



# SAWPA

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

PURSUANT TO THE PROVISIONS OF AB 361, THIS MEETING WILL BE CONDUCTED VIRTUALLY WITH THE OPPORTUNITY FOR PUBLIC COMMENT. ALL VOTES TAKEN WILL BE CONDUCTED BY ORAL ROLL CALL.

This meeting will be accessible as follows:

Meeting Access Via Computer (Zoom)*:	Meeting Access Via Telephone*:
<ul style="list-style-type: none"> <li><a href="https://sawpa.zoom.us/j/88071790367">https://sawpa.zoom.us/j/88071790367</a></li> <li>Meeting ID: 880 7179 0367</li> </ul>	<ul style="list-style-type: none"> <li>1 (669) 900-6833</li> <li>Meeting ID: 880 7179 0367</li> </ul>
* Participation in the meeting via the Zoom app (a free download) is strongly encouraged	

## REGULAR COMMISSION MEETING TUESDAY, DECEMBER 7, 2021 – 9:30 A.M.

### AGENDA

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE (Jasmin A. Hall, 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

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: NOVEMBER 16, 2021 .....7  
**Recommendation:** Approve as posted.
- B. TREASURER’S REPORT – OCTOBER 2021 .....11  
**Recommendation:** Approve as posted.
- C. RESOLUTION ON CONTINUATION OF REMOTE COMMISSION AND COMMITTEE MEETINGS (CM#2021.84) .....17  
**Presenter:** Jeff Mosher  
**Recommendation:** Adopt Resolution No. 2021-10 Proclaiming A State of Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Governor Gavin Newsom, and Re-Authorizing Remote Teleconference Meetings of all Commission and Committee meetings of the Santa Ana Watershed Project Authority for the period of December 7, 2021 to January 6, 2022 pursuant to Brown Act Provisions.
- D. DISPOSAL OF SAWPA SURPLUS PROPERTY (CM#2021.85) .....25  
**Presenter:** Dean Unger  
**Recommendation:** Receive and file.

**6. NEW BUSINESS**

- A. [ISSUE REQUEST FOR PROPOSALS FOR TURF REMOVAL / DROUGHT-TOLERANT LANDSCAPING SERVICES UNDER THE WATER ENERGY COMMUNITY ACTION NETWORK PROJECT \(WECAN\) \(CM#2021.86\)](#).....27

**Presenter:** Rick Whetsel

**Recommendation:** Authorize the General Manager to issue a Request for Proposals for Turf Removal / Drought-Tolerant Landscaping Services to support the Water Energy Community Action Network Project (WECAN) funded through the California Strategic Growth Council (SGC) Transformative Climate Communities (TCC) grant program.

**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**

**PLEASE NOTE:**

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email [svilla@sawpa.org](mailto:svilla@sawpa.org). 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

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

**Declaration of Posting**

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on December 2, 2021, a copy of this agenda has been uploaded to the SAWPA website at [www.sawpa.org](http://www.sawpa.org) and posted at SAWPA's office, 11615 Sterling Avenue, Riverside, California.

### 2021 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: All meetings begin at 9:30 a.m., unless otherwise noticed, and are held at SAWPA.)

<b>November</b> 11/2/21 Commission Workshop 11/16/21 Regular Commission Meeting	<b>December</b> 12/7/21 Commission Workshop 12/21/21 Regular Commission Meeting 11/30 – 12/3/21 ACWA Fall Conference, Pasadena
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### 2022 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: All meetings begin at 9:30 a.m., unless otherwise noticed, and are held at SAWPA.)

<b>January</b> 1/4/22 Commission Workshop 1/18/22 Regular Commission Meeting	<b>February</b> 2/1/22 Commission Workshop 2/15/22 Regular Commission Meeting
<b>March</b> 3/1/22 Commission Workshop 3/15/22 Regular Commission Meeting	<b>April</b> 4/5/22 Commission Workshop 4/19/22 Regular Commission Meeting
<b>May</b> 5/3/22 Commission Workshop 5/17/22 Regular Commission Meeting 5/3 – 5/6/22 ACWA Spring Conference, Sacramento, CA	<b>June</b> 6/7/22 Commission Workshop 6/21/22 Regular Commission Meeting
<b>July</b> 7/5/22 Commission Workshop 7/19/22 Regular Commission Meeting	<b>August</b> 8/2/22 Commission Workshop 8/16/22 Regular Commission Meeting
<b>September</b> 9/6/22 Commission Workshop 9/20/22 Regular Commission Meeting	<b>October</b> 10/4/22 Commission Workshop 10/18/22 Regular Commission Meeting
<b>November</b> 11/1/22 Commission Workshop 11/15/22 Regular Commission Meeting	<b>December</b> 12/6/22 Commission Workshop 12/20/22 Regular Commission Meeting 11/29 – 12/2/22 ACWA Fall Conference, Indian Wells, CA

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## 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.

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

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

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

### MONTH OF: December 2021

DATE	TIME	MEETING DESCRIPTION	LOCATION
12/7/21	8:30 A.M.	PA 23 Committee Mtg	CANCELLED
12/7/21	10:00 A.M.	PA 24 Committee Mtg	VIRTUAL/TELECONFERENCE
12/13/21	1:30 P.M.	Basin Monitoring Program Task Force Mtg	VIRTUAL/TELECONFERENCE
12/14/21	8:30 A.M.	PA 22 Committee Mtg	VIRTUAL/TELECONFERENCE
12/15/21	1:00 P.M.	Imported Water Rechargers Committee	VIRTUAL/TELECONFERENCE
12/16/21	4:00 P.M.	LESJWA Board of Directors Mtg	CANCELLED

### MONTH OF: January 2022

DATE	TIME	MEETING DESCRIPTION	LOCATION
1/4/22	10:00 A.M.	PA 24 Committee Mtg	VIRTUAL/TELECONFERENCE
1/10/22	1:00 P.M.	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	VIRTUAL/TELECONFERENCE
1/24/22	2:30 P.M.	Emerging Constituents Program Task Force Mtg	VIRTUAL/TELECONFERENCE
1/27/22	11:00 A.M.	OWOW Steering Committee Mtg	VIRTUAL/TELECONFERENCE

*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.

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**SAWPA COMMISSION  
REGULAR MEETING MINUTES  
November 16, 2021**

**COMMISSIONERS PRESENT**

Jasmin A. Hall, Chair, Inland Empire Utilities Agency  
Bruce Whitaker, Vice Chair, Orange County Water District  
Mike Gardner, Secretary-Treasurer, Western Municipal Water District  
David J. Slawson, Eastern Municipal Water District  
June D. Hayes, San Bernardino Valley Municipal Water District

**COMMISSIONERS ABSENT**

None

**ALTERNATE COMMISSIONERS  
PRESENT; NON-VOTING**

T. Milford Harrison, Alternate, San Bernardino Valley Municipal Water District  
Kelly E. Rowe, Alternate, Orange County Water District  
Brenda Dennstedt, Alternate, Western Municipal Water District

**STAFF PRESENT**

Jeff Mosher, Karen Williams, Mark Norton, David Ruhl, Marie Jauregui, Ian Achimore, Dean Unger, Sara Villa, Haley Mullay

**OTHERS PRESENT**

Andrew D. Turner, Lagerlof, LLP; Nick Kanetis, Eastern Municipal Water District; Joe Mouawad, Eastern Municipal Water District; Shivaji Deshmukh, Inland Empire Utilities Agency; Ken Tam, Inland Empire Utilities Agency; Cathy Pieroni, Inland Empire Utilities Agency; Greg Woodside, Orange County Water District; Michael Markus, Orange County Water District; Craig Miller, Western Municipal Water District; Ryan Shaw, Western Municipal Water District; Brooke Jones, Yorba Linda Water District; Nelida Mendoza, City of Santa Ana

The Regular Meeting of the Santa Ana Watershed Project Authority Commission was called to order at 9:30 a.m. by Chair Jasmin Hall on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

**1. CALL TO ORDER**

Pursuant to the provisions of AB 361, this meeting was conducted virtually, and all votes were taken by oral roll call.

**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; there were no public comments received via email.

**4. ITEMS TO BE ADDED OR DELETED**

There were no added or deleted items.

**5. CONSENT CALENDAR**

**A. APPROVAL OF MEETING MINUTES: NOVEMBER 2, 2021**

Recommendation: Approve as posted.

**MOVED**, to approve the Consent Calendar.

Result: Adopted by Roll Call Vote  
Motion/Second: Hayes/Gardner  
Ayes: Gardner, Hall, Hayes, Slawson, Whitaker  
Nays: None  
Abstentions: None  
Absent: None

## 6. **NEW BUSINESS**

### A. **SUNNYSLOPE CREEK NATIVE FISH DROUGHT RESPONSE PROJECT GRANT APPLICATION (CM#2021.81)**

Ian Achimore provided the revised presentation on the *Sunnyslope Creek Native Fish Drought Response Project Grant Application*. It was noted that the updated presentation would be distributed to the SAWPA Commission and posted to the website. The Department of Water Resources (DWR) released the final guidelines and Project Solicitation Package (PSP) on October 28, 2021, for the Urban and Multibenefit Drought Relief Grant Program. SAWPA staff has been in coordination with Riverside County Parks and Open-Space District (RivCo Parks), San Bernardino Valley Municipal Water District (SBVMWD), and Orange County Water District (OCWD) on applying for the funding support to address immediate impacts on human health and safety of fish and wildlife. There is \$190 million in grant funding available for immediate relief in response to California's drought. DWR will be accepting applications November 19, 2021, and awards will be granted December 2021. No local cost share is required, costs incurred after award date are eligible for reimbursement, and project must be complete by March 31, 2026. The project budget consists of \$1,000,000 for two (2) 150 gallon per minute groundwater wells that utilize submersible pumps and \$750,000 for 40,000-gallon bolted steel storage tank. The groundwater from wells will be used for creek habitat and to meet Riverside County Parks' irrigation needs. Commissioner Hayes suggested looking into the community's input regarding the location of the storage tanks. Commissioner Gardner noted there is a 100-year-old pecan orchard near the property of the Nature Center and it's very important to the local community, and if any of the potential irrigation water can be used to sustain the orchard the local community would be very supportive. Commissioner Gardner suggested looking into the operation/maintenance and energy costs. Mr. Achimore noted that it is anticipated that the stakeholders will have those discussions once grant is awarded.

**MOVED**, to approve the Sunnyslope Creek Native Fish Response Project's Grant Application to the Department of Water Resources for the 2021 Urban and Multibenefit Drought Relief Grant Application by adopting SAWPA Resolution No. 2021-9.

Result: Adopted by Roll Call Vote  
Motion/Second: Gardner/Hayes  
Ayes: Gardner, Hayes, Slawson, Tule, Whitaker  
Nays: None  
Abstentions: None  
Absent: None

## 7. **INFORMATIONAL REPORTS**

Recommendation: Receive for Information.

### A. **CASH TRANSACTIONS REPORT – SEPTEMBER 2021**

### B. **INTER-FUND BORROWING – SEPTEMBER 2021 (CM#2021.82)**



**C. PERFORMANCE INDICATORS/FINANCIAL REPORTING – SEPTEMBER 2021 (CM#2021.83)**

**D. PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, AUGUST 2021**

**E. PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, AUGUST 2021**

**F. GENERAL MANAGER REPORT**

Jeff Mosher informed the Commissioners that a formal acceptance was received by a candidate for the Administrative Services Manager, and she will start in December. The position for Manager of Operations has been challenging to fill due to limited responses received. It is anticipated to re-post for the position before the holidays. The ACWA Conference will be held from November 30 - December 2 in Pasadena as an in-person conference. Andy Turner opened the invitation to the Commission and Alternates to his firms Hospitality Suite on Wednesday the week of the Conference.

**G. STATE LEGISLATIVE REPORT**

Jeff Mosher noted that SAWPA staff is coordinating with West Coast Advisors on future IRWM funding opportunities.

**H. CHAIR’S COMMENTS/REPORT**

There were no Chair comments.

**I. COMMISSIONERS’ COMMENTS**

There were no Commissioner comments.

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

There were no Commissioners’ request for future Agenda items.

**8. CLOSED SESSION**

There was no closed session.

**9. ADJOURNMENT**

There being no further business for review, Chair Hall adjourned the meeting at 10:06 a.m.

**Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, December 7, 2021.**

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Jasmin A. Hall, Chair

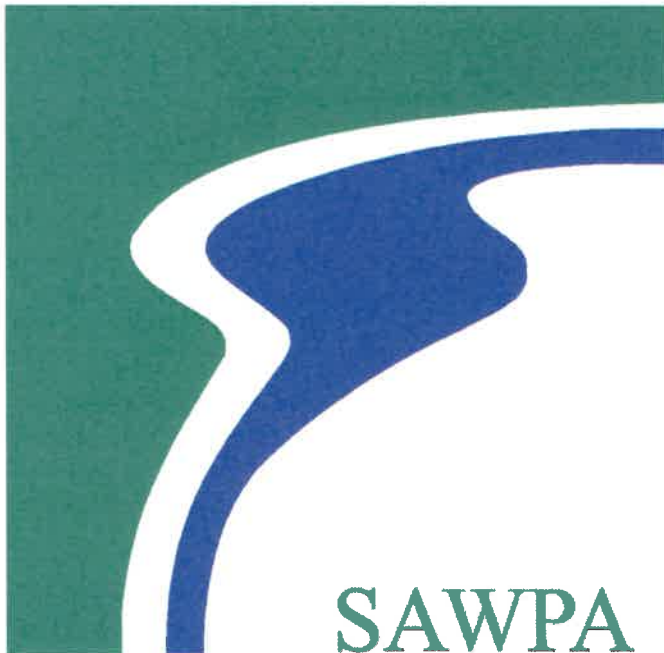
Attest:

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Sara Villa, Clerk of the Board

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*Santa Ana Watershed  
Project Authority*



Finance Department

Santa Ana Watershed Project Authority  
**TREASURER'S REPORT**

**October 2021**

During the month of October 2021, the Agency's actively managed temporary idle cash earned a return of 1.539%, representing interest earnings of \$9,910. Additionally, the Agency's position in overnight funds L.A.I.F. generated \$8,818 in interest, resulting in \$18,728 of interest income from all sources. Please note that this data represents monthly earnings only, and does not indicate actual interest received. There were zero (0) investment positions purchased, zero (0) positions sold, zero (0) position 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.

November 16, 2021

Prepared and Submitted by:

A handwritten signature in blue ink that reads 'Karen Williams'. The signature is written in a cursive style and is positioned above a horizontal line.

*Karen L. Williams, Deputy GM/Chief Financial  
Officer*

*Santa Ana Watershed Project Authority*

**INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES**

October 31, 2021

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	3137EADB2	WMS	04-17-17	01-13-22	No Call	\$ 500,000.00	2.375%	\$ 512,767.00	\$ 502,361.50	\$ (10,406)	2.375%	\$ 1,008.56
Agency	FHLB	313379Q69	WMS	12-14-17	06-10-22	No Call	\$ 1,000,000.00	2.150%	\$ 998,930.00	\$ 1,012,460.00	\$ 13,530	2.125%	\$ 1,826.12
Agency	FHLB	3130A3GE8	MBS	02-04-20	12-13-24	No Call	\$ 500,000.00	1.414%	\$ 531,250.00	\$ 529,597.00	\$ (1,653)	2.750%	\$ 600.51
Agency	FNMA	3135G0X24	MBS	02-04-20	01-07-25	No Call	\$ 500,000.00	1.398%	\$ 505,380.00	\$ 512,054.50	\$ 6,675	1.625%	\$ 593.71
Agency	FNMA	3135G05X7	WMS	10-30-20	08-25-25	No Call	\$ 1,000,000.00	0.460%	\$ 995,952.00	\$ 976,615.00	\$ (19,337)	0.375%	\$ 390.68
Agency	USTN	91282CAZ4	WMS	04-19-21	11-30-25	No Call	\$ 1,000,000.00	0.761%	\$ 982,500.00	\$ 972,656.00	\$ (9,844)	0.375%	\$ 646.04
Agency	USTN	91282ZT0	WMS	09-15-21	05-31-25	No Call	\$ 1,000,000.00	0.530%	\$ 989,726.56	\$ 975,586.00	\$ (14,141)	0.250%	\$ 450.29
CORP	Apple Inc	037833AK6	WMS	10-15-18	05-03-23	No Call	\$ 500,000.00	3.360%	\$ 479,898.50	\$ 514,038.00	\$ 34,140	2.400%	\$ 1,426.86
CORP	Toyota Motor Corp Credit	89236TFNO	WMS	10-15-18	09-20-23	No Call	\$ 500,000.00	3.550%	\$ 497,747.50	\$ 527,219.00	\$ 29,472	3.450%	\$ 1,507.53
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%	\$ 472.01
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%	\$ 461.52
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%	\$ 526.58

<b>Total Actively Invested Funds</b>	<b>\$ 7,242,000.00</b>	<b>\$ 7,236,151.56</b>	<b>\$ 7,264,587.00</b>	<b>\$ 28,435</b>	<b>1.539%</b>	<b>\$ 9,910.40</b>
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<b>Total Local Agency Investment Fund</b>		<b>\$51,145,677.54</b>		<b>0.203%</b>	<b>\$ 8,818.08</b>
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<b>Total Invested Cash</b>	<b>\$ 7,242,000.00</b>	<b>\$58,381,829.10</b>		<b>0.369%</b>	<b>\$ 18,728.48</b>
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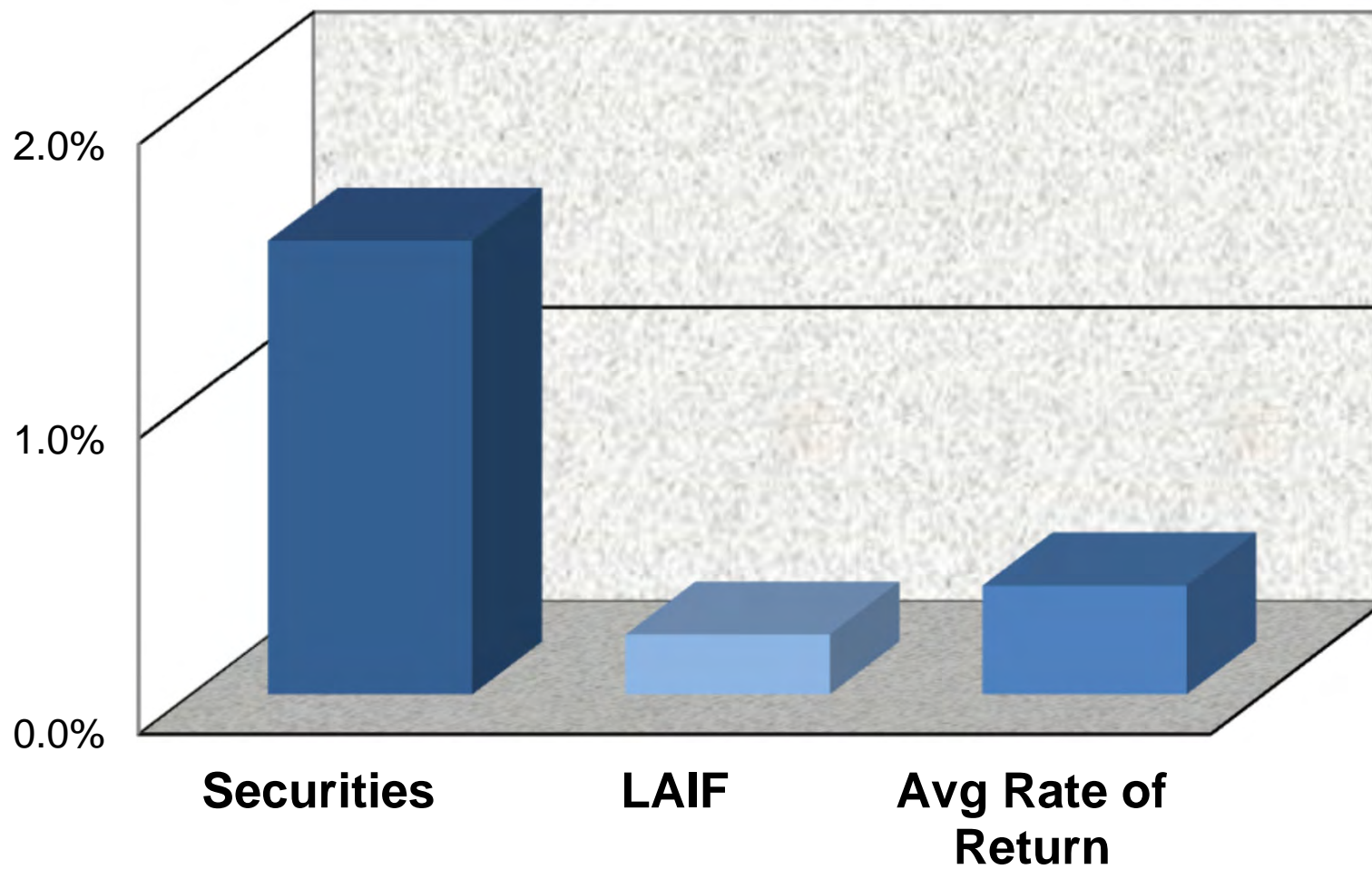
**Keyto Security Type:**

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

**Keyto Dealers:**

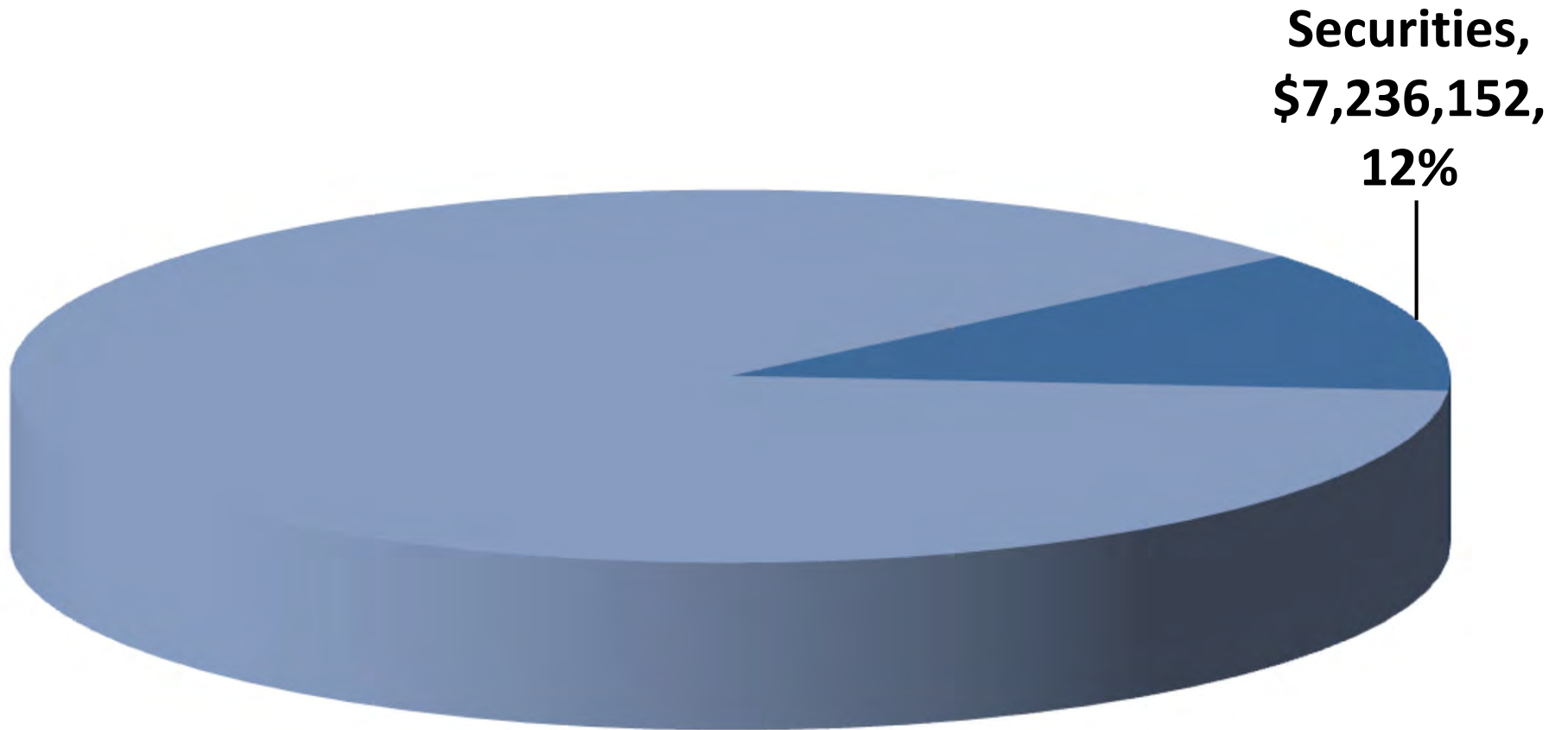
FCS	= FinaCorp Securities
MBS	= Multi-Bank Securities
MS	= Mutual Securities
RCB	= RBC Dain Rauscher
SA	= Securities America
TVI	= Time Value Investments
WMS	= Wedbush Morgan Securities

# Interest Rate Analysis

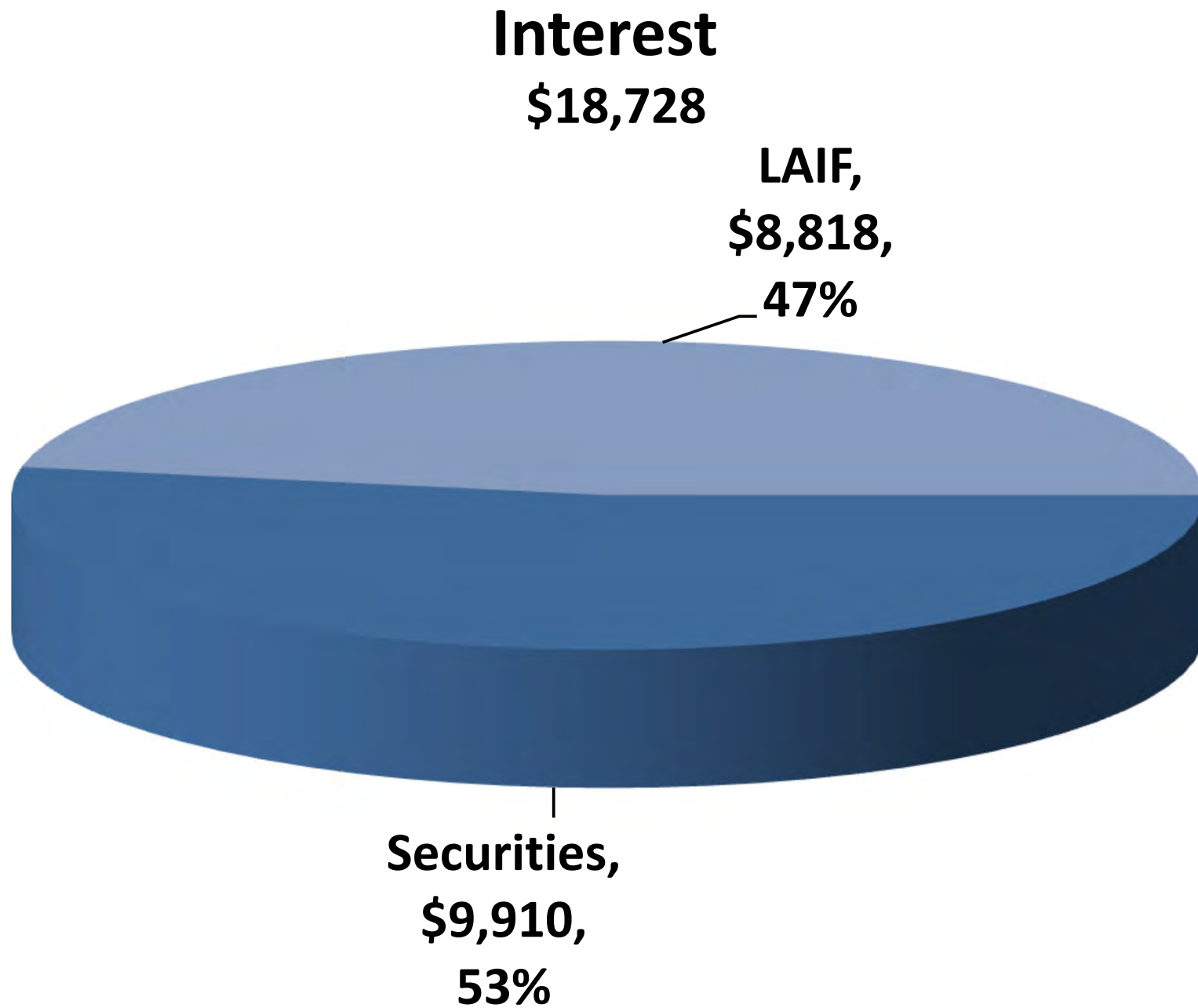


# Investments

\$58,381,829



LAIF,  
\$51,145,678...



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## COMMISSION MEMORANDUM NO. 2021.84

**DATE:** December 7, 2021

**TO:** SAWPA Commission

**SUBJECT:** Resolution on Continuation of Remote Commission and Committee Meetings

**PREPARED BY:** Jeff Mosher, General Manager

### RECOMMENDATION

That the Commission consider adopting Resolution No. 2021-10 Proclaiming A State of Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Governor Gavin Newsom, and Re-Authorizing Remote Teleconference Meetings of all Commission and Committee meetings of the Santa Ana Watershed Project Authority for the period of December 7, 2021 to January 6, 2022 pursuant to Brown Act Provisions.

### DISCUSSION

On September 16, Governor Newsom signed into law AB 361, which suspended the Brown Act's existing teleconferencing requirements so long as the state-declared state of emergency in California. A Resolution must be executed every 30 days under AB 361 for the initial and subsequent findings under AB 361 in order to continue to utilize the relaxed teleconferencing requirements for board meetings (including committee meetings) subject to the Brown Act. AB 361 applies only to a state-declared state of emergency and not to a locally-declared emergency; and AB 361 will only remain in effect until January 1, 2024, unless the State Legislature takes action to extend it or make it permanent. The following is a brief summary of AB 361's pertinent provisions.

- 1. Posting of Agendas.** The Brown Act currently requires that a local agency post agendas at all teleconference locations. Thus, if a director is calling in from a hotel room in Las Vegas, the director would need to post the agenda on his or her hotel room door. AB 361 removes the requirement that agendas must be posted at all teleconference locations. Therefore, under AB 361, the director can call from his or her Las Vegas hotel room without having to post the agenda on the hotel room door.

AB 361 does not change the general agenda posting requirements under the Brown Act. Thus, agencies should continue to post their agendas at least 72 hours before a regular board meeting and 24 hours before a special board meeting, and those postings should occur in the usual locations, including on the agency's website.

- 2. Location of Teleconferencing Participants.** The Brown Act currently requires a local agency that uses teleconferencing, to identify each teleconference location in the notice and agenda of the meeting or proceeding, and each teleconference location must be accessible to the public. Under this requirement, if a director was calling into a meeting from the Las Vegas hotel room, the director would need to allow members of the public into his or her hotel room for the meeting. Also, the Brown Act currently requires that at least a quorum of

the members of a legislative body must participate in the meeting (even if by teleconference) from locations within the agency's boundaries.

AB 361 excuses compliance with those requirements and agendas for meetings held in accordance with AB 361 are not required to identify each teleconference location and each location does not need to be accessible to the public (but see Item 3, below). In addition, there is no requirement under AB 361 that at least a quorum of the board members must be located within the agency's boundaries.

- 3. Public Access and Comments.** As stated above, local agencies are not required to make each teleconference location accessible to the public. However, the board meetings must remain open to the public and the agenda must include the manner by which members of the public may access the meeting remotely to offer public comment, including by a call-in option or an internet-based service option, such as meeting invite web address or call-in phone number, with passcode. Members of the public must be allowed to access the meeting and to address the legislative body directly, either during a general public comment period or before any individual actions are taken. Also, AB 361 clarifies that an agency may not require members of the public to submit their comments in advance of a meeting.

Public comments, either written or made by remote connection, must be accepted until the point at which the public comment period is formally closed. Any registration or sign-up period for public comments can only be closed when the public comment period is formally closed. Where public comments are accepted in a public comment period for each agenda item, the agency must allow a reasonable amount of time during each agenda item to allow the public the opportunity to provide comments, including time for members of the public to register or otherwise be recognized for the purpose of providing public comment.

- 4. Registration Issue.** The Brown Act has long prohibited the use of mandatory registration or "sign-ups" to attend public meetings or to provide public comment. Based on that prohibition, the Brown Act would present a significant problem for meetings that use a teleconference platform that requires participants to register for an account, even when it is not the local agency establishing that requirement. AB 361 solves that problem by allowing local agencies to use platforms which, incidental to their use and deployment, require users to register for an account with that platform, so long as the platform is not under the control of the local agency. Thus, an agency can use a platform that requires a registration to participate without violating the Brown Act.
- 5. Technological Disruption of Meeting.** AB 361 addresses what must occur in the event a technical difficulty interrupts a board meeting. Under AB 361, if a public comment line unexpectedly disconnects, a meeting agenda was sent out with the incorrect web link or dial-in information, the local agency's internet connection is interrupted, or other similar circumstances occur, the agency must stop the ongoing meeting and try to resolve the issue before continuing with the meeting agenda. If the meeting disruption cannot be resolved, the agency should not take any further action on agenda items and should end the meeting.

Failure to do so risks having any actions that were taken during the period of disruption set aside in a legal action.

**6. Required Findings.** AB 361 allows for teleconferencing under its provisions to occur in three scenarios:

- 1) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
- 2) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- 3) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

AB 361 provides that if a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without complying with the Brown Act's existing teleconferencing requirements, the agency's board of directors must, no later than 30 days after teleconferencing for the first time under AB 361, and every 30 days thereafter, making the following findings by at least majority vote:

- 1) The legislative body has reconsidered the circumstances of the state of emergency; and
- 2) Any of the following circumstances exist: (a) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (b) state or local officials continue to impose or recommend measures to promote social distancing.

**CRITICAL SUCCESS FACTORS**

None.

**RESOURCE IMPACTS**

None.

Attachments:

1. Resolution No. 2021-10

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## RESOLUTION NO. 2021-10

### **A RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA) PROCLAIMING A STATE OF EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF ALL COMMISSION AND COMMITTEE MEETINGS OF SAWPA FOR THE PERIOD DECEMBER 7, 2021 TO JANUARY 6, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

**WHEREAS**, the Commission of the Santa Ana Watershed Project Authority (“SAWPA”) is committed to preserving and nurturing public access and participation in meetings of its Commissioners; and

**WHEREAS**, all meetings of SAWPA’s Commission and its standing committees (PA 22, PA 23, PA 24, and OWOW Steering Committee) are open and public, as required by the Ralph M. Brown Act (California Government Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch those bodies conduct their business; and

**WHEREAS**, the Brown Act, in Government Code Section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition for application of Section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, the SAWPA Commission previously adopted a Resolution, Resolution No. 2021-8 on October 19, 2021 finding that the requisite conditions exist for the SAWPA Commission and standing committees to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Section 54953; and

**WHEREAS**, as a condition of extending the use of the provisions found in Section 54953(e), the SAWPA Commission must reconsider the circumstances of the state of emergency that exists in SAWPA, and the Commission has done so; and

**WHEREAS**, emergency conditions persist in SAWPA, specifically, COVID-19, and its Delta variant, remain highly contagious and, therefore, a threat to the health, safety and well-being of the SAWPA’s employees, directors, vendors, contractors, customers and residents; and

**WHEREAS**, orders from the Los Angeles County Department of Public Health and regulations from the State of California impose limitations on gatherings and provide guidance on best practices with respect to actions to reduce the spread of COVID-19; and

**WHEREAS**, SAWPA's Commission does hereby find that a state of emergency continues to exist within SAWPA's service area as a result of the continuing presence of COVID-19 and resulting local, state and federal orders and guidance, which has caused, and will continue to cause, conditions of peril to the safety of persons within SAWPA that are likely to be beyond the control of services, personnel, equipment, and facilities of SAWPA, and the Commission desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency persisting, SAWPA does hereby find that the SAWPA's Commission and all standing committees shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953; and

**WHEREAS**, SAWPA will continue to provide proper notice to the public regarding all SAWPA's Commission and standing committee meetings, in accordance with Government Code Section 54953(e)(2)(A) and shall provide notice to the public of how they may access any such meeting via call-in number and/or internet link.

**NOW, THEREFORE**, the SAWPA Commission does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Commission hereby considers the conditions of the state of emergency in SAWPA and proclaims that a local emergency persists throughout SAWPA, and that conducting SAWPA Commission and standing committee meetings virtually will minimize the possible spread COVID-19 and any variant thereof.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Commission hereby ratifies the Governor of the State of California's Proclamation of State of Emergency regarding COVID-19, dated March 4, 2020.

Section 4. Remote Teleconference Meetings. The SAWPA's General Manager, or his or her delegee, and the Commission and standing committees of SAWPA are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) the expiration of thirty (30) days from the date this Resolution was adopted, as set forth below, or (ii) such time as the SAWPA adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the SAWPA Commission and standing committees of SAWPA

may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**ADOPTED** this 7<sup>th</sup> Day of December, 2021.

**SANTA ANA WATERSHED PROJECT AUTHORITY**

By:

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Jasmin A. Hall, Chair

Attest:

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Sara Villa, Clerk of the Board

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## COMMISSION MEMORANDUM NO. 2021.85

**DATE:** December 7, 2021  
**TO:** SAWPA Commission  
**SUBJECT:** Disposal of SAWPA Surplus Property  
**PREPARED BY:** Dean Unger, Information Technology Manager

### RECOMMENDATION

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

### DISCUSSION

In accordance with requirements of Resolution Number 56, *Resolution of the Commission of the Santa Ana Watershed Project Authority ("SAWPA") Establishing Procedures for Disposal of Surplus Property*, staff is informing the Commission of disposal of the following surplus property:

<u>Item</u>	<u>SAWPA Tag Number</u>	<u>Reason</u>
Desktop Scanner	02713	Non Repariable/Not functioning
Fax Machine	02452	Non Repariable/Not functioning
Electric Typewriter	01166	Non Repariable/Not functioning
Desk Phone	02108	Non Repariable/Not functioning
Keyboard	02759	Non Repariable/Not functioning
Keyboard	02653	Non Repariable/Not functioning
Monitor	02466	Non Repariable/Not functioning
7 UPC units	NA	Non Repariable/Not functioning
1 Tape recorder	NA	Non Repariable/Not functioning
1 HP Printer	NA	Non Repariable/Not functioning
1 Lenovo Tablet	NA	Non Repariable/Not functioning
1 Mini Toshiba tablet	NA	Non Repariable/Not functioning
1 Cannon Printer	NA	Non Repariable/Not functioning
1 Intertel Phone base	NA	Non Repariable/Not functioning
5 Mice	NA	Non Repariable/Not functioning
4 Keyboards	NA	Non Repariable/Not functioning
6 speakers	NA	Non Repariable/Not functioning
1 external hard drive	NA	Non Repariable/Not functioning
1 Apple IPAD	NA	Non Repariable/Not functioning
10 various cables	NA	Non Repariable/Not functioning
4 Power strips	NA	Non Repariable/Not functioning
2 mini tablets	NA	Non Repariable/Not functioning
1 APC unit	NA	Non Repariable/Not functioning
1 Box of Tapes for Destruction	NA	Not useable
1 Portable Heater	NA	Non Repariable/Not functioning

Electronic items will be recycled to **California Electronics**, 14235 Commerce Drive, Garden Grove, CA 92843 or **A & G Electronics**, 12155 Magnolia Avenue #4H Riverside, CA 92503. Both companies provide receipts and certificates of destruction.

### **RESOURCE IMPACTS**

Resources for this activity are IT staff and Admin staff for identification and verification of items.

## COMMISSION MEMORANDUM NO. 2021.86

**DATE:** December 7, 2021

**TO:** SAWPA Commission

**SUBJECT:** Issue Request for Proposals for Turf Removal / Drought-Tolerant Landscaping Services under the Water Energy Community Action Network Project (WECAN)

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

### RECOMMENDATION

Authorize the General Manager to issue a Request for Proposals for Turf Removal / Drought-Tolerant Landscaping Services to support the Water Energy Community Action Network Project (WECAN) funded through the California Strategic Growth Council (SGC) Transformative Climate Communities (TCC) grant program.

### DISCUSSION

January 2021, the City of Riverside, in partnership with SAWPA, was successful in their February 2020 proposal for the California Strategic Growth Council (SGC) Transformative Climate Communities (TCC) grant program. Through this program SAWPA was awarded \$593,000 to implement the Water Energy Community Action Network (WECAN) program to remove 100,000 square feet of turf and replace it with drought tolerant landscaping within the City of Riverside.

Funding for the project was increased by a pledge of \$100,000 in cost share by the City of Riverside Public Utilities (RPU) to bring total project funding to implement the WECAN program up to \$693,000.

To implement the WECAN program SAWPA staff has prepared a Request for Proposals to solicit competitive proposals from C27 licensed landscaping firms or individuals to implement Turf Removal / Drought-Tolerant Landscaping Services (Project) within the City of Riverside Eastside Climate Collaborative Program area.

The attached Request for Proposals outlines the program scope of work, term of the agreement and requirements for firms and individuals to submit proposals to SAWPA.

### 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.

**RESOURCE IMPACTS**

The WECAN Program with Riverside will be entirely funded by this \$593,000 subrecipient agreement per the 2020 TCC grant and a \$100,000 match by Riverside Public Utilities (for a total of approximately \$693,000). All SAWPA staff costs to administer the WECAN project would be funded by the SGC grant.

Attachments:

1. PowerPoint Presentation
2. Request for Proposal



# The Water-Energy Community Action Network (WECAN) Landscaping Project

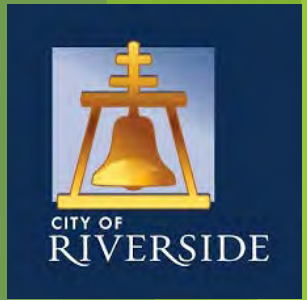
Request for Proposals for Turf Removal  
/ Drought-Tolerant Landscaping  
Services

Rick Whetsel, Senior Watershed Manager  
SAWPA Commission | December 7, 2021  
Item No. 6.A.

# Recommendation

Authorize the General Manager to issue a Request for Proposals for Turf Removal / Drought-Tolerant Landscaping Services to support the Water Energy Community Action Network Project (WECAN) funded through the California Strategic Growth Council (SGC) Transformative Climate Communities (TCC) grant program.

# Transformative Climate Communities Program: Eastside Climate Collaborative



Urban Greening



Solar



Water Conservation



Transit Options



Housing: 7<sup>th</sup> and Chicago Entrada Project



# WECAN Program Funding

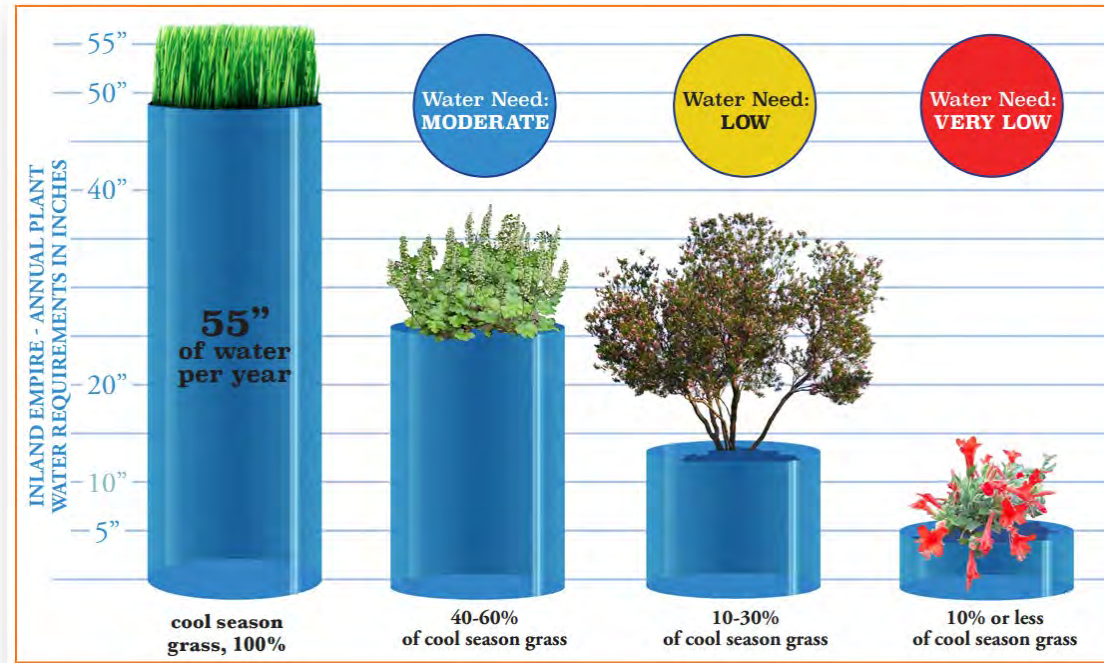
- ▶ TCC Grant Award
  - ▶ \$593,000
- ▶ Riverside Public Utilities
  - ▶ \$100,000
- ▶ WECAN Program Funding
  - ▶ \$693,000





# Strategic Goals Implemented Through WECAN

- ▶ Conserve water - help the community's groundwater basin withstand drought and reduce energy from pumping.
- ▶ Reduce turf grass - helps reduce outdoor water use in the community.
- ▶ Install drought tolerant landscaping - helps increase biodiversity.



# About WECAN



Turf Removal / Drought-Tolerant Landscaping Services.



Replace up to 100,000 square feet of turf grass with drought tolerant landscaping.



Available to residential properties.



Front yards - 500 to 1,000 square feet per residence.




\$0 Cost to customers




City of Riverside Eastside Climate Collaborative Program area.

**TCC FUNDED PROJECTS (PROJECT WIDE)**


**Solar Installation & Energy Efficiency**

-  **Project 1 – Energy for All (GRID)**  
–All Single-family Parcels Eligible  
–100 installations

**Water Efficiency**

-  **Project 2 – Water-Energy Comm. Action Network (wecan) (SAWPA)**  
–All Single-family Parcels Eligible  
–100,000 sq ft of installations

**Urban Greening and Green Infrastructure**


-  **Project 3 – Eastside Greening (Tree People)**  
(Project Area-wide) –1,000 street trees,  
500 shade trees, 500 fruit trees

**Transformative Plans (Project-Area Wide)**







-  **Community Engagement Plan (CEP)**
-  **Displacement Avoidance Plan (DAP)**
-  **Workforce Development Plan (WDP)**

**AHSC LEVERAGE FUNDED PROJECTS**

**Affordable Housing/Sustainable Communities**

-  **Leverage Project 1 – Entrada Housing Project (WHDC)**  
65 units

**Active Transportation & Mobility Enhancements**












- Leverage Project 2 – Ped & Bike Mobility Enhancements (Riverside PW)**
-  Improvements to Chicago/University Intersection (inc. ped. timing improvements, scramble crosswalk)
-  Park Ave People Street  
Lighting, murals, parklets, curb ramps, sign repairs
-  Linden St Class IV Cool Pavement Protected Bike Lane
-  Upgrade to High-Vis Continental Crosswalk
-  Upgrade to High-Vis Continental Crosswalk and add Accessible Pedestrian Signal Buttons
-  New Pedestrian Signal at Chicago & 7<sup>th</sup> St

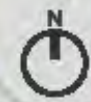
**Transit and Rail Access**

-  **Leverage Project 3 – Vine St Mobility Hub Expansion (RTA)**  
–paired with transit passes
-  **Entrada Solar Arcade**
-  **Improved Bus Bays**
-  **Advanced Signal Detection @ University/Iowa**



**MAP FEATURES**

-  Project Area
-  Riverside Metrolink Station
-  Railway (Metrolink & Freight)
-  Existing Class II Bike Lane
-  University (UCR)
-  Public Agency Institution/Facility
-  School Campus
-  UCR Citrus Groves
-  Park/Open Space
-  Open Flood Control Channel/Stream
-  Arroyo/Dry Channel/Covered Channel



# Key WECAN Project Elements

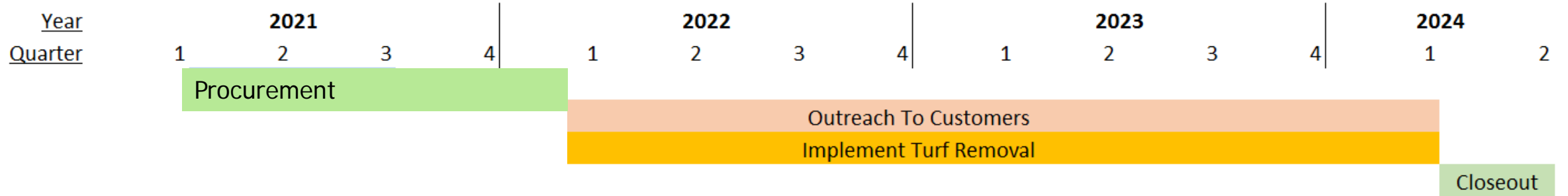
## ▶ Contractor

- ▶ Provide all manpower, equipment, vehicles, and supplies needed to complete projects.
- ▶ Responsible for providing high quality customer bilingual service.
- ▶ Participate in local community outreach events.
- ▶ Design templates for an area of approximately 500 to 1,000 square feet.
- ▶ Provide inventory of plants, trees, shrubs, and landscaping materials.
- ▶ Plants, shrubs, and trees used utilized for the Project must be identified as low water using and climate appropriate plants for the Inland Empire.

## ▶ Project

- ▶ Assessment of current landscaping and automated irrigation system including photo documentation.
- ▶ Project close-out assessment of the completed landscaping and irrigation system and project walk-through with the customers including photo documentation.
- ▶ One month and three-month project site visits/surveys including photo documentation.

# SAWPA WECAN Project Schedule



# Recommendation

Authorize the General Manager to issue a Request for Proposals for Turf Removal / Drought-Tolerant Landscaping Services to support the Water Energy Community Action Network Project (WECAN) funded through the California Strategic Growth Council (SGC) Transformative Climate Communities (TCC) grant program.

# Questions?

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# Santa Ana Watershed Project Authority



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## Request for Proposals

### For Turf Removal / Drought-Tolerant Landscaping Services

November 29, 2021

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

Phone: (951) 354-4220

**1. Notice**

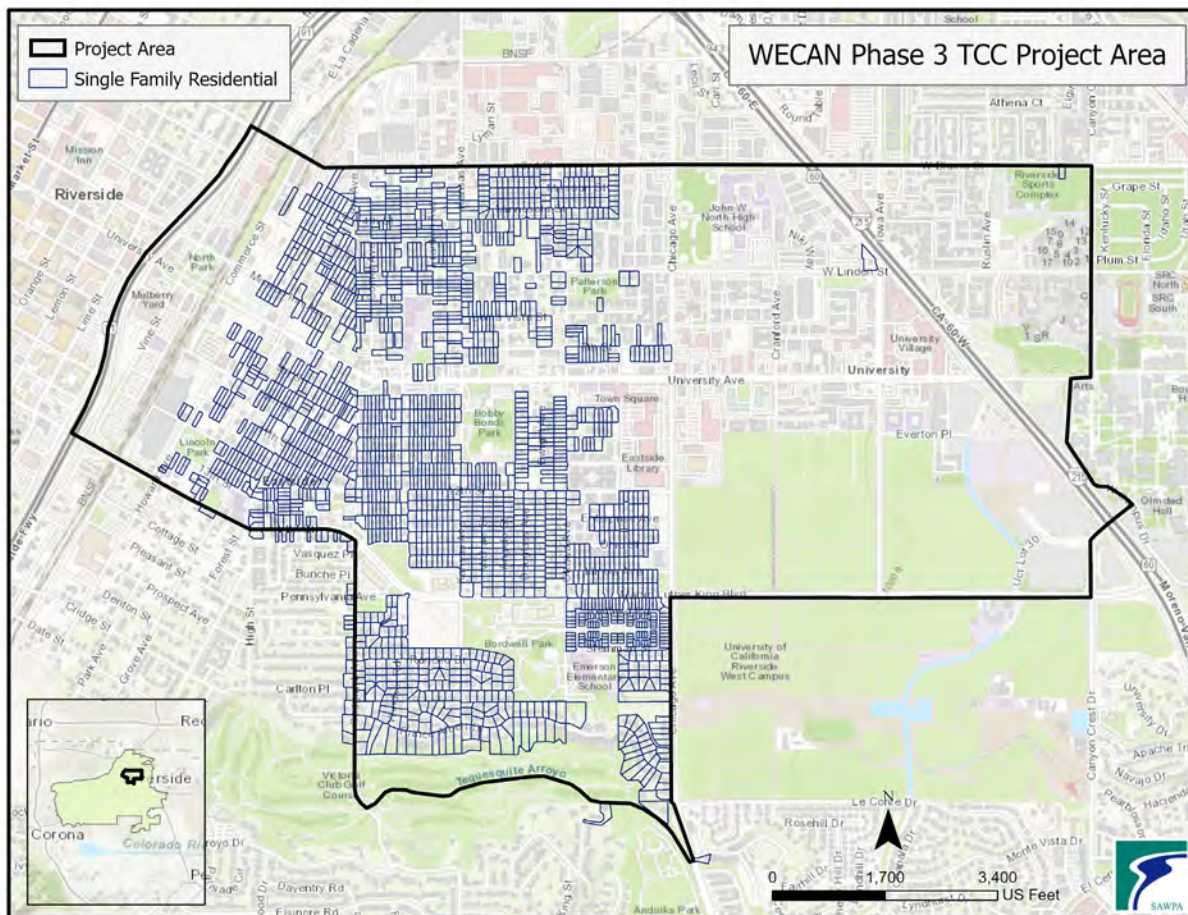
The Santa Ana Watershed Project Authority (SAWPA) is seeking proposals to implement Turf Removal / Drought-Tolerant Landscaping Services (Project) within the Santa Ana River Watershed. This Project entails replacing residential turf grass with drought tolerant (climate appropriate) landscaping on residential properties. The purpose of this Request for Proposals (RFP) is to solicit competitive proposals to identify a firm or individual that is a certified professional and has the capacity to provide the requested level of service.

**2. Introduction to Scope of Work**

In July 2021, the City of Riverside was awarded funding from the California Strategic Growth Council (SGC) for the development and implementation of neighborhood-level climate sustainability plans through the Transformative Climate Communities (TCC) Program.

As a component of this larger Program, SAWPA is partnering with Riverside Public Utilities to generate residential water conservation by utilizing a C27 licensed landscaping Contractor to replace up to 100,000 square feet of turf grass with drought tolerant landscaping within the City of Riverside Eastside Climate Collaborative Program area as shown in the map below.

The goal of this Project is to remove up to 100,000 square feet in front yards, with a range of 500 to 1,000 square feet per individual residence within the Program area. The resulting landscape is expected to provide between 33%-50% coverage with drought tolerant plantings, based upon plant maturity.



The potential residential projects are represented by the blue single family residential parcels in the above Program area map. The focus of this Project will be single family residences that qualify under the household income eligibility requirement<sup>1</sup> as designated by the TCC grant.

Outreach to Program area residents will be conducted in part by Riverside Public Utilities through billing inserts sent to customers on a quarterly basis to inform them of the Project and how to register with SAWPA to receive the services by the sub-Contractor selected through this RFP. Additionally, SAWPA and its sub-contractor will participate in local community and other outreach events conducted by the City of Riverside Housing Authority and its Project partners (including SAWPA) sponsored through funding the TCC grant.

### **3. Purpose**

SAWPA, is seeking proposals from C27 licensed landscaping Contractor to provide services to implement and oversee the Program.

For the purposes of this proposal, applicants should prepare a scope of work, budget, and schedule for the implementation of the program. The proposal budget must include a detailed budget breakdown for Program Management (Task 1), Landscape Designs, and Inventory of Plants and Materials (Task 2), Customer Service/Outreach (Task 3), Landscape Assessment (Task 4), Turf Removal, Landscaping, and Replanting (Task 5), Post-Landscape Assessment (Task 6), Program Reporting (Task 7).

### **4. Term of Agreement**

Specific services to be provided under this RFP are outlined under Section 5, Scope of Work. The Agreement period will be for THREE years.

### **5. Scope of Work**

#### **Task 1 - Program Management**

The Contractor shall assign a Project Director to be the main point of contact for implementing the Project.

Within two weeks of the execution of the Task Order the Project Director will conduct a project Kick-off meeting and follow-on meetings, as necessary, with SAWPA staff to review and address questions regarding the Grant Agreement and deliverables, Project scope of work, and deliverables and Customer forms (Registration, Agreement, Landscape Assessment, Inspection and Close Out).

The Contractor's services and responsibilities shall include, but shall not be limited to:

- The Contractor shall provide all manpower, equipment, vehicles, and supplies needed to complete the projects.
- The Contractor and its sub-Contractors will identify themselves to eligible and participating residents as a Contractor with the Santa Ana Watershed Project Authority, which is partnering with the resident's local water agency, Riverside Public Utilities.
- The Contractor's field staff and sub-Contractors will display their firm's identifying information at all times.
- The Contractor will be able to visit homes up to six days a week, with Saturday-visits utilized as needed for the non-labor tasks.

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<sup>1</sup> Household income eligibility must be established at either 80 percent of the Area Median Household Income (AMI), or 80 percent of the State Median Household Income (SMI), whichever results in a higher allowable maximum income.

- The Contractor will provide all new materials, free of defect, for quality installation.
- The Contractor will conduct all installations per manufacturer's recommendations. All installations shall be neat and professional in appearance.
- The Contractor shall abide by all City of Riverside codes and requirements including, but not limited to, landscape renovation.
- The Contractor shall not request the use of electrical power from the program participants or the use of the participant's restroom.
- The Contractor shall be responsible for providing high quality customer bilingual service, responding to all customer calls and requests within seventy-two (72) hours
- The Contractor shall provide a local or toll free call-back number, and proper security systems to accept and store information provided by residents.
- Contractor shall provide 2-3 service calls at no cost to the customer for fine tuning irrigation system or replacement of faulty equipment.
- The Contractor shall be responsible to provide notification to SAWPA staff, as appropriate of any incidents, accidents, and/or issues associated with activities occurring in the field Project within twenty-four (24) hours.

### **Task 3 – Customer Service/Outreach**

The Contractor shall participate in local community and other events conducted by the City of Riverside and its Project partners to identify potential participants within the project area.

### **Task 2 - Landscape Designs, Implementation Plan and Inventory of Plants and Materials**

Following of the execution of the Task Order Contractor shall submit for review and approval by SAWPA the following:

- Within two weeks, provide a complete inventory of plants, trees, shrubs, and ground coverage, irrigation fixtures and landscape materials that will be available to residents through implementation of the Project including copies of the warranties of each item that are valid after at least the first three months of the date of planting.
- Within four weeks, provide at least four design templates for an area of approximately 500 to 1,000 square feet, including pictures and graphical representations, that residents will be able to choose from with each of the templates providing plant coverage for 33% to 50% of the landscaped area is covered by plant cover upon maturity including a tree.

Plants, shrubs, and trees used utilized for the Project must be identified as low water using and climate appropriate plants for the Inland Empire. All plants, shrubs and trees used utilized for the Project warranty that is valid for an agreed upon period after installation.

Eligible plants, shrubs and trees shall be drawn from accepted California native drought tolerant plant types identified from the following resources: [Western Municipal Water District](#), [Riverside-Corona Resources Conservation District](#), and [California Native Plant Society](#).

#### **Deliverables:**

- Inventory of plants, trees, shrubs, and ground coverage, irrigation fixtures and landscape materials
- Landscape Design Plans

**Task 4 –Landscape Assessment**

The Contractor shall conduct project site visit(s) as necessary to complete the following prior to initiating any work at the project site:

- Confirm that the information provided in the resident’s Registration Form to pre-qualify them as an eligible.
- Assess current landscaping and automated irrigation system including photo documentation to establish pre-landscaping conditions (customer must have living grass and have an irrigation system that can be easily converted from spray to drip).
- Provide a program orientation to the potential customer that includes the discussion of potential lay-out designs, plant selection, maintenance requirements, new irrigation system, weed barrier, mulch, etc.
- Complete and acquire approval of final landscape design and project schedule.
- Collect customer signatures for the necessary program forms and agreement including a release of liability form which informs them that the program is voluntary and that they hold harmless any of the agents under the program responsible for future repairs or changes to their landscape/irrigation system

**Deliverables:**

- Site Pre-evaluation Survey (including photo documentation)
- Signed Copies of Program Release Forms
- Signed Copies of Customer Agreement (Including Final Site Design Plans)

**Task 5- Turf Removal, Landscaping, and Replanting**

The Contractor shall conduct all turf removal landscaping and replanting following an approved plan and schedule.

Within two weeks of the execution of the Task Order the Contractor shall submit for review and approval by SAWPA a plan and schedule outlining the key steps for turf removal, landscaping, and replanting.

**Deliverables:**

- Turf Removal Landscaping and Replanting Plan and Schedule

**Task 6- Landscape Post-Assessment**

The Contractor shall complete a site post-evaluation following completion of the project to include the following:

- Conduct a project close-out assessment of the completed landscaping and irrigation system to verify the project has been completed in accordance with the final plans and specifications (including photo documentation).
- Conduct a final project walk-through with the customer including providing copies of all manufacturer warranty documentation and printed materials informing the homeowner on the proper irrigation and maintenance of plants.
- Conduct one month and three-month project site visits/surveys (including photo documentation).

**Deliverables:**

- Signed Copies of Project Completion Check List (including photo documentation)

- Signed Copies of One Month and Three-Month Site Surveys (including photo documentation)

### **Task 7 – Program Reporting**

The Contractor will maintain customer forms and database of project data to provide the necessary reporting documentation for the purposes of recording program activity and invoicing to the State.

The Contractor will maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards and labor requirements. Supporting documentation such as receipts, copies of checks and timesheets shall also be provided.

On a monthly basis, the Contractor shall provide to SAWPA the following:

- Customer database that includes the following for each residential project: the residential address, the resident's name, the resident's contact information, the water agency servicing the address, type of landscaping design chosen by the resident, the square footage amount, the date completed for each Task of their project, and any unique issues.
- Copies of the various project Forms including Registration Forms (including release of liability), Cancellation Forms, Landscape Assessment Forms, Final Landscape Agreements, Inspection Forms and Closeout Forms.
- JPEG files organized by resident showing pre and post landscaping conditions that have global position system (GPS) coordinates embedded in the files.

The Contractor will Bi-monthly invoices, accompanying reports, and copies of all Cancellation Forms, Final Landscape Agreements, Inspection Forms and Closeout Forms executed in that period;

The Contractor will provide copies of any Forms upon request.

#### **Deliverables:**

- Monthly Updated Customer database, Project forms and JPEG files
- Bi-Monthly Invoices (including appropriate backup documentation)

## **6. Project Proposal**

Responses to this RFP must be made according to the requirements set forth in this section for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal.

The firm or individual shall respond to each of the following questions by numbering their responses 1-15 as concisely as possible. The proposal should be formatted for legibility by the reviewers, and no more than twenty (25) pages long, including staff resumes. Submittal of boilerplate marketing materials is discouraged. Please provide answers in the same order of the corresponding questions provided.

1. Provide a summary of your firm (including primary person of contact, company name, address, telephone number, and email address) signed by the person authorized to bind the company. This should explain the primary business of the company.
2. Provide documentation of your active C27 license and general Contractor license covering this type of work.
3. If applicable, provide documentation that you are a screened SoCal WaterSmart Contractor.
4. Provide documentation if you have a satisfactory or better rating with the Better Business Bureau.

5. Provide your relevant experience – e.g., previous projects, years of experience, licenses or certificates earned and held, etc. For large projects, describe what and who (stakeholders) were involved in the effort. Describe the final deliverables.
6. Provide resumes of key personnel that will support completion of the scope of work.
7. Provide the organizational chart, if applicable of your firm.
8. Provide confirmation that your firm can complete the project within the period specified (50,000 square feet over one year) whereby the project demand may vary from several thousand square feet to tens of thousands of square feet per month.
  - Note: It is SAWPA's preference to award one contract for the 100,000 square feet across all areas describe in the Scope of Work.
9. Provide a scalable design plan(s) for a single-family residential property for approximately 500 to 1,000 square feet. Include plant types, ground coverage type (i.e., rock type, mulch type, etc.) and irrigation modifications.
10. Plan and schedule outlining the key steps for turf removal turf landscape replacement and replanting, including the specifications of any herbicides and weed cloth to be used.
11. Inventory of the various plant types, ground coverage, irrigation fixtures, and landscape materials to be used.
12. Identify the type of plants that would be used as part of the California native drought tolerant landscaping and identify them as low water using and climate appropriate plants for the Inland Empire.
13. Provide a list of at least five (5) references for which your firm has provided similar services within the last five (5) years. Include the reference names, contact person(s), telephone numbers, project addresses, approximate date of service and a brief general description of the services provided.
14. Provide a detailed program budget resulting in a dollar(s) per square foot cost to ultimately used (if successful through this RFP) in the final task order with SAWPA.
  - Detailed budget to include hourly billing rates for personnel to be assigned to the project.
15. Miscellaneous/Exceptions. Respondents shall thoroughly review the contents of this RFP and shall submit all supplemental information, required in this section of miscellaneous information. A draft contract agreement is attached to this RFP (Attachment A) that the consultant/firm will be required to sign; the respondent must identify any exceptions to that draft agreement as an element of the proposal submitted for review and consideration.

## 7. Pre-Proposal Meeting

A non-mandatory pre-proposal meeting has been scheduled for **Tuesday, December 14, 2021, at 10:00 a.m.** The meeting will be conducted virtually via Zoom. Please e-mail Rick Whetsel ([rwhetsel@sawpa.org](mailto:rwhetsel@sawpa.org)) with any questions regarding the meeting.

- Link: <https://sawpa.zoom.us/j/86580226842?pwd=NWl3WlVPbGlYSm1KRENpS2ovcmtuUT09>
- Telephone: 1 (669) 900-6833
- Meeting ID: 865 8022 6842
- Meeting Password: 233724

**8. Submittals**

**Submit only an electronic copy** (via email, Dropbox, etc.) of the proposal and related information as a single .pdf file to Rick Whetsel, Senior Watershed Manager ([rwhetsel@sawpa.org](mailto:rwhetsel@sawpa.org)). Proposals must be received by **1:00 p.m. on Thursday, January 6, 2022**. Proposals received after the stated time will be deleted and not considered. SAWPA is not responsible for any failure to receive files transmitted electronically or which fail to open properly upon receipt. SAWPA will provide confirmation receipts upon request.

A panel composed of SAWPA staff and others as deemed appropriate by SAWPA will review proposals. If interviews are needed, proposers will be contacted to schedule a Zoom meeting in early/mid-January 2022. If additional information is needed, email Rick Whetsel at [rwhetsel@sawpa.org](mailto:rwhetsel@sawpa.org). All questions and answers will be posted at [www.sawpa.org](http://www.sawpa.org).

**9. Proposed RFP Schedule**

December 7, 2021	Issuance of Request for Proposals
December 14, 2021 (10:00am Zoom call)	Pre-Proposal Meeting
January 6, 2022 (by 1:00 pm PST)	Proposal must be received by SAWPA
January 2022 (date tentative)	Interviews with proposers if needed
February 2022 (date tentative)	SAWPA Commission approval of Consultant Contract
February 2022 (date tentative)	Begin Work

**10. Resources**

- SAWPA Website - [www.sawpa.org](http://www.sawpa.org)
- SAWPA Service Area Map - <http://www.sawpa.net/>

**11. Evaluation Criteria**

Evaluation of qualifications will be conducted on the following:

- Responsiveness to the RFP
- Experience and qualifications of the assigned individuals/firm in performing similar projects
- Experience and qualifications of the firm in performing similar projects
- Project approach and understanding of needs
- Appropriateness of proposed fee structure
- Project schedule
- Anticipated value and quality of services received

SAWPA reserves the sole right to evaluate and select the successful proposal(s) and may choose to award a contract to one or more qualified consultants. The selection process is anticipated to include an evaluation of the proposal and an interview.

**12. General Requirements**

1. All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA reserves the right to



- negotiate with any qualified source. SAWPA reserves the right to reject any or all proposals for any reason or for no reason at all.
2. SAWPA reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
  3. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.
  4. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, the terms, conditions, and criteria contained in this RFP.
  5. Contractors submitting proposals shall be registered with the Department of Industrial Relations, as provided in Labor Code Section 1725.5, and shall include evidence that they are so registered with their proposal.
  6. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.
  7. SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP to the extent known. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
  8. All proposals submitted in response to this RFP will become the exclusive property of SAWPA. When SAWPA's recommendation to the SAWPA Board relative to proposal selection appears on the Board Agenda, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA shall not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof if disclosure is required under the Public Records Act.
  9. SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.
  10. Upon award selection, a single final contract will be negotiated and finalized. However, if needed, SAWPA reserves the right to award one contract, multiple contracts, or no contract, whichever is in the best interest of the Agency.
  11. Funding for the services will be provided in part by the State and SAWPA will work with the selected firm or individual to ensure the payment process is streamlined. Due to state guidelines, travel and per diem costs are not eligible for repayment.
  12. The firm or individual under contract shall indemnify SAWPA and hold the agency harmless over issues that may arise out of the project and the contract, including, but not limited to any claims

or damages arising from planning, design, construction, maintenance and/or operation of measures for the overall project and any breach of the contract.

### 13. TCC Grant Requirements

In addition to the general requirements stipulated by SAWPA the [TCC Grant Agreement](#) includes a number of requirements. Key amongst these are the following:

1. The firm or individual under contract shall comply with all state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act, Child Support Compliance Act, Drug-Free Workplace Act of 1990, and provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code
2. During the performance of the project, the firm or individual shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The firm or individual shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The firm or individual shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, will be incorporated into the Contract by reference and made a part hereof as if set forth in full. The firm or individual shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
3. Pursuant to Section 1770 and following, of the California Labor Code, the firm or individual under contract shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any sub- Contractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, workdays, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State, and local laws related to labor.

**Attachment A**

SAWPA Agreement for Services template



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

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

**RECITALS**

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

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

**AGREEMENT**

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

**ARTICLE I**

**TERM OF AGREEMENT**

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

**ARTICLE II**

**SERVICES TO BE PERFORMED**

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

**2.02** Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, sub-Contractors, 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 sub-Contractors 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) Sub Contractors -** Consultant shall require and verify that all sub-Contractors 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 sub-Contractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agreed 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 agreed upon, in accordance with its rules and procedures.

**11.07** During the performance of the Agreement, Consultant and its sub-Contractors 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 sub-Contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from

such discrimination and harassment. Consultant and its sub-Contractors 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 sub-Contractors 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 sub-Contractors 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**

\_\_\_\_\_  
Jeffrey J. Mosher, General Manager Date

**(CONSULTANT NAME)**

\_\_\_\_\_  
(Signature) Date Typed/Printed Name