POSSIBLE ACTION

Rich Haller briefly outlined Resolution No. 2020-05 which would declare emergency conditions exist and authorize the General Manager to take actions necessary in response to the COVID-19 pandemic. Commissioner Harrison moved approval of Resolution No. 2020-05. Commissioner Dennstedt stated SAWPA should take care of its employees during this time which would be inclusive of staff experiencing symptoms, staff who have come in contact with someone experiencing symptoms, staff who are at home caring for children due to closed schools and daycare, and staff who are at home caring for family members who are at-risk or have compromised immune systems. Haller responded SAWPA would take care of its employees in all the instances set forth by Commissioner Dennstedt. With that assurance, Commissioner Dennstedt seconded the item.

MOVED, adopt Resolution No. 2020-05.

Result: **Adopted by Roll Call Vote (Unanimously)**
Motion/Second: Harrison/Dennstedt
Ayes: Dennstedt, Harrison, Parker, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None

7. INFORMATIONAL REPORTS

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

A. CASH TRANSACTIONS REPORT – JANUARY 2020

B. INTER-FUND BORROWING – JANUARY 2020 (CM#2020.16)

C. PERFORMANCE INDICATORS/FINANCIAL REPORTING – JANUARY 2020 (CM#2020.17)

D. GENERAL MANAGER REPORT

E. STATE LEGISLATIVE REPORT

F. SAWPA GENERAL MANAGERS MEETING NOTES

- March 10, 2020

G. CHAIR’S COMMENTS/REPORT

There were no comments/reports from the Chair.

H. COMMISSIONERS’ COMMENTS

There were no Commissioner comments.

I. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

Commissioner Dennstedt requested future agendas include an item to consider added or deleted items.

8. CLOSED SESSION

There was no Closed Session.

9. ADJOURNMENT

There being no further business for review, Chair Slawson adjourned the meeting at 11:40 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, April 7, 2020.

David J. Slawson, Chair

Attest:

Kelly Berry, CMC
Clerk of the Board

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*Santa Ana Watershed
Project Authority*



Finance Department

Santa Ana Watershed Project Authority
TREASURER'S REPORT

February 2020

During the month of February 2020, the Agency's actively managed temporary idle cash earned a return of 1.829%, representing interest earnings of \$17,384. Additionally, the Agency's position in overnight funds L.A.I.F. generated \$66,329 in interest, resulting in \$82,713 of interest income from all sources. Please note that this data represents monthly earnings only, and does not indicate actual interest received. There were two (2) investment positions purchased, zero (0) positions sold, zero (0) positions matured, and zero (0) positions were called.

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

March 17, 2020

Prepared and Submitted by:

A handwritten signature in black ink that reads 'Karen Williams'.

Karen L. Williams, Chief Financial Officer

Santa Ana Watershed Project Authority

INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES

February 29, 2020

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

Investment Type	Security Type	CUSIP	Dealer	Purchase Date	Maturity Date	Call Date (if appl)	Par Value	Yield To Maturity	Investment Cost	Market Value Current Month	Unrealized Gain / (Loss)	Coupon Rate	Interest Earned
Agency	FHLMC	3137EAEC9	WMS	09-16-16	08-12-21	No Call	\$ 1,000,000.00	1.335%	\$ 990,060.00	\$ 999,029.00	\$ 8,969	1.125%	\$ 1,060.64
Agency	FHLMC	3137EADB2	WMS	04-17-17	01-13-22	No Call	\$ 500,000.00	2.375%	\$ 512,767.00	\$ 511,016.00	\$ (1,751)	2.375%	\$ 943.49
Agency	FHLB	313383HU8	WMS	06-16-16	06-12-20	No Call	\$ 1,000,000.00	1.080%	\$ 1,026,088.00	\$ 1,000,590.00	\$ (25,498)	1.750%	\$ 858.10
Agency	FHLB	313379Q69	WMS	12-14-17	06-10-22	No Call	\$ 1,000,000.00	2.150%	\$ 998,930.00	\$ 1,020,803.00	\$ 21,873	2.125%	\$ 1,708.30
Agency	FHLB	3130A3GE8	MBS	02-04-20	12-13-24	No Call	\$ 500,000.00	1.414%	\$ 531,250.00	\$ 536,130.50	\$ 4,881	2.750%	\$ 484.28
Agency	FNMA	3135G0H55	WMS	12-28-15	12-28-20	No Call	\$ 1,000,000.00	1.830%	\$ 1,002,140.00	\$ 1,004,758.00	\$ 2,618	1.875%	\$ 1,453.99
Agency	FNMA	3135G0F73	WMS	06-16-16	11-30-20	No Call	\$ 1,000,000.00	1.150%	\$ 1,015,157.00	\$ 1,000,654.00	\$ (14,503)	1.500%	\$ 913.71
Agency	FNMA	3135G0X24	MBS	02-04-20	01-07-25	No Call	\$ 500,000.00	1.398%	\$ 505,380.00	\$ 509,862.00	\$ 4,482	1.625%	\$ 478.80
Agency	USTN	912828WC	WMS	11-17-15	10-31-20	No Call	\$ 1,000,000.00	1.638%	\$ 1,005,312.50	\$ 1,003,555.00	\$ (1,758)	1.750%	\$ 1,301.30
Agency	USTN	912828L32	WMS	06-17-16	08-31-20	No Call	\$ 500,000.00	1.030%	\$ 507,070.31	\$ 500,390.50	\$ (6,680)	1.375%	\$ 409.30
Agency	USTN	912828L65	WMS	06-16-16	09-30-20	No Call	\$ 500,000.00	1.041%	\$ 506,992.19	\$ 500,351.50	\$ (6,641)	1.375%	\$ 413.43
Agency	USTN	912828L99	WMS	06-16-16	10-31-20	No Call	\$ 500,000.00	1.051%	\$ 506,914.06	\$ 500,508.00	\$ (6,406)	1.375%	\$ 417.32
Agency	USTN	912828S76	WMS	12-14-17	07-31-21	No Call	\$ 1,000,000.00	2.013%	\$ 969,062.50	\$ 1,001,875.00	\$ 32,813	1.125%	\$ 1,599.22
CORP	Apple Inc	037833AK6	WMS	10-15-18	05-03-23	No Call	\$ 500,000.00	3.360%	\$ 479,898.50	\$ 515,215.50	\$ 35,317	2.400%	\$ 1,334.80
CORP	Toyota Motor Corp Credit	89236TFNO	WMS	10-15-18	09-20-23	No Call	\$ 500,000.00	3.550%	\$ 497,747.50	\$ 532,995.00	\$ 35,248	3.450%	\$ 1,410.27
CD	Ally Bank	02006L2F9	WMS	01-13-15	04-20-20	No Call	\$ 248,000.00	1.800%	\$ 248,000.00	\$ 248,205.90	\$ 206	1.800%	\$ 354.67
CD	American Express	02587DP85	WMS	04-19-17	04-19-21	No Call	\$ 248,000.00	2.250%	\$ 248,000.00	\$ 248,000.00	\$ -	2.250%	\$ 443.34
CD	American Express BK FSB	AN4199708	WMS	05-10-17	05-10-21	No Call	\$ 248,000.00	2.200%	\$ 248,000.00	\$ 248,000.00	\$ -	2.200%	\$ 433.49
CD	Sallie Mae BK SLT Lake City	7954503Q6	MBS	07-01-19	06-27-22	No Call	\$ 247,000.00	2.250%	\$ 247,000.00	\$ 247,000.00	\$ -	2.250%	\$ 441.55
CD	Morgan Stanley Bank NA	6169OUHP8	MBS	07-05-19	07-05-22	No Call	\$ 247,000.00	2.200%	\$ 247,000.00	\$ 247,000.00	\$ -	2.200%	\$ 431.74
CD	Goldman Sachs Bank USA	38148PUV7	WMS	12-20-17	12-20-22	No Call	\$ 248,000.00	2.500%	\$ 248,000.00	\$ 248,000.00	\$ -	2.500%	\$ 492.60

Total Actively Invested Funds	\$ 12,486,000.00	\$12,540,769.56	\$12,623,938.90	\$ 83,169	1.829%	\$ 17,384.36
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Total Local Agency Investment Fund		\$43,004,305.48			1.912%	\$ 65,328.84
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Total Invested Cash	\$ 12,486,000.00	\$55,545,075.04			1.893%	\$ 82,713.21
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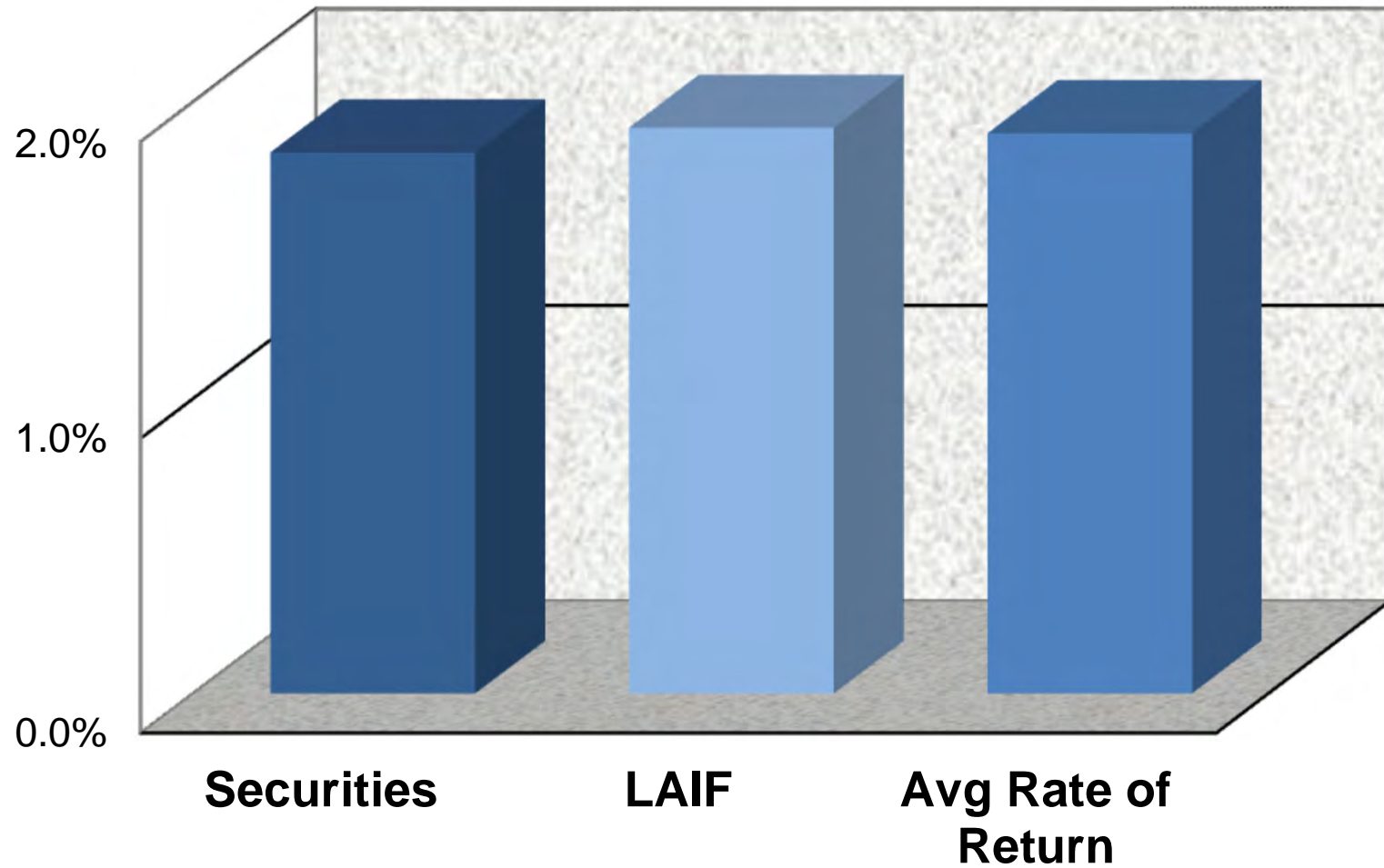
Key to Security Type:

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

Key to Dealers:

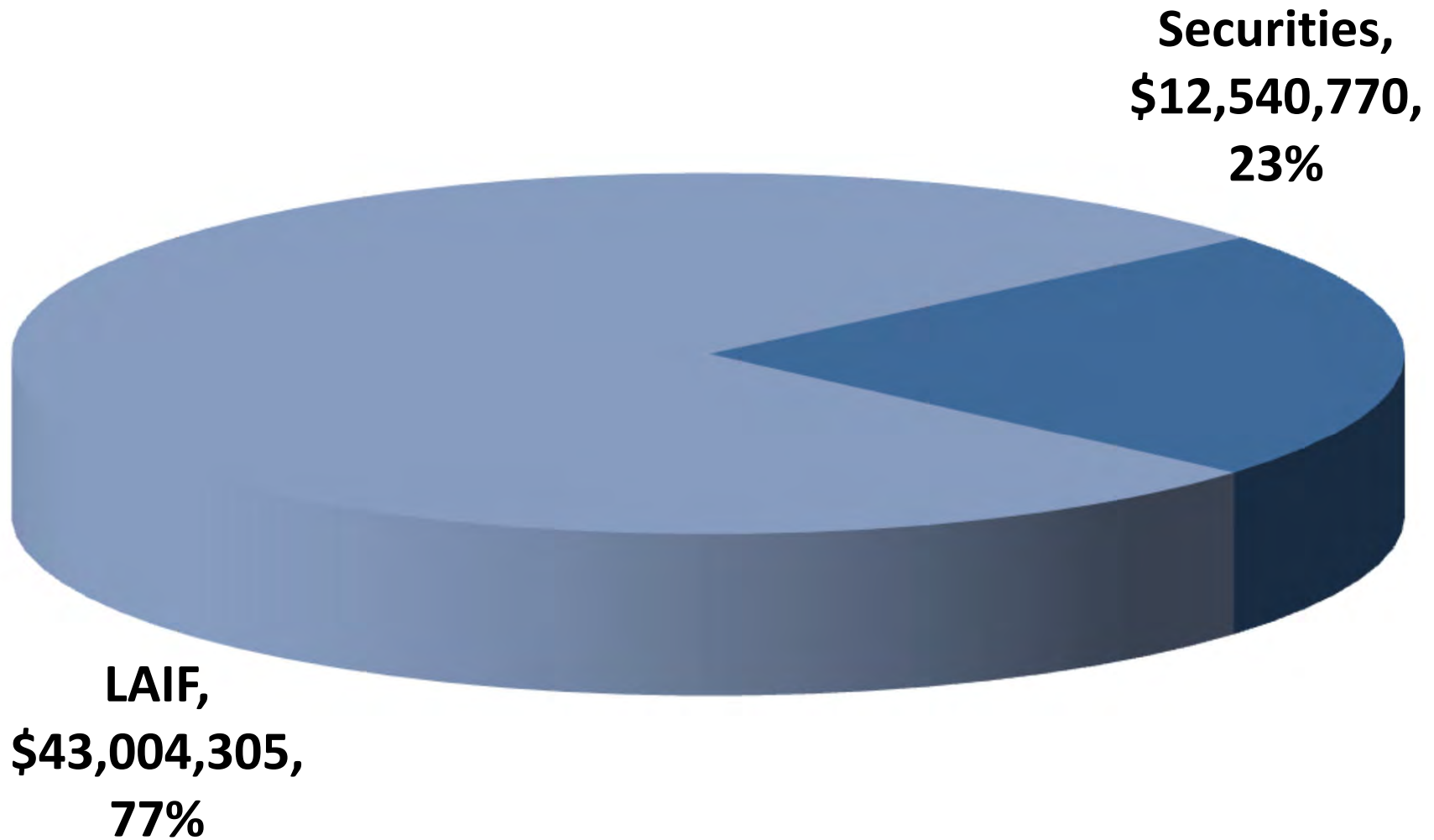
FCS	= FinaCorp Securities
MBS	= Multi-Bank Securities
MS	= Mutual Securities
RCB	= RBC Dain Rauscher
SA	= Securities America
TVI	= Time Value Investments
WMS	= Wedbush Morgan Securities

Interest Rate Analysis



Investments

\$55,545,075



Interest
\$82,713

LAIF,
\$65,329,
79%



Securities,
\$17,384,
21%

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COMMISSION MEMORANDUM NO. 2020.23

DATE: April 7, 2020
TO: SAWPA Commission
SUBJECT: COVID-19 Emergency Declaration | Request for Public Assistance
PREPARED BY: Carlos Quintero, Operations Manager

RECOMMENDATION

That the Commission direct the General Manager to submit a Request for Public Assistance as a result of Disaster Declaration EM-3428 and provide all the required supporting and close-out documentation as required by the California Office of Emergency Services (CalOES) to accept Disaster Recovery funds under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.

DISCUSSION

As a result of SARS-CoV-2 (coronavirus) and the risk of COVID-19 the SAWPA Commission approved Resolution 2020-05 on March 17, 2020 directing the General Manager to take any and all actions necessary to ensure the health and safety of staff, families, and the public at SAWPA facilities. SAWPA has prepared guidance for staff and has implemented a work from home program. As of March 20, 2020, SAWPA has incurred approximately \$25,750 in labor hours (including benefits and G&A costs).

SAWPA is eligible for reimbursement consideration from CalOES for a portion of these costs, as they relate to the management, control and reduction of immediate threats to public health and safety and purchasing of personal protective equipment. The FEMA eligibility fact sheet is included as Attachment 1. All California counties are included under the FEMA-3428-EM-CA declaration.

The Request for Public Assistance must be submitted on or before April 8, 2020, along with CalOES Form 130. The General Manager signed form CalOES 130 in May 15, 2018 and is valid for a period of 3 years (Attachment 2).

CRITICAL SUCCESS FACTORS

N/A

RESOURCE IMPACTS

SAWPA's cost to implement actions related to COVID-19 are included in the General Fund (Fund 100)

Attachments:

1. PowerPoint Presentation
2. FEMA Eligibility Fact Sheet
3. OES Form 130



Request for Public Assistance FEMA Emergency Declaration EM-3428

Carlos Quintero, Operations Manager
SAWPA Commission | April 7, 2020

Item 6.B.

Recommendation

- That the Commission direct the General Manager to submit a Request for Public Assistance as a result of Disaster Declaration EM-3428 and provide all the required supporting and close-out documentation as required by the California Office of Emergency Services (CalOES) to accept Disaster Recovery funds under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.

Request for Public Assistance

- FEMA Emergency Declaration EM-3428
- Eligible expenses:
 - Management, control and reduction of immediate threats to public health and safety
 - Purchase of personal protective equipment (PPE)
- Estimated costs incurred through March 20, 2020:
 - 130 staff hours
 - \$25,750 cost (including benefits and G&A)
- Request for Public Assistance is due on April 8, 2020

Recommendation

- That the Commission direct the General Manager to submit a Request for Public Assistance as a result of Disaster Declaration EM-3428 and provide all the required supporting and close-out documentation as required by the California Office of Emergency Services (CalOES) to accept Disaster Recovery funds under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.



Questions??

CALIFORNIA COVID-19 (EM-3428)

FEMA Eligibility Fact Sheet

In accordance with section 502 of the [Robert T. Stafford Disaster Relief and Emergency Assistance Act](#), eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance Program.

Eligible Applicants

- State Agencies
- Local Governments (e.g., Cities, Towns, Counties, etc.)
- Special Districts (e.g., School Districts, Sanitation Districts, Community Services Districts, etc.)
- Federally Recognized Indian Tribal Governments
- Private non-profit organizations which own or operate a private nonprofit facility as defined in [44 CFR, section 206.221\(e\)](#)

For-profit organizations are not eligible.

Eligible Assistance

Under the COVID-19 Emergency Declaration, FEMA may provide assistance for emergency protective measures including, but not limited to, the following*:

- Management, control and reduction of immediate threats to public health and safety:
 - Emergency Operation Center costs
 - Training specific to the declared event
 - Disinfection of eligible public facilities
 - Technical assistance to state, tribal, territorial or local governments on emergency management and control of immediate threats to public health and safety
- Emergency medical care:
 - Non-deferrable medical treatment of infected persons in a shelter or temporary medical facility
 - Related medical facility services and supplies
 - Temporary medical facilities and/or enhanced medical/hospital capacity (for treatment when existing facilities are reasonably forecasted to become overloaded in the near term and cannot

CALIFORNIA COVID-19 (EM-3428)

FEMA Eligibility Fact Sheet

- o accommodate the patient load or to quarantine potentially infected persons)
 - o Use of specialized medical equipment
 - o Medical waste disposal
 - o Emergency medical transport
- Medical sheltering (e.g. when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs)
 - o All sheltering must be conducted in accordance with standards and/or guidance approved by HHS/CDC and must be implemented in a manner that incorporates social distancing measures
 - o Non-congregate medical sheltering is subject to prior approval by FEMA and is limited to that which is reasonable and necessary to address the public health needs of the event, is pursuant to the direction of appropriate public health officials and does not extend beyond the duration of the Public Health Emergency
 - Household pet sheltering and containment actions related to household pets in accordance with CDC guidelines
 - Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective equipment and hazardous material suits
 - Movement of supplies and persons
 - Security and law enforcement
 - Communications of general health and safety information to the public
 - Search and rescue to locate and recover members of the population requiring assistance
 - Reimbursement for state, tribe, territory and/or local government force account overtime costs

*If not funded by the Health and Human Services (HHS), Center for Disease Control (CDC), or other federal agency. While some activities listed may be eligible for funding through HHS/CDC, final reimbursement determinations will be coordinated by HHS and FEMA. **FEMA will not duplicate any assistance provided by HHS/CDC.**

Further information about eligible emergency protective measures can be found in the [Public Assistance Program and Policy Guide \(FP 104-009-2 /April 2018\)](#)

For more information, visit the following federal government websites:

- [Coronavirus \(COVID-19\) \(CDC\)](#)
- [Centers for Medicare & Medicaid Services](#)

If you have any questions, please send an email with your contact information to DisasterRecovery@caloes.ca.gov.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE governing board of Santa Ana Watershed Project Authority,

THAT the **SAWPA General Manager**, is hereby authorized to execute for and on behalf of the Santa Ana Watershed Project Authority, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

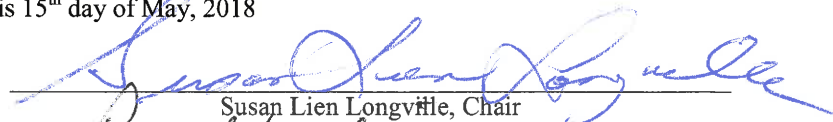
THAT the Santa Ana Watershed Project Authority, a public entity established under the laws of the State of California, hereby authorizes its agent to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

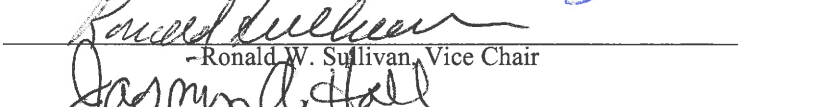
This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) _____


Passed and approved this 15th day of May, 2018



Susan Lien Longville, Chair



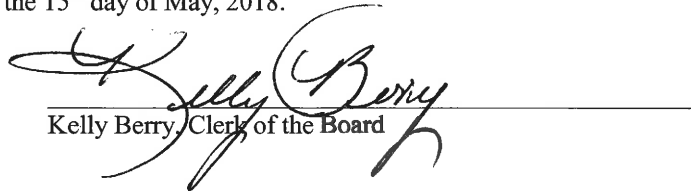
Ronald W. Sullivan, Vice Chair



Jasmin A. Hall, Secretary/Treasurer

CERTIFICATION

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority, do hereby certify that the foregoing is a true and correct copy a of Resolution No. 2018-04 passed and approved by the Governing Board of the Santa Ana Watershed Project Authority on the 15th day of May, 2018.



Kelly Berry, Clerk of the Board

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COMMISSION MEMORANDUM NO. 2020.22

DATE: April 7, 2020

TO: SAWPA Commission

SUBJECT: Regulatory Support | Basin Monitoring Program Task Force | Middle Santa Ana River Pathogen TMDL Task Force | Emerging Constituents Program Task Force

PREPARED BY: Mark Norton, Water Resources & Planning Manager

RECOMMENDATION

It is recommended that the Commission authorize the General Manager to execute the following:

1. Agreement for Services by and between Kahn Soares & Conway and SAWPA; and,
2. Task Order KSC374-01 with Kahn Soares & Conway in the amount not to exceed \$93,293.60 for the remainder of FY19-20 and for FY 20-21, to provide strategic and regulatory support for the Basin Monitoring Program Task Force; and,
3. Task Order KSC384-01 with Kahn Soares & Conway in the amount not to exceed \$108,156.50 for the remainder of FY 19-20 and for FY 20-21, to provide strategic and regulatory support for the Middle Santa Ana River Pathogen TMDL Task Force; and,
4. Task Order KSC392-01 with Kahn Soares & Conway in the amount not to exceed \$46,410.00 for the remainder of FY19-20 and for FY20-21 to provide strategic and regulatory support for the Emerging Constituents Program Task Force.

DISCUSSION

On March 16th, Tess Dunham of Somach Simmons & Dunn announced to SAWPA staff that she was transitioning from Somach Simmons & Dunn over to a new firm, Kahn Soares & Conway effective March 31, 2020. Tess Dunham has supported both the Basin Monitoring Program Task Force and the Middle Santa Ana River Pathogen TMDL Task Force as the regulatory advisor since her agreement for services and task orders were approved by the SAWPA Commission on August 14, 2019. Ms. Dunham was originally selected through a competitive RFP process and was unanimously supported and recommended by the Task Force to support the Task Force for FY 19-20 and FY 20-21. Ms. Dunham replaced Tim Moore of Risk Sciences who has now semi-retired and is providing limited support to SAWPA.

Ms. Dunham indicated that the reason for this firm change was that with her role as more of a regulatory advisor as opposed to a legal advisor, her previous firm and she felt this transition would be a better fit for providing those services. She has also worked out an agreement with her new firm that all her fees/hour provided to SAWPA for the future work will remain the same fee/hour as what they were with Somach Simmons & Dunn.

The transition of Risk Sciences to Tess Dunham was also discussed with the EC Program Task Force on Feb. 18, 2020 as part of the preparations of the FY20-21 Budget and the Task Force supported recommending the hiring of Tess Dunham to support the task force. Since an EC Program Task Force meeting was planned with her involvement in May or June 2020, the task order reflects a combined FY19-21 scope and costs.

A new Agreement for Services and new task orders with Tess Dunham's new firm, Kahn Soares & Conway, have been prepared for the SAWPA Commission's consideration and approval.

BACKGROUND

In March 2019, Tim Moore of Risk Sciences announced to SAWPA and the SAWPA task forces that he would be retiring on July 1, 2020. He suggested that the most qualified consultant to replace him and support the SAWPA task forces might be Theresa (Tess) Dunham of Somach Simmons and Dunn. Mr. Moore has worked extensively with Ms. Dunham in the Central Valley Salts management program and other forums. Upon review of this recommendation, the task forces agreed that it would be best to prepare a Request for Qualifications for Risk Sciences replacement to ensure an open, competitive and fair evaluation of all potential succeeding firms. It was suggested by Mr. Moore that for FY 19-20 a consultant be brought on to work part time supporting Mr. Moore in his efforts and to allow Mr. Moore to pass on institutional knowledge about each task force to the incoming firm before entering the regulatory strategist and facilitator role full time in FY 20-21. The task forces agreed that approach made the most sense.

In May 2019 an RFQ was issued by SAWPA and four firms responded. The four firms were interviewed on June 25, 2019 by a panel composed of representatives from three task forces, SAWPA staff as well as the Regional Board upper management. Based on the recommendations of the interview panels and support of the respective task forces, the SAWPA Commission approved a new agreement and task orders spanning two years on August 12, 2019.

The Lake Elsinore and Canyon Lake TMDL Task Force also approved an Agreement for Services and task order with Ms. Dunham, but that agreement and task orders spanning two years was also approved by the Lake Elsinore and San Jacinto Watersheds Authority on August 12th.

CRITICAL SUCCESS FACTORS

- SAWPA has a strong reputation as a 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 funding has been budgeted by the Basin Monitoring Program Task Force, Middle Santa Ana River TMDL Task Force and Emerging Constituents Program Task Force for the FY 19-20 fiscal year. This work is also included in the FY20-21 Budgets for the Basin Monitoring Program Task Force, Middle Santa Ana River TMDL Task Force and Emerging Constituents Program Task Force.

Attachments:

1. PowerPoint Presentation
2. Agreement for Services
3. Basin Monitoring Program Task Order KSC374-01
4. Basin Monitoring Program Scope of Work and Cost Estimate
5. Middle Santa Ana River Task Order KSC384-01
6. Middle Santa Ana River Scope of Work and Cost Estimate
7. Emerging Constituents Program Task Order KSC392-01
8. Emerging Constituents Program Scope of Work and Cost Estimate

SAWPA TASK FORCES REGULATORY SUPPORT

**Presented by Mark Norton P.E.,
Water Resources & Planning Manager**

**SAWPA Commission | April 7, 2020
Item No. 6.C.**

Basin Monitoring Program Task Force

Eastern Municipal Water District	Chino Basin Watermaster
Inland Empire Utilities Agency	Yucaipa Valley Water District
Orange County Water District	City of Beaumont
City of Riverside	City of Corona
Lee Lake Water District	City of Redlands
Elsinore Valley Municipal Water District	City of Rialto
Irvine Ranch Water District	Jurupa Community Services District
Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation	Western Riverside Co Regional Wastewater Authority/WMWD
*San Bernardino Valley Municipal Water District	*City of Banning
* San Gorgonio Pass Water Agency	* Beaumont Cherry Valley Water District

- Four new agencies added in 2015
- Santa Ana Regional Board also a non-funding task force agency

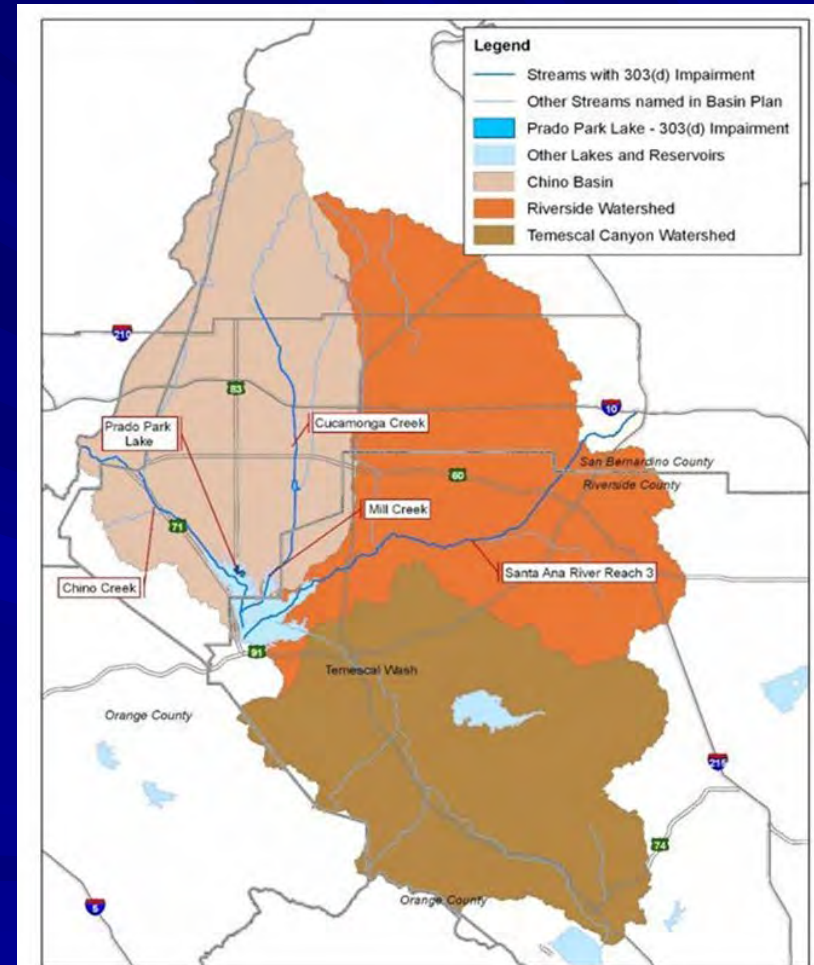
Recent and Future Deliverables – BMP TF

- Work continues on triennial ambient groundwater quality update by WSC with draft released in late Mar. 2020
- Some recalibration and updates to Upper Temescal Valley portion of Santa River (SAR) Wasteload Allocation – anticipated by mid-April 2020
- Basin Plan Amendment and Supplemental Environmental Document to be prepared for SAR Wasteload Allocation by May 2020
- Existing WWTP permits were extended to meet new SAR Wasteload Allocation
- Drought Policy based on So Cal Salinity Coalition technical work will be included in Basin Plan Amendment



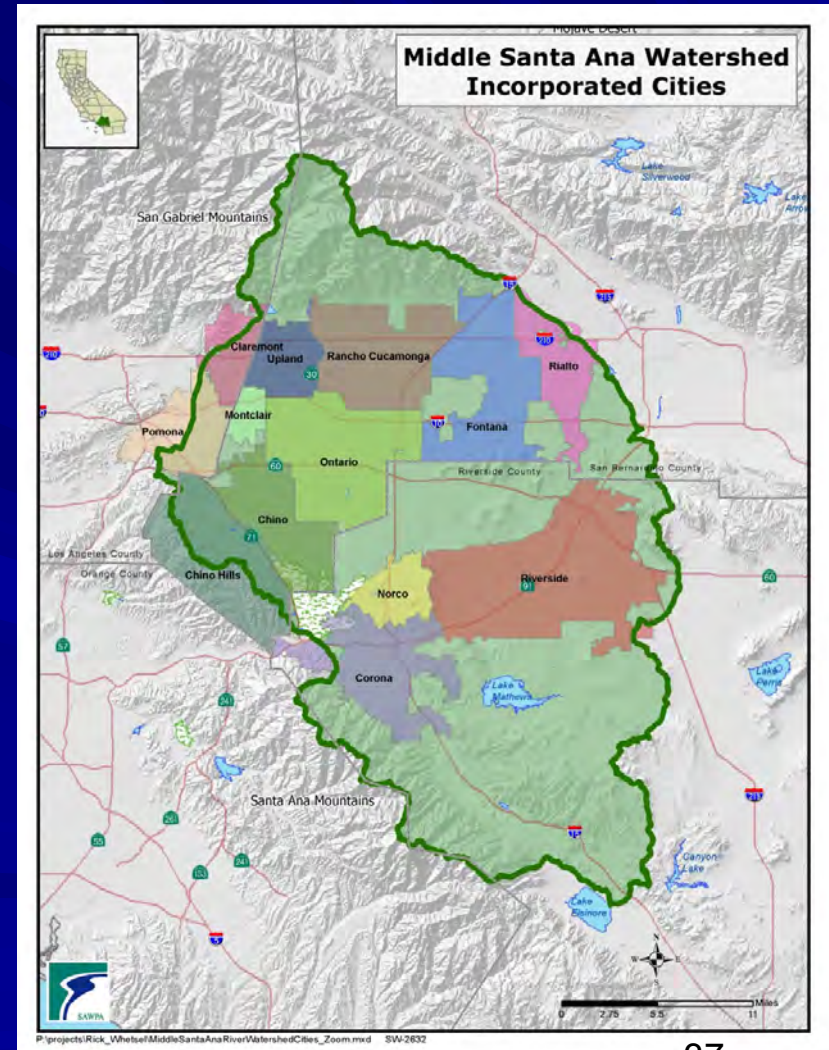
Middle Santa Ana River Pathogen TMDL Task Force

- February 2005, Basin Plan amended to include Bacterial Indicator Total Maximum Daily Loads (TMDLs) for Middle Santa Ana River Waterbodies
 - Santa Ana River, Reach 3
 - Chino Creek, Reaches 1 and 2
 - Cucamonga Creek, Reach 1
 - Mill Creek (Prado Area)
 - Prado Park Lake
- Key Compliance Dates
 - December 31, 2015 - compliance with Dry Season TMDLs, wasteload allocations and load allocations
 - December 31, 2025 - compliance with Wet Season TMDLs, wasteload allocations and load allocations



Middle Santa Ana River Pathogen TMDL Task Force

- Task Force Agencies :
 - County of San Bernardino
 - County of Riverside
 - Cities of Chino, Chino Hills, Claremont, Corona, Eastvale, Fontana, Jurupa Valley, Montclair, Norco, Ontario, Pomona, Rancho Cucamonga, Rialto, Riverside, and Upland
 - Agricultural Operators represented by Chino Basin Watermaster Agricultural Pool



Recent and Future Deliverables – MSAR TMDL TF

- February 2020, Task Force submitted the findings of a synoptic watershed study to Regional Board
- Recommendations:
 - Special Studies
 - Releases from Naturalized E. coli in Santa Ana River Bottom
 - Mill Creek Wetlands Special Study
 - Tier 2 Source Investigations
 - Santa Ana River Reach 3 Subwatersheds
 - Cucamonga Creek Subwatershed
 - Chino Creek Subwatershed
 - Water Quality Monitoring Program Enhancements
 - Preparation for TMDL Revision



Emerging Constituents (EC) Program Task Force

SAWPA authorized TF agreement - 2012


Description

- Complied with Regional Board Resolution under Cooperative Agreement for Imported Water Recharge
- Completed 2010-2013, 2019 Voluntary Annual Sampling reports for emerging constituents
- Implements safe tap water public outreach program based on SAWPA commission direction to respond to Environmental Working Group misinformation


Benefits

- Assisted state and federal agencies in determining most effective measuring and detection practices
- Avoided need to conduct long term EC monitoring costs on 100s of other ECs
- Watershed evaluation of ECs helped frame discussion on ECs at State level to our benefit
- Corrects misinformed media exposure through outreach
- Updates data on PFAs compounds in waterways

**2013 Sampling Report
for Emerging Constituents
in the Santa Ana Region**



Santa Ana Watershed Project Authority



SAWPA
April, 2014

Emerging Constituents Program Task Force – 21 Water & Wastewater Agencies and Regional Board Sign Agreement to Sample ECs

Who participates:

- Water Wholesalers
- Water Retailers
- Wastewater Treatment Operators
- Regional Board Staff
- DDW Staff
- USGS Staff
- Analytical Lab Staff
- NWRI Staff
- Environmental NGOs



Recent and Future Deliverables – EC Program TF

- Draft EC Program Task Force August 2019 Sampling Report was completed and shared for final review Mar. 2020
- Updates on changing regulations for PFAs will be shared and discussed at future task force meetings
- If need and desire exist for regional treatment approaches or additional regional monitoring, task force may be focal point for such activity
- Will meet at least quarterly with regulatory advisor updates



Task Force – Regulatory Support

- In Jan. 2019, Tim Moore of Risk Sciences announced his retirement effective July 1, 2020 for most task forces.
- Tim suggested part time transitional support of another consultant for FY 19-20 to supplement his support, gain institutional and regulatory background and then transition to full support of task forces in FY 20-21.
- Task Forces requested SAWPA issue an RFQ to determine potential firms who can conduct similar support to task forces.



Task Force – Regulatory Support

- Proposals from four firms received and interview panel formed consisting of three members from task forces affected, Regional Board Deputy Director, and SAWPA staff.
- Committee was unanimous in support of Theresa (Tess) Dunham of Somach Simmons & Dunn to undertake regulatory strategist/facilitator to all task forces
- In Aug. 2019 Commission approved new task orders to support task forces for FY 19-21. All task forces had recommended support of contracts with Tess Dunham of Somach Simmons & Dunn



Task Force – Regulatory Support

- On March 16, 2020, Tess Dunham informed SAWPA that she was transitioning to a new firm, Kahn Soares & Conway (KSC) effective March 31, 2020
- This firm change is more reflective of her role as a regulatory advisor as opposed to a legal counsel and both Ms. Dunham and her previous firm agreed that this transition would be a better fit for providing those services
- Ms. Dunham fees through June 2021 remain the same as previous firm
- Task Forces recommended approval of new agreement with KSC for Ms. Dunham's support.



Recommendation

That the Commission authorize the General Manager to execute the following:

- Agreement for Services with Kahn Soares & Conway and SAWPA;
- Task Order KSC374-01 with Kahn Soares & Conway in the amount not to exceed \$93,293.60 for the remainder of FY19-20 and for FY 20-21, to provide strategic and regulatory support for the Basin Monitoring Program Task Force; and,
- Task Order KSC384-01 with Kahn Soares & Conway in the amount not to exceed \$108,156.50 for the remainder of FY 19-20 and for FY 20-21, to provide strategic and regulatory support for the Middle Santa Ana River Pathogen TMDL Task Force.
- Task Order KSC392-01 with Kahn Soares & Conway in the amount not to exceed \$46,410 for the remainder of FY19-20 and for FY20-21 to provide strategic and regulatory support for the Emerging Constituents Program Task Force.



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

This Agreement is made this **7th day of April, 2020** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, California, 92503 and Kahn Soares & Conway ("Consultant") whose address is 1415 L Street, Suite 400, Sacramento, CA 95814.

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 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, 2023**, unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

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

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

ARTICLE III

COMPENSATION

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

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

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

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

ARTICLE IV

CONSULTANT OBLIGATIONS

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

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

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

4.04 Insurance Coverage: Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or sub-contractors.

4.04(a) Coverage - Coverage shall be at least as broad as the following:

- 1. Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 3. Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 5. Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,

invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.

4.04(b) If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

4.04(c) Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.

4.04(d) Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** SAWPA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to SAWPA, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.04(e) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.

4.04(f) Self-Insured Retentions - Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SAWPA.

4.04(g) Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by SAWPA.

4.04(h) Verification of Coverage – Consultant shall furnish SAWPA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SAWPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. SAWPA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

4.04(i) **Subcontractors** - Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA, its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.

4.05 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. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.

4.06 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.

4.07 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.

4.08 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages, if required by law.

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

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

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

11.08 Contractor’s employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

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

SANTA ANA WATERSHED PROJECT AUTHORITY

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

KAHN SOARES & CONWAY

(Signature) Date

Typed/Printed Name



**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. KSC374-01**

CONSULTANT: Kahn Soares & Conway **VENDOR NO.:** 2266
1415 L Street, Suite 400
Sacramento, CA95814

COST: **\$93,293.60**

PAYMENT: Upon Proper Invoice

REQUESTED BY: Mark Norton, Water Resources & Planning Manager April 7, 2020

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 374BASIN-6113-01
Acct. Description General Consulting

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()
Authorization: April 7, 2020; CM#2020.22

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and Kahn Soares & Conway (Consultant) pursuant to the Agreement for Services between SAWPA and Consultant, entered into on April 7, 2020, expiring December 31, 2023.

I. PROJECT NAME OR DESCRIPTION

Basin Monitoring Program Task Force Regulatory Support

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services to provide regulatory strategist and facilitator support for the Basin Monitoring Program Task Force for the following: April – June 2020 for \$12,263.60, and FY 2020-21 for \$81,030.00, as described in the attached scope of work and cost estimate. Consultant will designate Theresa (Tess) Dunham to provide all services described in this Task Order.

Please also refer to Appendix X for acceptable formats.

III. PERFORMANCE TIME FRAME

Consultant shall begin work April 1, 2020 and shall complete performance of such services by **June 30, 2021.**

IV. SAWPA LIAISON

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 of **\$93,293.60** including travel expenses. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

SANTA ANA WATERSHED PROJECT AUTHORITY

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

KAHN SOARES & CONWAY

(Signature) Date

Print/Type Name and Title

KAHN, SOARES & CONWAY
APRIL 1, 2020 – JUNE 30, 2020
REGULATORY SUPPORT FOR THE BASIN MONITORING PROGRAM TASK FORCE

The cost estimate provided here is based on an understanding that Risk Sciences will continue taking the primary role for regulatory supports services from July 2019 through June 2020. Theresa Dunham, will join Kahn, Soares & Conway on April 1, 2020. Theresa Dunham will continue to work closely with Risk Sciences to avoid duplicating work efforts, and will coordinate with Risk Sciences on all activities. Travel costs for Basin Monitoring Program Task Force meetings will be shared with other Task Forces to the extent that other Task Force meetings are scheduled concurrently with the Basin Monitoring Program Task Force meetings. If there are no other meetings scheduled concurrently, Ms. Dunham intends to fly down and back on the same day to avoid hotel and overnight costs. As of this writing, travel costs may decrease to due COVID-19 travel related restrictions.

TASK	ESTIMATED TIME/COST
Task 1 – Prepare for Meetings <ul style="list-style-type: none"> • Review and edit materials • Confer with T. Moore • Analysis of Recycled Water Policy and impact on Salt and Nitrate Provisions in the Santa Ana Basin Plan 	4 hours per meeting – 10 meetings \$345 x 40 hours = \$13,800
Task 2 – Attend Task Force Meetings	2 hours per meeting (based on February calendar) – 10 meetings \$345 x 20 hours = \$6,900
Task 3 – Task Force Communications <ul style="list-style-type: none"> • Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings • Conference calls with Santa Ana Water Board staff to discuss documents 	2 hours per meeting – 10 meetings \$345 x 20 hours = \$6,900

Task 4 – Travel Costs	<p>\$400 air costs per trip (average cost for Southwest Airlines between SMF and Ontario – costs may be less if booked significantly in advance)</p> <p>\$150 rental car costs per trip</p> <p>\$50 airport parking per trip (assuming two days of travel)</p> <p>\$150 hotel costs (one night per trip)</p> <p>\$750 per trip x 10 = \$7,500</p> <p>Divided by 2 – assuming cost share of travel costs with at least one other task force = \$3,750</p>
TOTAL ESTIMATED COSTS	\$31,350 FY 2019/2020
TOTAL SPENT AS OF END OF MARCH 2020	\$19,086.40
REMAINING ESTIMATED COSTS	\$12,263.60

**KAHN, SOARES & CONWAY
FISCAL YEAR 2020/2021
REGULATORY SUPPORT FOR THE BASIN MONITORING PROGRAM TASK FORCE**

The cost estimate provided here is based on an understanding that Theresa Dunham of Kahn, Soares & Conway will take over the primary role of providing regulatory support services for Fiscal Year 2020/2021. Travel costs for Basin Monitoring Program Task Force meetings will be shared with other Task Forces to the extent that other Task Force meetings are scheduled concurrently with the Basin Monitoring Program Task Force meetings. If there are no other meetings scheduled concurrently, Ms. Dunham intends to fly down and back on the same day to avoid hotel and overnight costs.

TASK	ESTIMATED TIME/COST
Task 1 – Prepare Materials for Task Force <ul style="list-style-type: none"> • Draft materials for Task Force review and consideration • Edit and review materials based on Task Force comments 	12 hours per month for 12 months $\$345 \times 144 = \$49,680$
Task 2 – Prepare for Meetings <ul style="list-style-type: none"> • Confer with SAWPA staff regarding agendas and budgets, as determined necessary • Prepare meeting materials • Review and edit materials prepared by others for Task Force meetings 	4 hours per meeting – 10 meetings $\$345 \times 40 \text{ hours} = \$13,800$
Task 3 – Attend Task Force Meetings	2 hours per meeting (based on February calendar) – 10 meetings $\$345 \times 20 \text{ hours} = \$6,900$
Task 4 – Task Force Communications <ul style="list-style-type: none"> • Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings • Conference calls with Santa Ana Water Board staff to discuss documents 	2 hours per meeting – 10 meetings $\$345 \times 20 \text{ hours} = \$6,900$

Task 5 – Travel Costs	<p>\$400 air costs per trip (average cost for Southwest Airlines between SMF and Ontario – costs may be less if booked significantly in advance)</p> <p>\$150 rental car costs per trip</p> <p>\$50 airport parking per trip (assuming two days of travel)</p> <p>\$150 hotel costs (one night per trip)</p> <p>\$750 per trip x 10 = \$7,500</p> <p>Divided by 2 – assuming cost share of travel costs with at least one other task force = \$3,750</p>
TOTAL ESTIMATED COSTS	\$81,030 for FY 2020/2021



**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. KSC384-01**

CONSULTANT: Kahn Soares & Conway **VENDOR NO.:** 2266
1415 L Street, Suite 400
Sacramento, CA95814

COST: **\$108,156.50**

PAYMENT: Upon Proper Invoice

REQUESTED BY: Mark Norton, Water Resources & Planning Manager April 7, 2020

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 384CHINO-6113-01
Acct. Description General Consulting

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()
Authorization: April 7, 2020; CM#2020.22

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and Kahn Soares & Conway (Consultant) pursuant to the Agreement for Services between SAWPA and Consultant, entered into on April 7, 2020, expiring December 31, 2023.

I. PROJECT NAME OR DESCRIPTION

Middle Santa Ana River Pathogen TMDL Task Force Regulatory Support

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services to provide regulatory strategist and facilitator support for the Middle Santa Ana River Pathogen TMDL Task Force for the following: April – June 2020 for \$31,011.50, and FY 2020-21 for \$77,145.00, as described in the attached scope of work and cost estimate. Consultant will designate Theresa (Tess) Dunham to provide all services described in this Task Order.

Please also refer to Appendix X for acceptable formats.

III. PERFORMANCE TIME FRAME

Consultant shall begin work April 1, 2020 and shall complete performance of such services by **June 30, 2021.**

IV. SAWPA LIAISON

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

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$108,156.50** including travel expenses. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

SANTA ANA WATERSHED PROJECT AUTHORITY

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

KAHN SOARES & CONWAY

(Signature) Date _____
Print/Type Name and Title

KAHN, SOARES & CONWAY
APRIL 1, 2020 – JUNE 30, 2020
REGULATORY SUPPORT FOR THE MIDDLE SANTA ANA RIVER BACTERIA TMDL TASK FORCE

The cost estimate provided here has been updated. At this time, Theresa Dunham provides regulatory facilitation services to the Middle Santa Ana River Bacteria TMDL Task Force. Starting April 1, 2020, Theresa Dunham will join Kahn, Soares & Conway in Sacramento, California. Theresa Dunham will continue to work closely with Risk Sciences to avoid duplicating work efforts, and will coordinate with Risk Sciences on all activities.

Theresa Dunham will work closely with the Task Force and its consultants to identify the next steps necessary to amend the Basin Plan, amend the TMDL, and address pending compliance with the wet weather waste load allocations.

Travel costs for Middle Santa Ana River Bacteria TMDL Task Force meetings will be shared with other Task Forces to the extent that other Task Force meetings are scheduled concurrently with the Middle Santa Ana River Bacteria TMDL Task Force meetings. If there are no other meetings scheduled concurrently, Ms. Dunham intends to fly down and back on the same day to avoid hotel and overnight costs. As of this writing, travel costs may decrease due to COVID-19 travel related restrictions.

TASK	ESTIMATED TIME/COST
Task 1 – Prepare Materials for Task Force Review <ul style="list-style-type: none"> • Identify potential Basin Plan Amendments • Edit materials to incorporate Task Force member comments 	10 hours per month for 6 months (January – June 2020) \$345 x 60 hours = \$20,700
Task 2 – Prepare for Task Force Meetings <ul style="list-style-type: none"> • Review and edit materials • Confer with T. Moore 	4 hours per meeting – 7 meetings \$345 x 28 hours = \$9,660
Task 3 – Attend Task Force Meetings	2 hours per meeting – 7 meetings \$345 x 14 hours = \$4,830

<p>Task 4 – Task Force Communications</p> <ul style="list-style-type: none"> • Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings • Conference calls with Santa Ana Water Board staff to discuss documents 	<p>2 hours per meeting – 7 meetings</p> <p>\$345 x 14 hours = \$4,830</p>
<p>Task 5 – Travel Costs</p>	<p>\$400 air costs per trip (average cost for Southwest Airlines between SMF and Ontario – costs may be less if booked significantly in advance)</p> <p>\$150 rental car costs per trip</p> <p>\$50 airport parking per trip (assuming two days of travel)</p> <p>\$150 hotel costs (one night per trip)</p> <p>\$750 per trip x 7 = \$5,250/2 = \$2,625 (assumes cost share for travel costs with at least one other task force)</p>
<p>TOTAL ESTIMATED COSTS</p> <p>TOTAL SPENT AS OF MARCH 31, 2020</p> <p>REMAINING ESTIMATED COSTS</p>	<p>\$42,645 FY 2019/2020</p> <p>\$11,633.50</p> <p>\$31,011.50</p>

KAHN, SOARES & CONWAY
FISCAL YEAR 2020/2021
REGULATORY SUPPORT FOR THE MIDDLE SANTA ANA RIVER BACTERIA TMDL TASK FORCE

The cost estimate provided here is based on an understanding that Theresa Dunham will assume a lead role in facilitating the Middle Santa Ana River Bacteria TMDL Task Force for Fiscal Year 2020/2021. The cost estimate provided here assumes that tasks will include preparing Basin Plan Amendment language, working with the Santa Ana River Water Board and other consultants in the preparation of supporting documents for Basin Plan Amendments, and working to shepherd the Basin Plan Amendments through adoption by the Santa Ana River Water Board, State Water Resources Control Board, and U.S. Environmental Protection Agency.

Travel costs for Middle Santa Ana River Bacteria TMDL Task Force meetings will be shared with other Task Forces to the extent that other Task Force meetings are scheduled concurrently with the Middle Santa Ana River Bacteria TMDL Task Force meetings. If there are no other meetings scheduled concurrently, Ms. Dunham intends to fly down and back on the same day to avoid hotel and overnight costs.

TASK	ESTIMATED TIME/COST
Task 1 – Prepare Materials for Task Force Review <ul style="list-style-type: none"> • Prepare draft Basin Plan Amendments • Edit materials to incorporate Task Force member comments • Review materials prepared by other consultants in support of Basin Plan Amendments 	20 hours per month for 6 months (July 2019 through December 2019) $\$345 \times 120 \text{ hours} = \$41,400$
Task 2 – Prepare for and Attend Regional and State Water Board Hearings <ul style="list-style-type: none"> • Prepare written comments • Prepare talking points • Travel to and attend hearing 	20 hours per hearing (2 hearings) $\$345 \times 40 \text{ hours} = \$13,800$
Task 3 – Prepare for Task Force Meetings <ul style="list-style-type: none"> • Review and edit materials • Coordinate with SAWPA staff • Assist in developing Agendas and meeting materials 	4 hours per meeting – 7 meetings $\$345 \times 28 \text{ hours} = \$9,660$

Task 4 – Attend Task Force Meetings	2 hours per meeting – 7 meetings \$345 x 14 hours = \$4,830
Task 5 – Task Force Communications <ul style="list-style-type: none"> • Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings • Conference calls with Santa Ana Water Board staff to discuss documents 	2 hours per meeting – 7 meetings \$345 x 14 hours = \$4,830
Task 6 – Travel Costs	\$400 air costs per trip (average cost for Southwest Airlines between SMF and Ontario – costs may be less if booked significantly in advance) \$150 rental car costs per trip \$50 airport parking per trip (assuming two days of travel) \$150 hotel costs (one night per trip) \$750 per trip x 7 = \$5,250/2 = \$2,625 (assumes cost share of travel costs with at least one other task force)
TOTAL ESTIMATED COSTS	\$77,145 FY 2020/2021



**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. KSC392-01**

CONSULTANT: Kahn Soares & Conway
1415 L Street, Suite 400
Sacramento, CA95814

VENDOR NO.: 2266

COST: \$46,410.00

PAYMENT: Upon Proper Invoice

REQUESTED BY: Mark Norton, Water Resources & Planning Manager April 7, 2020

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 392EMERG-6113-01
Acct. Description General Consulting

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()
Authorization: April 7, 2020; CM#2020.22

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and Kahn Soares & Conway (Consultant) pursuant to the Agreement for Services between SAWPA and Consultant, entered into on April 7, 2020, expiring December 31, 2023.

I. PROJECT NAME OR DESCRIPTION

Emerging Constituents Program Task Force Regulatory Support

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services to provide regulatory strategist and facilitator support for the Emerging Constituents Program Task Force for FY 2019-2021. Consultant will designate Theresa (Tess) Dunham to provide all services described in this Task Order. See details in attached scope of work and cost estimate.

Please also refer to Appendix X for acceptable formats.

III. PERFORMANCE TIME FRAME

Consultant shall begin work April 1, 2020 and shall complete performance of such services by **June 30, 2021.**

IV. SAWPA LIAISON

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 of **\$46,410.00** including travel expenses. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

SANTA ANA WATERSHED PROJECT AUTHORITY

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

KAHN SOARES & CONWAY

(Signature) Date Print/Type Name and Title

**KAHN, SOARES & CONWAY
FISCAL YEAR 2019/2021
REGULATORY SUPPORT FOR THE EMERGING CONSTITUENTS TASK FORCE**

The cost estimate reflects an estimate for regulatory support for the remainder of FY 2019/2020 and for FY 2020/2021.

Travel costs for the Emerging Constituents TMDL Task Force meetings will be shared with other Task Forces to the extent that other Task Force meetings are scheduled concurrently with the Emerging Constituents Task Force meetings. If there are no other meetings scheduled concurrently, Ms. Dunham intends to fly down and back on the same day to avoid hotel and overnight costs.

TASK	ESTIMATED TIME/COST
Task 1 – Prepare for Task Force Meetings <ul style="list-style-type: none"> • Review and edit materials • Coordinate with other consultants, as necessary • Coordinate with SAWPA staff 	4 hours per meeting – (assumes 6 meetings) \$345 x 24 hours = \$8,280
Task 2 – Prepare Materials Related to State Water Board Activities for Task Force Review & Monitoring Agency Actions <ul style="list-style-type: none"> • Draft comment letters • Review and edit comments based on Task Force comments • Monitor State Water Board activities related to Emerging Constituents • Monitor U.S. EPA activities related to Emerging Constituents 	80 hours \$345 x 80 hours = \$27,600
Task 3 – Attend Task Force Meetings	2 hours per meeting – 6 meetings \$345 x 12 hours = \$4,140

<p>Task 4 – Task Force Communications</p> <ul style="list-style-type: none"> • Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings • Conference calls with Santa Ana Water Board staff to discuss documents 	<p>2 hours per meeting – (Assumes 6 meetings)</p> <p>\$345 x 12 hours = \$4,140</p>
<p>Task 5 – Travel Costs</p>	<p>\$400 air costs per trip (average cost for Southwest Airlines between SMF and Ontario – costs may be less if booked significantly in advance)</p> <p>\$150 rental car costs per trip</p> <p>\$50 airport parking per trip (assuming two days of travel)</p> <p>\$150 hotel costs (one night per trip)</p> <p>\$750 per trip x 6 = \$4,500/2 = \$2,250</p> <p>(Assumes cost share for travel costs with at least one other task force)</p>
<p>TOTAL ESTIMATED COSTS</p>	<p>\$46,410 FY 2019/2020 & FY 2020/2021</p>