



S A W P A

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"> https://sawpa.zoom.us/j/86505759276 	<ul style="list-style-type: none"> 1 (669) 900-6833
<ul style="list-style-type: none"> Meeting ID: 865 0575 9276 	<ul style="list-style-type: none"> Meeting ID: 865 0575 9276
* Participation in the meeting via the Zoom app (a free download) is strongly encouraged	

REGULAR COMMISSION MEETING TUESDAY, MAY 17, 2022 – 9:30 A.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Marco Tule, 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: APRIL 19, 20227

Recommendation: Approve as posted.

B. TREASURER’S REPORT: MARCH 202211

Recommendation: Approve as posted.

C. RESOLUTION ON CONTINUATION OF REMOTE COMMISSION AND COMMITTEE MEETINGS (CM#2022.28)17

Recommendation: Adopt Resolution No. 2022-7 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 May 20, 2022 to June 21, 2022 pursuant to Brown Act Provisions.

6. NEW BUSINESS

- A. [MIDDLE SANTA ANA RIVER TMDL TASK FORCE AGREEMENT, AMENDMENT NO. 2 \(CM#2022.29\)](#)25
Presenter: Rick Whetsel
Recommendation: Approve Amendment No. 2 to the Middle Santa Ana River Watershed Total Maximum Daily Load (TMDL) Task Force Agreement effectively extending the existing Task Force for an additional four and one-half years through June 2027.

- B. [U.S. BUREAU OF RECLAMATION GRANT RESOLUTION – CLOUD SEEDING TECHNOLOGY VALIDATION PROTOCOL \(CM#2022.30\)](#)77
Presenter: Mark Norton
Recommendation: Approve Resolution No. 2022-8 authorizing the General Manager to submit a WaterSMART Applied Science Grant Application to the U.S. Bureau of Reclamation for the Cloud Seeding Technology Validation Protocol.

- C. [SAWPA ADMINISTRATIVE BUILDING AUTOMATED GATE \(CM#2022.31\)](#)97
Presenter: Jeff Mosher
Recommendation: Approve the use of \$41,340 from the Building Reserve to replace the manual gate on the SAWPA entrance driveway with an automated gate.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

- A. [CASH TRANSACTIONS REPORT – MARCH 2022](#)123
Presenter: Karen Williams

- B. [INTER-FUND BORROWING – MARCH 2022 \(CM#2022.32\)](#)129
Presenter: Karen Williams

- C. [PERFORMANCE INDICATORS/FINANCIAL REPORTING – MARCH 2022 \(CM#2022.33\)](#)135
Presenter: Karen Williams

- D. [PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, MARCH 2022](#)157
Presenter: Karen Williams

- E. [PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, MARCH 2022](#)161
Presenter: Karen Williams

- F. [GENERAL MANAGER REPORT](#)165
Presenter: Jeff Mosher

- G. [STATE LEGISLATIVE REPORT](#)167
Presenter: Jeff Mosher

- H. **CHAIR’S COMMENTS/REPORT**

- I. **COMMISSIONERS’ COMMENTS**

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

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

Declaration of Posting

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on May 12, 2022, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, California.

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.)

January	February
1/4/22 Commission Workshop [cancelled] 1/18/22 Regular Commission Meeting	2/1/22 Commission Workshop 2/15/22 Regular Commission Meeting
March	April
3/1/22 Commission Workshop 3/15/22 Regular Commission Meeting	4/5/22 Commission Workshop 4/19/22 Regular Commission Meeting
May	June
5/3/22 Commission Workshop [cancelled] 5/17/22 Regular Commission Meeting 5/3 – 5/6/22 ACWA Spring Conference, Sacramento, CA	6/7/22 Commission Workshop 6/21/22 Regular Commission Meeting
July	August
7/5/22 Commission Workshop 7/19/22 Regular Commission Meeting	8/2/22 Commission Workshop 8/16/22 Regular Commission Meeting
September	October
9/6/22 Commission Workshop 9/20/22 Regular Commission Meeting	10/4/22 Commission Workshop 10/18/22 Regular Commission Meeting
November	December
11/1/22 Commission Workshop 11/15/22 Regular Commission Meeting	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: May 2022

DATE	TIME	MEETING DESCRIPTION	LOCATION
5/3/22	10:00 a.m.	PA 24 Committee Mtg	CANCELLED
5/23/22	1:30 p.m.	Joint Regional Water Quality Monitoring/MSAR TMDL Task Force Mtg	HYBRID (SAWPA & VIRTUAL/TELECONFERENCE)
5/24/22	9:30 a.m.	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	HYBRID (SAWPA & VIRTUAL/TELECONFERENCE)
5/24/22	1:30 p.m.	Basin Monitoring Program Task Force Mtg	HYBRID (SAWPA & VIRTUAL/TELECONFERENCE)
5/26/22	11:00 a.m.	OWOW Steering Committee Mtg	VIRTUAL/TELECONFERENCE

MONTH OF: June 2022

DATE	TIME	MEETING DESCRIPTION	LOCATION
6/7/22	8:30 a.m.	PA 23 Committee Mtg	VIRTUAL/TELECONFERENCE
6/7/22	10:00 a.m.	PA 24 Committee Mtg	VIRTUAL/TELECONFERENCE
6/14/22	8:30 a.m.	PA 22 Committee Mtg	VIRTUAL/TELECONFERENCE
6/16/22	4:00 p.m.	LESJWA Board of Directors 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
April 19, 2022**

<u>COMMISSIONERS PRESENT</u>	Marco Tule, 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
<u>COMMISSIONERS ABSENT</u>	None
<u>ALTERNATE COMMISSIONERS PRESENT; NON-VOTING</u>	Kelly Rowe, Orange County Water District T. Milford Harrison, San Bernardino Valley Municipal Water District
<u>STAFF PRESENT</u>	Jeff Mosher, Karen Williams, Mark Norton, David Ruhl, Edina Goode, Rick Whetsel, Marie Jauregui, Sara Villa, Dean Unger, Zyanya Ramirez, Haley Mullay, Alison Lewis, Jessica McDermott, John Leete
<u>OTHERS PRESENT</u>	Andrew D. Turner, Lagerlof, LLP; Joe Mouawad, Eastern Municipal Water District; Nick Kanetis, Eastern Municipal Water District; Ken Tam, Inland Empire Utilities Agency; Michael Markus, Orange County Water District; Greg Woodside, Orange County Water District; Mallory Gandara, Western Municipal Water District; Brooke Jones, Yorba Linda Water District; Nicole Greenwood, City of Riverside; Jonathan Abadesco, Fedak & Brown, LLP.

The Regular Meeting of the Santa Ana Watershed Project Authority Commission was called to order at 9:30 a.m. by Chair Marco Tule 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 items to be added or deleted.
5. **CONSENT CALENDAR**
 - A. **APPROVAL OF MEETING MINUTES: APRIL 5, 2022**
Recommendation: Approve as posted.
 - B. **RESOLUTION ON CONTINUATION OF REMOTE COMMISSION AND COMMITTEE MEETINGS (CM#2022.23)**
Recommendation: Adopt Resolution No. 2022-5 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 April 19, 2022 to May 19, 2022 pursuant to Brown Act Provisions.

MOVED, to approve the Consent Calendar as posted.

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

6. NEW BUSINESS

A. AUDIT SERVICES FYE 2022, 2023, AND 2024 (CM#2022.24)

Karen Williams provided a presentation on the Professional Audit Services Contract, contained in the agenda packet on pages 23-32. The Professional Audit Services Request for Proposal (RFP) was released on February 15, 2022. Of the sixteen firms that were sent the RFP, four (4) proposals were received. Based on the proposal rating criteria and receiving the highest score, staff recommends awarding the contract to Fedak & Brown, LLP. Commissioner Whitaker noted that SAWPA staff has maintained good practice in going out for RFP's periodically and is fully supportive of staff's recommendation. Jonathan Abadesco of Fedak & Brown, LLP thanked the Commission for the opportunity and looks forward to working with SAWPA staff.

MOVED, to award the contract for Audit Services for FYE 2022, 2023, and 2024, to Fedak & Brown, LLP.

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

B. SUPPORT ORANGE COUNTY WATER DISTRICT'S LEGISLATIVE PLATFORM APPEALING TO FEDERAL LEGISLATORS TO PASS THE PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) LEGISLATION (CM#2022.25)

Jeff Mosher provided a brief verbal report to support Orange County Water District (OCWD) legislative platform appealing to federal legislators to pass the per- and polyfluoroalkyl substances (PFAS) legislation. OCWD approached SAWPA staff requesting support for their efforts in sending support letters to representatives of Washington D.C. advocating for the Resolution 2022-6 that supports federal PFAS legislation that protects ratepayers and water/wastewater agencies. The Commission expressed the importance of the topic and the significant benefit to all water agencies and were in full support to move forward with the support letters and Resolution 2022-6.

MOVED, to authorize staff to send the support letters advocating for the Resolution 2022-6 that supports federal PFAS legislation that protects ratepayers and water/wastewater agencies.

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 – FEBRUARY 2022**
- B. **INTER-FUND BORROWING – FEBRUARY 2022 (CM#2022.26)**
- C. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – FEBRUARY 2022 (CM#2022.27)**
- D. **PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, JANUARY 2022**
- E. **PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, FEBRUARY 2022**
- F. **PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT JANUARY 2022**
- G. **PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT – FEBRUARY 2022**
- H. **OWOW QUARTERLY STATUS REPORT: JANUARY – MARCH 2022**
Jeff Mosher informed the Commission that the OWOW Call Por Projects deadline has been extended to May 13, 2022.
- I. **ROUNDTABLES QUARTERLY STATUS REPORT: JANUARY – MARCH 2022**
Jeff Mosher referenced the Roundtables Quarterly Status Report contained in the agenda packet on pages 257-269 and noted that it lists the description and activities for all Task Forces.
- J. **GENERAL MANAGER REPORT**
Jeff Mosher introduced SAWPA's new hiree, Jessica McDermott as SAWPA's Communications Specialist. Jessica McDermott thanked the Commission and noted that she looks forward to supporting SAWPA's communications and outreach efforts and has already been in contact with our member agencies.
- K. **STATE LEGISLATIVE REPORT**
Jeff Mosher noted that the Legislative Committee is meeting weekly and getting a lot of good participation from the member agencies and discuss the impacts of the watershed and track all the bills that are being introduced.
- L. **CHAIR'S COMMENTS/REPORT**
There were no Chair comments.
- M. **COMMISSIONERS' COMMENTS**
Commissioner Hayes noted that the weather modification proposal was discussed at their Valley Districts Board meeting and overall, it was a good discussion, and the recording of the meeting is available on their website.

Commissioner Gardner noted that Alternate Commissioner Brenda Dennstedt is currently coordinating with SAWPA staff in redoing the SAWPA lobby in terms of safety and interior decorating.

N. 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 Marco Tule adjourned the meeting at 9:56 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, May 17, 2022.

Marco Tule, Chair

Attest:

Sara Villa, Clerk of the Board

*Santa Ana Watershed
Project Authority*



Finance Department

Santa Ana Watershed Project Authority
TREASURER'S REPORT

March 2022

During the month of March 2022, the Agency's actively managed temporary idle cash earned a return of 1.477%, representing interest earnings of \$8,902. Additionally, the Agency's position in overnight funds L.A.I.F. generated \$16,024 in interest, resulting in \$24,926 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) positions matured, and zero (0) positions were called.

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

April 14, 2022

Prepared and Submitted by:

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

Karen L. Williams, Deputy GM/Chief Financial Officer

Santa Ana Watershed Project Authority
INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES
March 31, 2022

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	FHLB	313379Q69	WMS	12-14-17	06-10-22	No Call	\$ 1,000,000.00	2.150%	\$ 998,930.00	\$ 1,003,133.00	\$ 4,203	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	\$ 503,327.50	\$ (27,923)	2.750%	\$ 600.51
Agency	FNMA	3135G0X24	MBS	02-04-20	01-07-25	No Call	\$ 500,000.00	1.398%	\$ 505,380.00	\$ 488,044.50	\$ (17,336)	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	\$ 929,184.00	\$ (66,768)	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	\$ 924,531.00	\$ (57,969)	0.375%	\$ 646.04
Agency	USTN	91282ZTO	WMS	09-15-21	05-31-25	No Call	\$ 1,000,000.00	0.530%	\$ 989,726.56	\$ 930,664.00	\$ (59,063)	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	\$ 502,832.00	\$ 22,934	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	\$ 506,453.00	\$ 8,706	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	\$ 248,096.43	\$ 1,096	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	\$ 248,142.13	\$ 1,142	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	\$ 250,791.98	\$ 2,792	2.500%	\$ 526.58

Total Actively Invested Funds	\$ 6,742,000.00	\$ 6,723,384.56	\$ 6,535,199.54	\$ (188,185)	1.477%	\$ 8,901.84
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Total Local Agency Investment Fund		\$51,689,674.16			0.365%	\$ 16,023.80
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Total Invested Cash	\$ 6,742,000.00	\$58,413,058.72			0.493%	\$ 24,925.64
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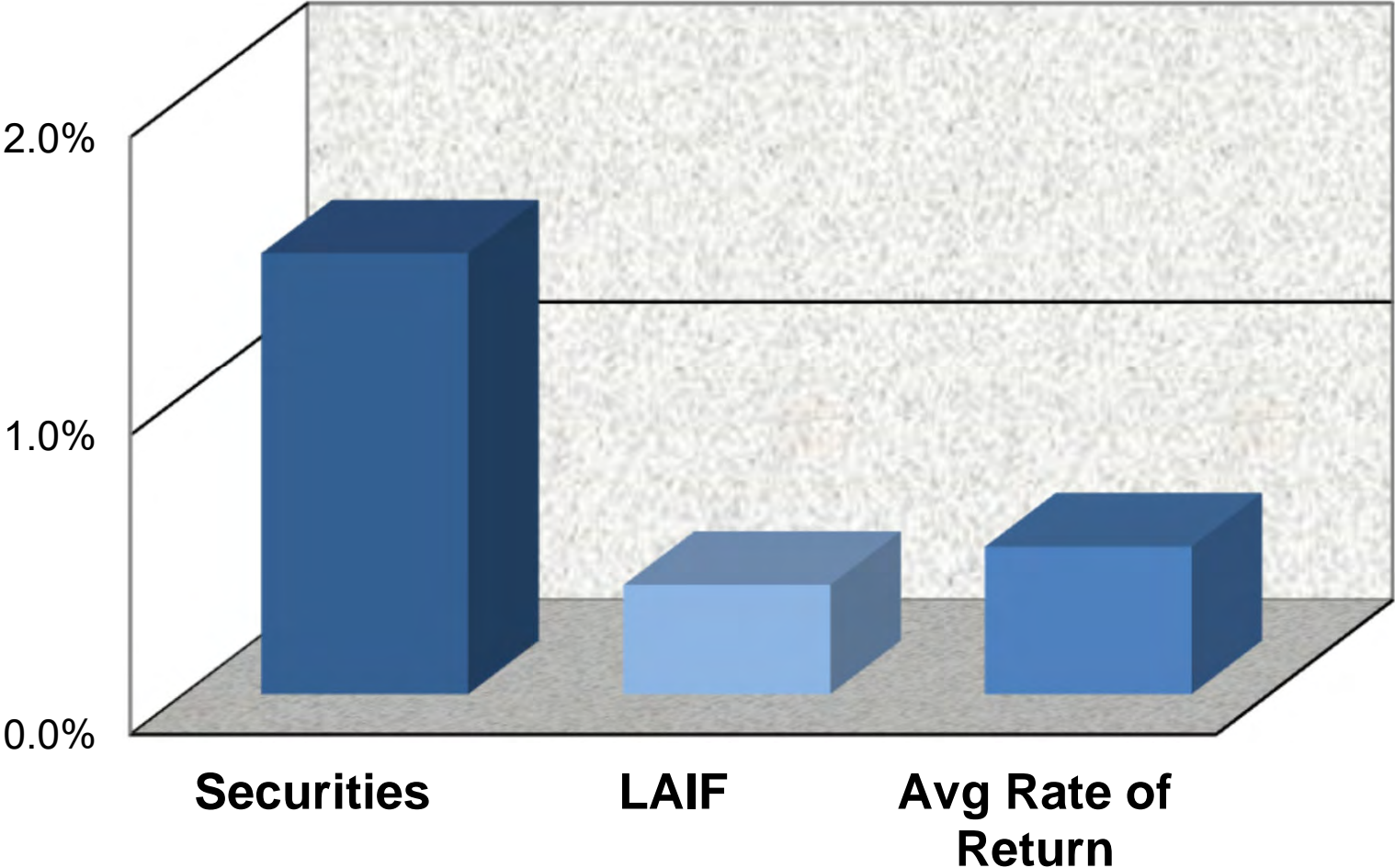
Key to Security Type:

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

Key to Dealers:

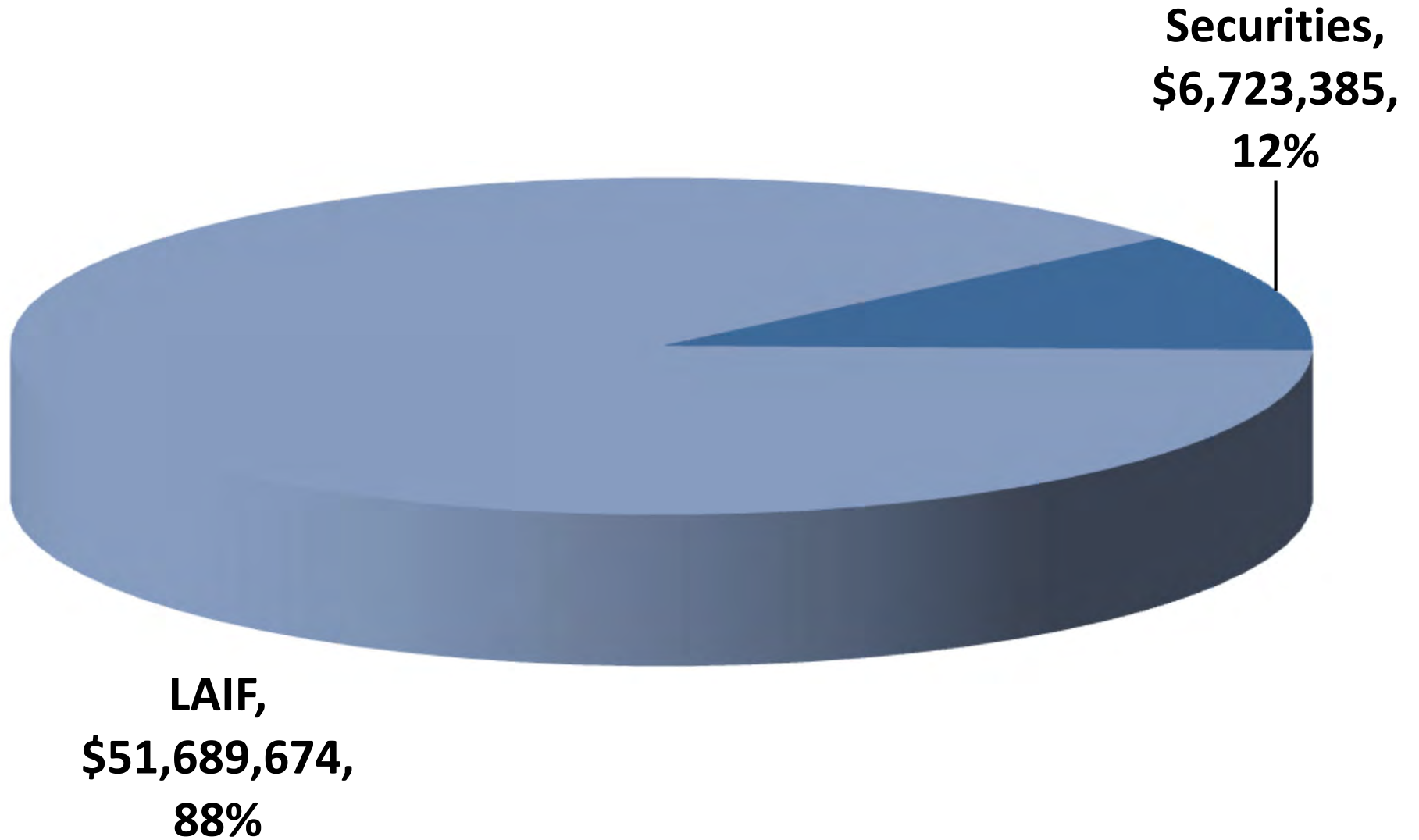
FCS	= FinaCorp Securities
MBS	= Multi-Bank Securities
MS	= Mutual Securities
RCB	= RBC Dain Rauscher
SA	= Securities America
TVI	= Time Value Investments
WMS	= Wedbush Morgan Securities

Interest Rate Analysis

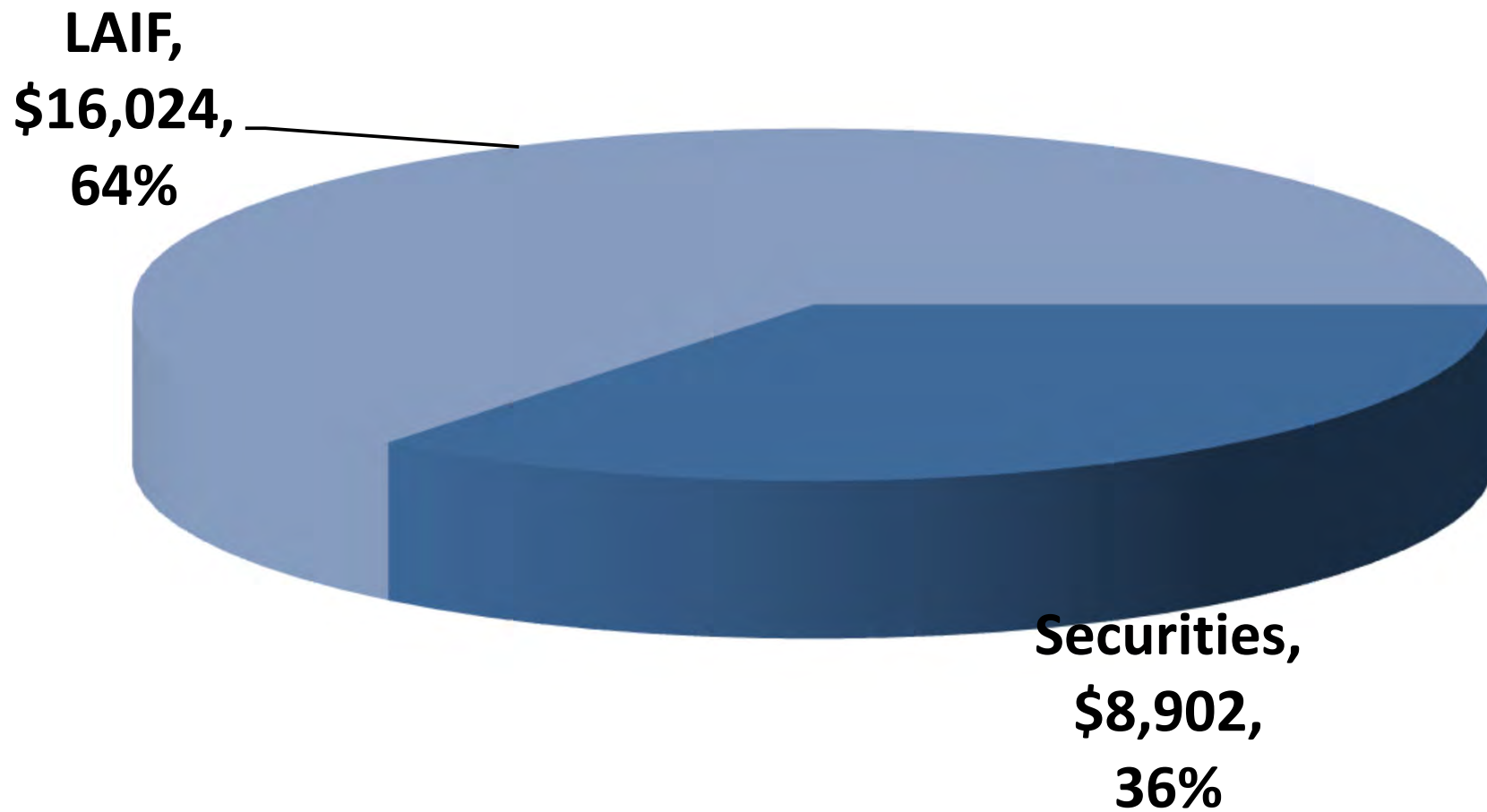


Investments

\$58,413,059



Interest
\$24,926



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COMMISSION MEMORANDUM NO. 2022.28

DATE: May 17, 2022

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. 2022-7 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 May 20, 2022 to June 21, 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 remains in place. 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, including:

- 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 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. 2022-7

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RESOLUTION NO. 2022-7

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 MAY 20, 2022 TO JUNE 21, 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 Omicron 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, 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 17th Day of May, 2022.

SANTA ANA WATERSHED PROJECT AUTHORITY

By:

Marco Tule, Chair

Attest:

Sara Villa, Clerk of the Board

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COMMISSION MEMORANDUM NO. 2022.29

DATE: May 17, 2022

TO: SAWPA Commission

SUBJECT: Middle Santa Ana River TMDL Task Force Agreement, Amendment No. 2

PREPARED BY: Rick Whetsel, Senior Watershed Manager

RECOMMENDATION

It is recommended that the Commission approve Amendment No. 2 to the Middle Santa Ana River Watershed Total Maximum Daily Load (TMDL) Task Force Agreement effectively extending the existing Task Force for an additional four and one-half years through June 2027.

DISCUSSION

Amendment No. 2 amends the existing Task Force Agreement to extend it for a four and one-half year term through June 2027. Otherwise, the amended agreement reflects the same functions and responsibilities, as well as the inclusion of all the same parties as the original Task Force Agreement.

The following agencies are the TMDL stakeholders:

- County of San Bernardino MS4 Program
- County of Riverside MS4 Program including the Cities of Corona, Eastvale, Jurupa Valley, Norco, and Riverside
- Cities of Claremont and Pomona
- Agricultural Operators in the Chino Basin within the Middle Santa Ana River Watershed.

SAWPA will continue its role as administrator for the Task Force, to provide all TMDL Task Force meeting organization and facilitation, administrative services, management of Task Force funds, annual reports of Task Force assets and expenditures, and hiring of Task Force authorized consultants.

The TMDL Task Force has reduced the overall implementation costs for some SAWPA member agencies' sub-agencies and regional partner agencies, such as cities located within Riverside and San Bernardino Counties, by combining implementation efforts and utilizing SAWPA staff that have the experience and expertise in managing and administering multi-agency task forces. Additional benefits to SAWPA include support in continuing its mission to improve regional water quality, continued partnership with the Santa Ana RWQCB in providing regional facilitation and support services, and additional studies and project plans in the Middle Santa Ana River Watershed that can be included as an additional component to OWOW Plan.

Since its formation, the Task Force has focused on the implementation tasks of the Pathogen TMDL for the various waterbodies of the MSAR, and has served as an effective forum for the TMDL compliance for all parties named as responsible TMDL parties by the Santa Ana Regional Board. The Task Force has conducted extensive water quality monitoring, and source analysis to evaluate bacteria indicators within these waterbodies. Through this monitoring and evaluation of sources, greater understanding of the necessary implementation actions to

achieve the TMDL has been attained. Further work is underway to assess the need to update these TMDLs to reflect the changes in the watershed land use, improved runoff calculations and application of the best science available in modeling and analysis to achieve compliance at both lakes in a cost effective and efficient manner.

BACKGROUND

In January 2006, at the request of stakeholders the SAWPA Commission authorized SAWPA to be administrator the Middle Santa Ana River (MSAR) Pathogen TMDL Task Force.

In May 2013, at the request of stakeholders, a second revised agreement was approved by the Commission authorized SAWPA to continue to serve as administrator for the MSAR TMDL Task Force.

In August 2017, at the request of stakeholders, an amendment to the agreement was approved by the Commission authorizing SAWPA to continue to serve as administrator for the MSAR TMDL Task Force as stakeholders continued their efforts to address the MSAR TMDLs.

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.
- Clear upfront criteria and terms for completing or transitioning efforts that have been successfully established or completed.
- Adequate professional staff and resources to effectively provide facilitation, management, administrative and technical support to collaborative work efforts.

RESOURCE IMPACTS

The TMDL Task Force Agreement provides funding for SAWPA administrative services. All staff contract administration time for this contract will be taken from the TMDL budget, funded by the TMDL stakeholders, and administered under Fund No. 384-01, Chino TMDL Facilitation defined in the SAWPA Budget.

Attachments:

1. PowerPoint Presentation
2. Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force
3. Agreement to Form the Middle Santa Ana River TMDL Task Force – December 1, 2012

Middle Santa Ana River Watershed Bacteria TMDL Task Force

Amendment #2 to Task Force Agreement

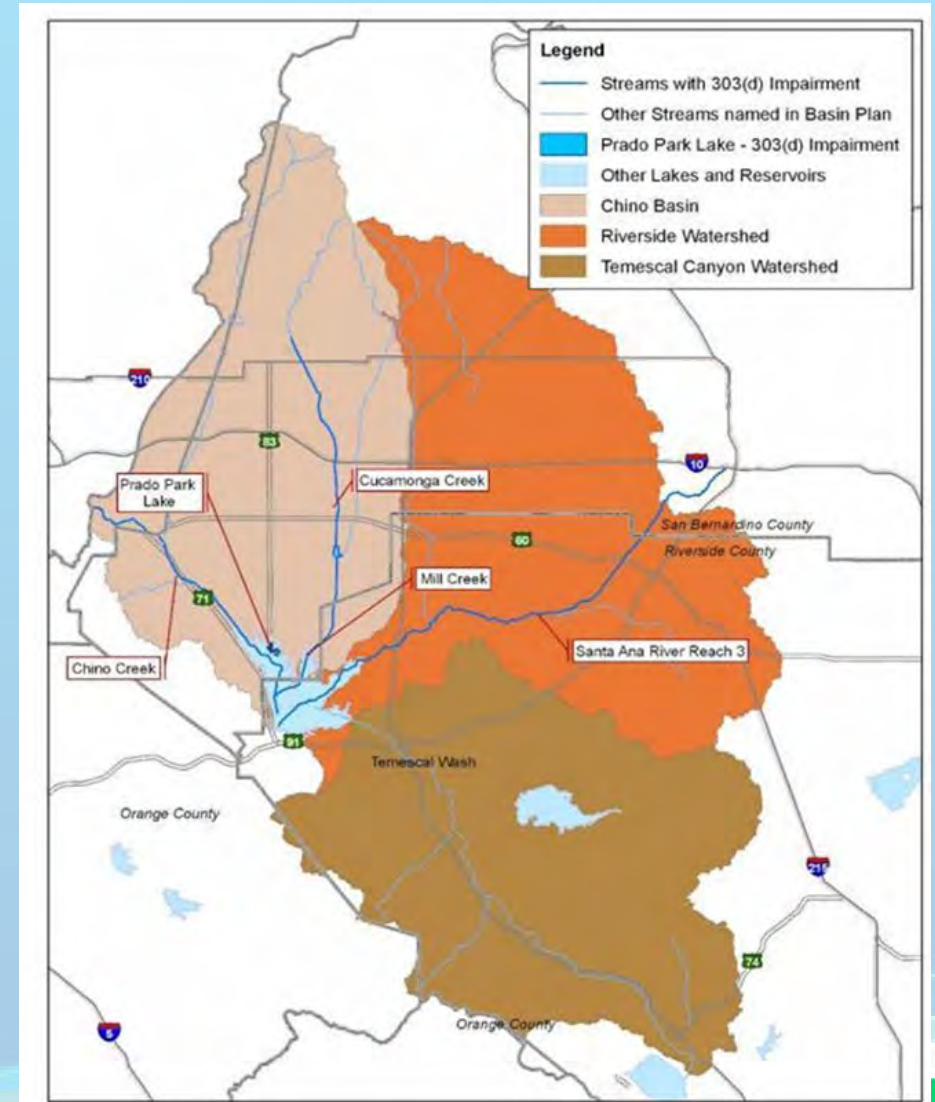
**Rick Whetsel, Senior Watershed Manager
SAWPA Commission | May 17, 2022
Item No. 6.A.**

Recommendation

It is recommended that the Commission approve Amendment No. 2 to the Middle Santa Ana River Watershed Total Maximum Daily Load (TMDL) Task Force Agreement effectively extending the existing Task Force for an additional four and one-half years through June 2027.

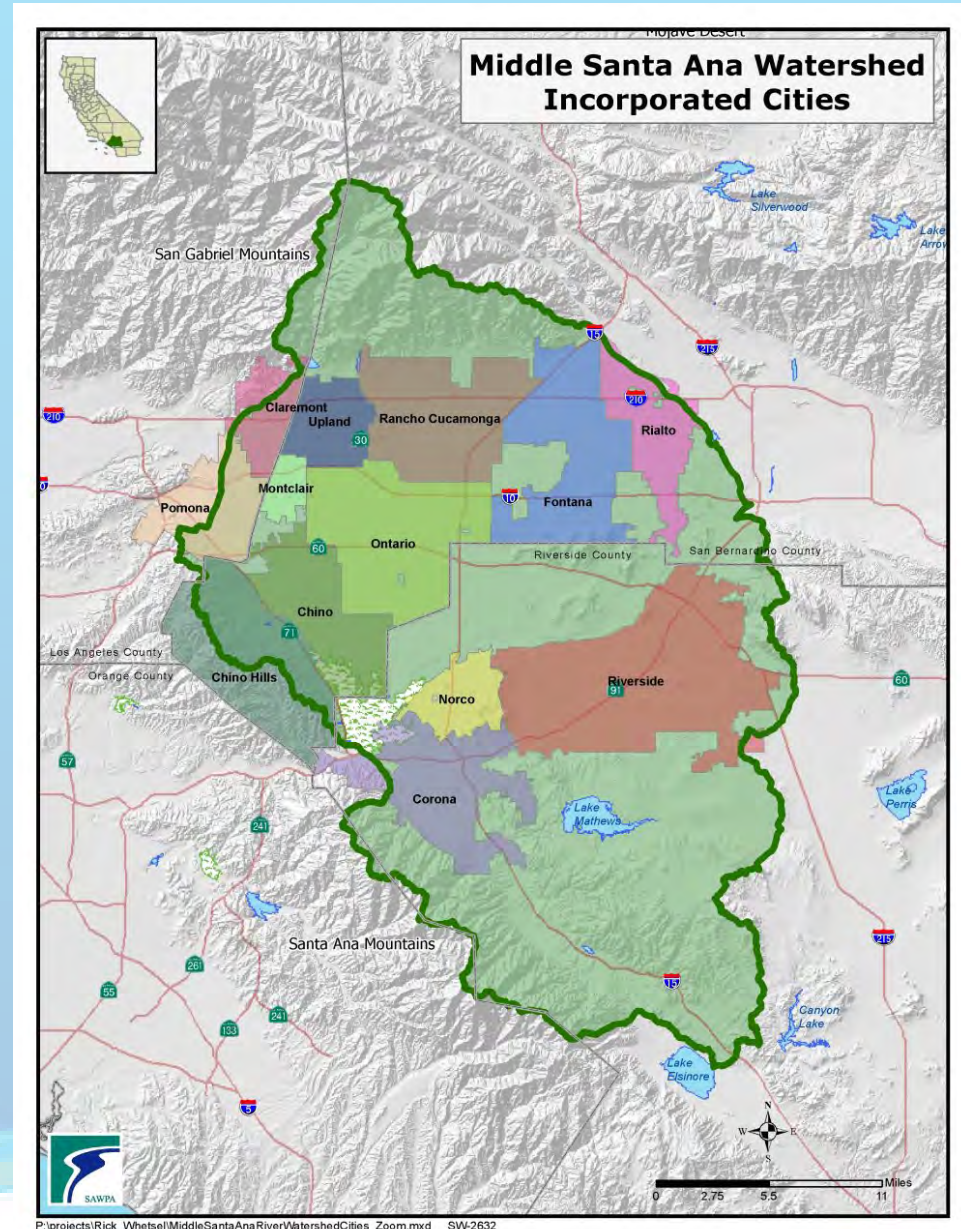
MSAR TMDL

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



TMDL Task Force

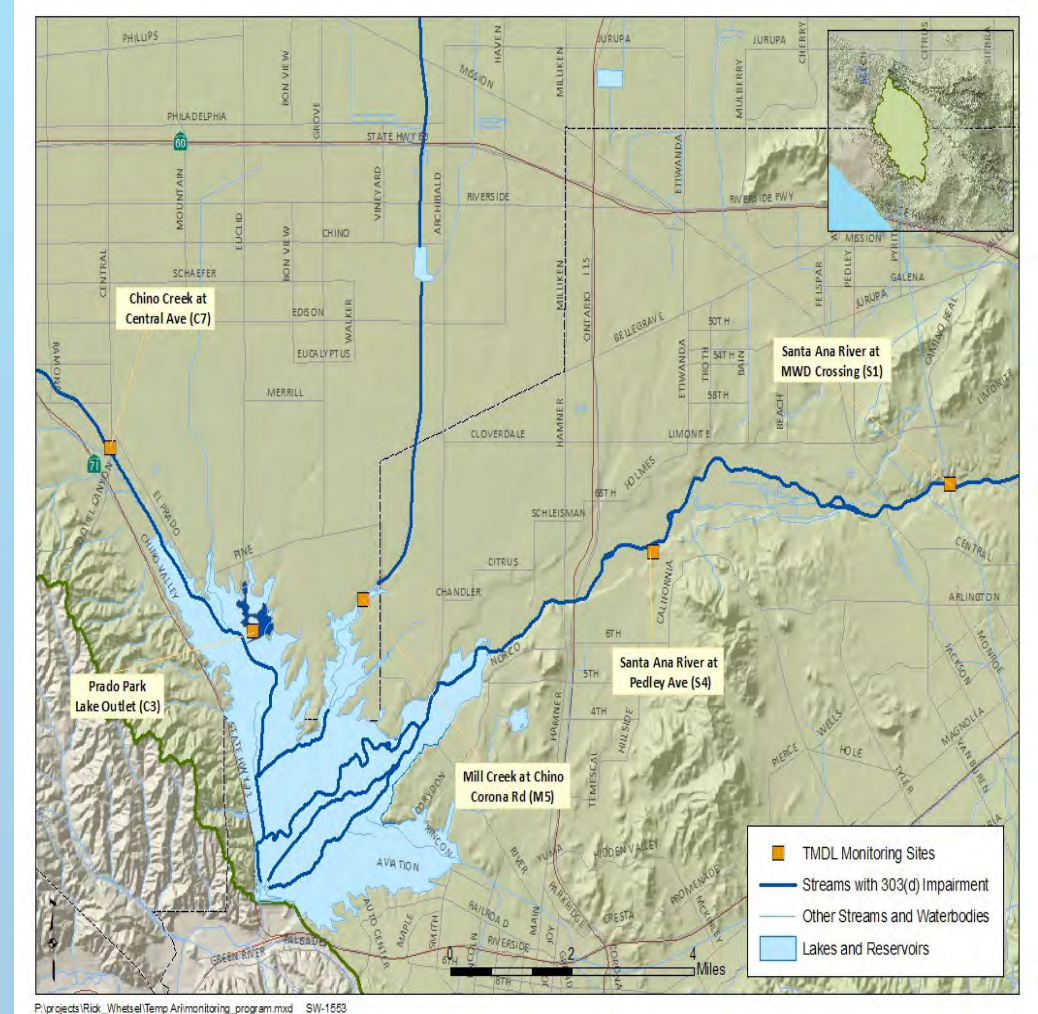
- August 2005, Task Force formed
- Stakeholders :
 - County of San Bernardino
 - County of Riverside
 - Cities of Chino, Chino Hills, Claremont, Corona, Eastvale, Fontana, Jurupa Valley, Montclair, Norco, Ontario, Pomona, Rancho Cucamonga, Rialto, Riverside, and Upland
 - Agricultural Operators within the Chino Basin represented by Chino Basin Watermaster Agricultural Pool
 - UC Riverside



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TMDL Compliance Monitoring & Reporting

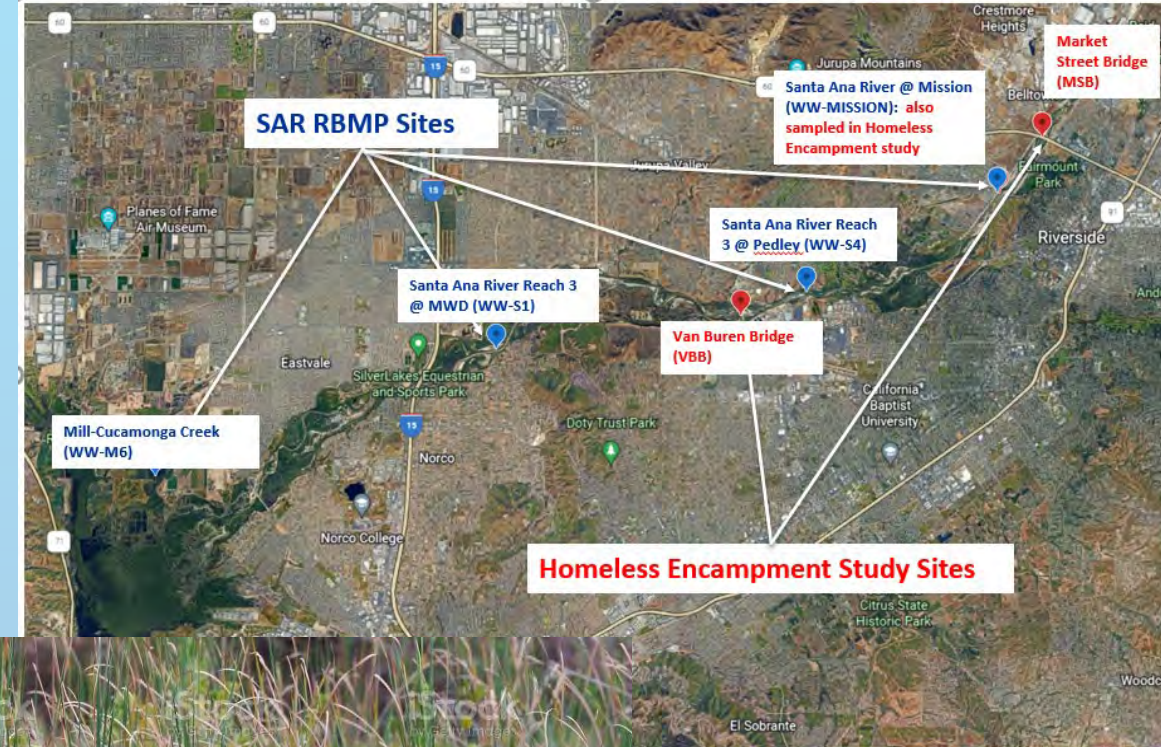
- Watershed-Wide Monitoring Program to measure compliance with numeric TMDL targets
- Conducted as part of the SAR Regional Bacteria Monitoring program (since 2016)
- Five comprehensive monitoring sites (priority 2)
- Dry and Wet season monitoring
 - Laboratory: E. coli, enterococci, and total suspended solids (TSS)
 - Field: temperature, dissolved oxygen, conductivity, turbidity, and pH
- 2023 Triennial Report



Source Evaluation

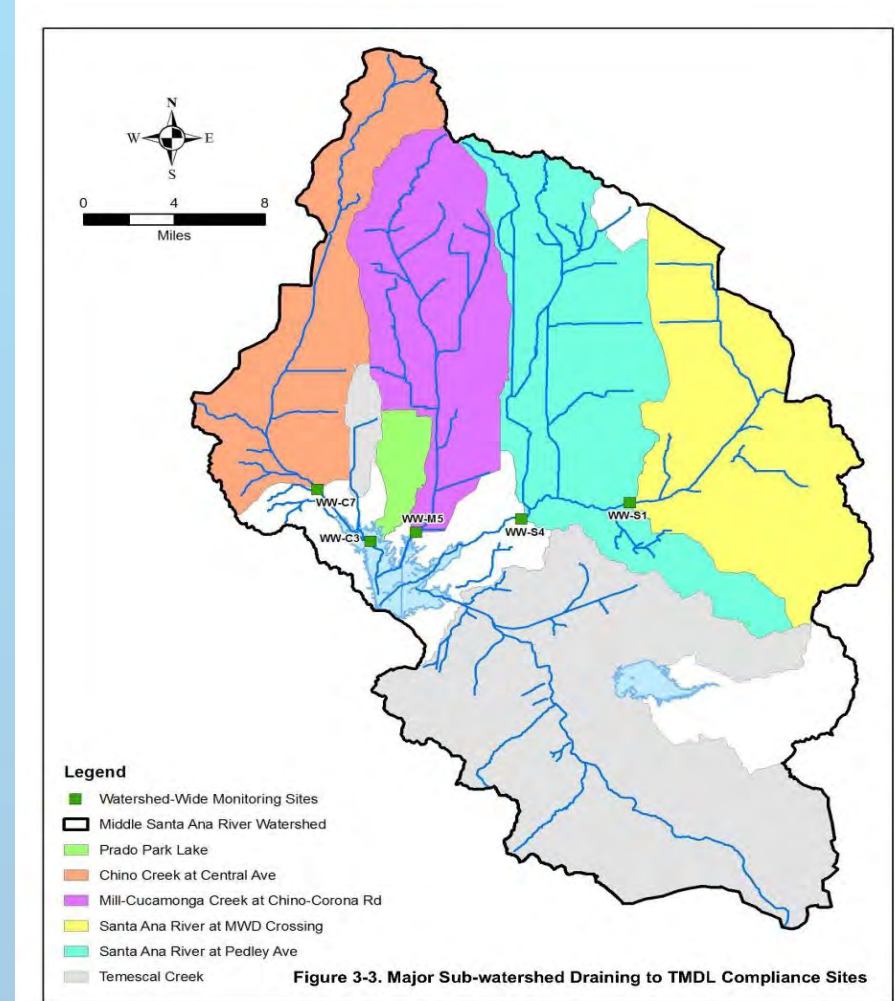
2022-23 Pig Marker Monitoring

- Goal: further understand feral pigs as an uncontrollable bacteria source and relationship to general indicator bacteria.
- Pig qPCR testing using Pig2Bac bacteria marker
- 10 dry weather events (up to 48 samples)
- Four sampling locations:
 - Santa Ana River @ Mission
 - Santa Ana River Reach 3 @Pedley
 - Santa Ana River Reach 3 @MWD
 - Mill-Cucamonga Creek
- Budget: \$27,900



Support Implementation of Comprehensive Bacteria Reduction Plans

- February 2012 Regional Board adopted Comprehensive Bacteria Reduction Plans (CBRP) for Riverside and San Bernardino Counties
- Plans designed to achieve compliance with dry weather wasteload allocations for bacterial indicators established by the TMDL.
- Requires dischargers source evaluation of and implementation of BMPs



SAWPA's Role

- SAWPA staff serves as administrator and is reimbursed for its time expended by Task Force participants.
 - Organizing and facilitating Task Force meetings
 - Clerical, and administrative services
 - Oversee Task Force Agreement
 - Prepare annual budgets, invoices
 - Manage and report on stakeholder funds
 - Act as contracting party and contract administrator
 - Explore grant funding opportunities
 - Coordinate with other agencies
 - Communicate with Regional Board



Recommendation

It is recommended that the Commission approve Amendment No. 2 to the Middle Santa Ana River Watershed Total Maximum Daily Load (TMDL) Task Force Agreement effectively extending the existing Task Force for an additional four and one-half years through June 2027.

Questions?

**AMENDMENT NO. 2
TO THE AGREEMENT TO FORM THE
MIDDLE SANTA ANA RIVER
TMDL TASK FORCE**

Pursuant to Section V – ‘Term of the Agreement’ of that specific AGREEMENT entitled, “Agreement to Form the Middle Santa Ana River TMDL Task Force” (“Task Force Agreement”), dated December 1, 2012; and

Whereas this Task Force Agreement had been prepared for a five-year term and subsequently extended for an additional five-year term and therefore is set to expire on the date of December 31, 2022.

Therefore, the TASK FORCE AGENCIES as named in the Agreement (Exhibit A) **hereby agree to the following change:**

- I. Extend the term of the Task Force Agreement for four and one-half years, to **June 30, 2027.**

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Agreement to Form the Middle Santa Ana River TMDL Task Force (Exhibit A) shall continue in full force and effect.

This Amendment No. 2 may be executed in original counterparts, which together shall constitute a single Agreement document.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)

BY _____
Jeffery J. Mosher, General Manager Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
County Counsel

ATTEST:

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

**RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT**

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

ATTEST:

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

COUNTY OF RIVERSIDE

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

ATTEST:

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

CITY OF CORONA

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By _____
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

CITY OF RIVERSIDE

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM _____ ATTEST:

By: _____
Deputy City Attorney

By _____
City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

CITY OF NORCO

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

CITY OF EASTVALE

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

CITY OF JURUPA VALLEY

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

CITY OF CLAREMONT

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

CITY OF POMONA

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Legal Counsel

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Middle Santa Ana River TMDL Task Force**, on the dates set forth below.

CHINO BASIN AGRICULTURAL OPERATORS (represented by CHINO BASIN WATERMASTER)

Approved:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

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**AGREEMENT TO FORM
THE MIDDLE SANTA ANA RIVER WATERSHED
TMDL TASK FORCE**

This Agreement, is made this **1st day of December, 2012**, between the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT ("SB FLOOD CONTROL"), the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("RIVERSIDE FLOOD CONTROL"), the CITY OF CORONA ("CORONA"), CITY OF NORCO ("NORCO"), CITY OF RIVERSIDE ("RIVERSIDE"), CITY OF EASTVALE ("EASTVALE"), CITY OF JURUPA VALLEY ("JURUPA VALLEY"), COUNTY OF RIVERSIDE, CITY OF CLAREMONT ("CLAREMONT"), CITY OF POMONA ("POMONA"), the SANTA ANA REGION REGIONAL WATER QUALITY CONTROL BOARD ("REGIONAL BOARD"), AGRICULTURAL OPERATORS (represented by CHINO BASIN WATERMASTER) and the SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA"). SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL, CITIES of RIVERSIDE, CORONA, NORCO, EASTVALE, JURUPA VALLEY, CLAREMONT and POMONA, COUNTY OF RIVERSIDE, REGIONAL BOARD and SAWPA are individually and collectively referred to herein as "PARTY" and "PARTIES" respectively.

RECITALS

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

A. SAWPA is a joint powers public agency, organized and existing pursuant to the laws of the State of California and that certain Joint Exercise of Powers Agreement ("JPA") dated January 1975, as amended, exercising powers common to its Member Agencies, which include Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District.

B. SAWPA's mission is to initiate and to assist its Member Agencies in cooperative programs and projects to improve and protect water quality, including planning, financing, and implementation; and to coordinate such programs and projects with federal, state, regional, and local agencies.

C. The Middle Santa Ana River Watershed (MSAR) is regulated by the REGIONAL BOARD, is within the Santa Ana River Watershed and within the jurisdictions of both the SB FLOOD CONTROL and RIVERSIDE FLOOD CONTROL.

D. The Reach 3 Santa Ana River Bacterial Indicator Total Maximum Daily Loads ("TMDL") for six MSAR Waterbodies were incorporated into the Water Quality Control Plan – Santa Ana River Basin ("BASIN PLAN") by Resolution No. R8-2005-0001, adopted by the "REGIONAL BOARD" on August 26, 2005.

E. The San Bernardino County Flood Control District, Orange County and Riverside County Flood Control and Water Conservation District formed the Storm Water Quality Standards Task Force ("Storm Water Task Force") to evaluate the REGIONAL BOARD's BASIN PLAN criteria for bacterial indicators and recreational beneficial use designations for waterbodies within the Santa Ana Watershed, including the MSAR.

F. The Storm Water Task Force has recommended several modifications to the BASIN PLAN including alternative bacterial quality indicators and modifications to recreational beneficial use designations. These recommendations were approved by the Santa Ana Regional Board on June 15, 2012. The State Water Resource Control Board, Office of Administrative Law and U.S. Environmental Protection Agency have yet to review and approve the amendment. Adoption of these regulations will directly affect the implementation of the TMDL.

G. Coordinating TMDL Implementation Plan tasks contained within Chapter 5 of the Basin Plan with the work of the Storm Water Task Force will benefit the public by ensuring that beneficial uses of the Santa Ana River are protected appropriately and ensuring efficient use of government resources.

H. The TMDL identifies the County of San Bernardino, the County of Riverside, the Cities of Ontario, Chino, Chino Hills, Montclair, Rancho Cucamonga, Upland, Rialto, Fontana, Norco, Riverside, Corona, Pomona and Claremont and agricultural operators, including confined animal and feeding operations ("CAFOs") as dischargers who must comply with the TMDL requirements (hereinafter "DISCHARGERS"). The Cities of Eastvale and Jurupa Valley incorporated after the adoption of the TMDL. The cities of Eastvale and Jurupa Valley within the County of Riverside have incorporated since the adoption of the TMDL and the Riverside County MS4 Permit. The Cities of Eastvale and Jurupa Valley have submitted Letters of Intent dated March 27, 2012 and December 21, 2011, respectively, to the Regional Board indicating their intent to comply with the Riverside County MS4 Permit requirements, including applicable TMDL requirements. They are herein also considered DISCHARGERS for the purposes of this Agreement.

I. Both SB FLOOD CONTROL and RIVERSIDE FLOOD CONTROL serve as Principal Permittees for the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permits ("MS4 Permit") issued to their respective counties and cities within the Santa Ana Watershed by the REGIONAL BOARD. The San Bernardino County MS4 Permit (Board Order No. R8-2010-0036) and the Riverside County MS4 Permit (Board Order No. R8-2010-0033) are subject to revision based on studies and plans developed in compliance with the TMDL.

J. The COUNTY OF RIVERSIDE and CITIES OF RIVERSIDE, CORONA and NORCO are Co-Permittees to the Riverside County MS4 Permit. The County of San Bernardino and the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto and Upland are Co-Permittees to the San Bernardino County MS4 Permit. The Cities of Claremont and Pomona are Co-Permittees to the Los Angeles County MS4 Permit (Board Order R4-2006-0074). The cities of Eastvale and Jurupa Valley within the County of Riverside incorporated after the adoption of the Riverside County MS4 Permit. The Cities of Eastvale and Jurupa Valley have submitted Letters of Intent dated March 27, 2012 and December 21, 2011, respectively, to the Regional Board indicating their intent to comply with the Riverside County MS4 and are herein considered Co-Permittees to the Riverside County MS4 Permit.

K. In the interest of ensuring that TMDL Implementation Plan compliance requirements are met, SB FLOOD CONTROL, as Principal Permittee for its respective NPDES MS4 Permit, and on behalf of its NPDES MS4 Permit Co-Permittees named individually and/or jointly in the TMDL under Resolution No. R8-2005-0001; and RIVERSIDE FLOOD CONTROL, the CITY OF RIVERSIDE, NORCO, CORONA, EASTVALE, JURUPA VALLEY the COUNTY OF RIVERSIDE, SAWPA, CITY OF CLAREMONT AND THE CITY OF POMONA, AGRICULTURAL OPERATORS, and REGIONAL BOARD have hereby agreed to enter into a cooperative agreement to form a task force ("TMDL TASK FORCE") to coordinate certain tasks identified in the TMDL Implementation Plan with the work of the Storm Water Task Force.

L. The participation of the Parties in this Agreement and the TMDL TASK FORCE is voluntary and for the mutual benefit of the Parties as a means of achieving the water quality goals set forth in the TMDL. Nothing contained in this Agreement shall be interpreted as an admission of liability or acceptance of responsibility for any tasks not explicitly assigned to the Parties or an individual Party by this Agreement, or an admission of liability or acceptance of responsibility for compliance with the TMDL.

M. The remaining DISCHARGERS identified in Recital H above which are not PARTIES to this Agreement may join this TMDL TASK FORCE at a later date. Pro Rata Cost shares for non-PARTY DISCHARGERS will be calculated as part of each Budget. Because those non-PARTY DISCHARGERS have not yet agreed to participate in the TMDL TASK FORCE, certain TMDL Implementation Plan requirements will not receive the full resources and funding contemplated by the REGIONAL BOARD at the time of the TMDL adoption.

N. The REGIONAL BOARD is appointed as a non-voting, non-funding PARTY of the TMDL TASK FORCE. As a non-voting, non-funding PARTY, the REGIONAL BOARD is authorized only to make recommendations upon the functioning of this TMDL TASK FORCE and the development of this program. The REGIONAL BOARD retains authority to regulate the TASK FORCE PARTIES to the extent that they are so authorized under state or federal law and do not relinquish any existing authority or responsibility as a result of participation in this Agreement.

O. In exchange for taking the lead in implementing the TMDL Implementation Plan through the TMDL TASK FORCE, the REGIONAL BOARD has agreed to work with TMDL TASK FORCE members to determine priorities and modified schedules necessary to accommodate the TMDL Implementation Task requirements within available and reasonable budgets and to ensure that TMDL Implementation Plan requirements are coordinated to the maximum extent practicable with the Storm Water Task Force work. The TMDL TASK FORCE and REGIONAL BOARD will take into consideration those DISCHARGERS that are PARTIES to this AGREEMENT in determining appropriate priorities and schedules for the TMDL TASK FORCE work.

P. It is expected that revisions to the BASIN PLAN proposed by the Storm Water Task Force may result in new or modified Recreational Beneficial Uses and Water Quality Objectives for stream segments regulated by the TMDL, including Reach 3 of the Santa Ana River, Cucamonga Creek and Chino Creek. If attainment of Water Quality Objectives, and thereby Beneficial Uses in Reach 3 of the Santa Ana River, Cucamonga Creek, or Chino Creek is achieved as a result of the Storm Water Task Force effort, BMPs implemented by watershed stakeholders, or other conditions that result in attainment of such Beneficial Uses, the PARTIES to this Agreement shall evaluate the continued need to evaluate and monitor those waterbodies under this Agreement. Removal of waterbodies from such evaluation and monitoring may also release such PARTIES to this Agreement from future participation in the TMDL TASK FORCE if those participants are no longer tributary to remaining impaired waterbodies identified in the TMDL.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I - Delegation of Responsibilities

- A. The PARTIES shall:
1. Jointly participate in the TMDL TASK FORCE, providing technical guidance and input to TMDL TASK FORCE tasks.
 2. Review and comment on draft and final draft deliverables and reports.
 3. Provide the TMDL TASK FORCE Administrator with information needed to satisfy the study and reporting requirements described in the TMDL Implementation Plan or other work of the TMDL Task Force.
 4. Provide the TMDL TASK FORCE Administrator with staff support and resources to assist in completing work of the TMDL TASK FORCE, as required and as agreed to by PARTIES.
- B. LOS ANGELES COUNTY PERMITTEES.
1. The City of Claremont and the City of Pomona shall participate as normal members of the TMDL TASK FORCE under Section 1.A, however, pursuant to Recital L., above, the participation of the Parties in this Agreement and the TMDL TASK FORCE is voluntary and for the mutual benefit of the Parties as a means of achieving the water quality goals set forth in the TMDL. Nothing contained in this Agreement shall be interpreted as an admission of liability or acceptance of responsibility for any tasks not explicitly assigned to the Parties or an individual Party by this Agreement, or an admission of liability or acceptance of responsibility for compliance with the TMDL.

2. The City of Claremont expressly reserves the right to withdraw from this Agreement and the Task Force at any time, for any reason, with appropriate notice as set forth in section VII.A., below.
3. Notwithstanding the requirements of Section VII, the City expressly reserves the right to withdraw from this Agreement and the Task Force upon thirty (30) days notice to the Parties in the event that the Los Angeles Regional Water Quality Control Board imposes requirements on the City of Claremont that contradict or render moot any Work of the Task Force as defined in Section II, below, or that would significantly increase the cost to the City of implementing any Work of the Task Force as defined in Section II, below.

C. SAWPA shall:

Function as the TMDL TASK FORCE Administrator and shall:

1. Organize and facilitate TMDL TASK FORCE meetings.
2. Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members.
3. Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures.
4. Act as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors, and other entities.
5. Seek funding grants to assist with achieving the work of the TMDL TASK FORCE and other goals and objectives of the TMDL TASK FORCE.
6. Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
7. Prepare quarterly and annual reports, as required by the TMDL Implementation Plan or as requested by the TMDL Task Force, and submit them as required by the TMDL Implementation Plan or as requested by the TMDL Task Force on behalf of the TMDL TASK FORCE.
8. Provide TMDL TASK FORCE members an opportunity to comment and approve any reports or other work product developed.
9. Coordinate and facilitate the addition of other DISCHARGERS to the TMDL TASK FORCE.

D. REGIONAL BOARD shall:

1. Function as an advisory member without financial obligation to the TMDL TASK FORCE, which may seek REGIONAL BOARD advice, input and support.
2. Work with the TMDL TASK FORCE to determine appropriate priorities and schedules for TMDL Implementation Plan tasks based on available resources and TMDL Implementation Plan DISCHARGER participation.

SECTION II – Work of the TASK FORCE

A. The TMDL TASK FORCE shall retain consulting services and provide staff support as necessary to review scientific and other assumptions contained within the TMDL, and perform other work as necessary to complete the tasks described below:

1. Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula, and Funding Sources.
2. TMDL Implementation Task 3 –Implement, Report and Update a Watershed-Wide Bacterial Indicator Water Quality Monitoring Program.
3. TMDL Implementation Task 4 –Implement, Report and Update Bacterial Indicator Urban Source Evaluation Activities as authorized by the Task Force.
4. Undertake such other plans, programs, and studies as authorized by the TMDL TASK FORCE.
5. Develop and approve an annual workplan and budget (hereinafter “BUDGET”) prior to December 31st of each year.

SECTION III – Budget

A. Each annual BUDGET shall be adopted by a majority vote of the TMDL TASK FORCE and ratified by a majority of the PARTIES prior to January 31st of each year during which this Agreement remains in force. Each such approved annual BUDGET shall take effect during the next fiscal year following the adoption of that BUDGET, commencing on July 1st of each year and continuing through June 30th of the following year.

B. Each annual BUDGET shall not exceed a total of Three Hundred Thousand Dollars (\$300,000.00), excluding the value of in-kind services and aggregate grant funding, unless a majority of the PARTIES vote to authorize an amount in excess of the \$300,000.00 cap for any one proposed annual BUDGET.

C. The TMDL TASK FORCE Administrator shall prepare and submit a written proposed annual BUDGET for the subsequent fiscal year to the TMDL TASK FORCE and thereafter to the PARTIES prior to November 30th. The proposed BUDGET prepared by the TMDL TASK FORCE Administrator shall include a line-item explanation of proposed expenditures and anticipated costs for the subsequent fiscal year, according to the scope of work developed by the TMDL TASK FORCE for that fiscal year.

D. The TMDL TASK FORCE Administrator shall prepare and submit pro rata cost share invoices to each PARTY based on the approved annual BUDGET and the methodology described in Section IV of the Agreement prior to the date of July 1 in the fiscal year which the BUDGET takes effect.

E. Each of the PARTIES shall pay a pro rata cost share of each annual budget, based on the TMDL TASK FORCE Administrator’s pro rata cost share invoice, and which amount and any amount in arrears shall be due and payable to the TMDL TASK FORCE Administrator prior to the date of August 31st in the fiscal year for which it is due.

F. The BUDGET for the fiscal year 2012-2013 is attached hereto as Exhibit "A" and incorporated herein by this reference. Approval of this Agreement shall constitute approval of the BUDGET for fiscal year 2012-2013. Each of the PARTIES shall pay its pro-rata cost share of the BUDGET for fiscal year 2012-2013, as calculated in Section IV of this Agreement within 30 days of its approval of this Agreement. Pro rata cost shares for fiscal year 2012-2013 are attached hereto as Exhibit "A".

G. The TMDL TASK FORCE Administrator shall endeavor to minimize carry-over fund balances to those necessary to complete work of the TMDL TASK FORCE and shall limit contingencies to those necessary to ensure work of the TMDL TASK FORCE is not impeded. Excess not necessary to complete budgeted work of the TMDL TASK FORCE or maintain adequate reserves shall be credited back to the PARTIES in the BUDGET consistent with the pro rata cost share methodology described in Section IV below within 60 days after the accounting provided. The PARTIES shall agree to a reasonable reserve balance as part of each year's BUDGET.

H. After September 30 of each year, the TMDL TASK FORCE Administrator shall provide an accounting of all pro rata cost shares collected via cash or in-kind contributions collected per Section IV below. If pro rata cost shares collected are less than BUDGET, the TMDL TASK FORCE shall meet with Regional Board staff to determine appropriate priorities for scheduled TMDL TASK FORCE work and revise BUDGET based on available funds. The TMDL TASK FORCE and REGIONAL BOARD should take into account which DISCHARGERS are PARTIES to this AGREEMENT in determining appropriate priorities and schedules for the TMDL TASK FORCE.

Section IV – Pro Rata Cost Shares

The pro rata cost shares to fund the BUDGET shall be calculated as follows:

A. TMDL TASK FORCE administrative costs to develop plans and reports required under Tasks 3 and 4 (see Exhibit "A") shall be shared equally by the DISCHARGERS.

B. Pro rata cost shares assigned to DISCHARGERS who are not PARTIES to this Agreement shall be considered unfunded portions of the BUDGET and be addressed per Section III.H of this Agreement.

C. In addition, in the event that the TMDL TASK FORCE requires the services of a consultant or consultants to prepare manuals, develop programs, or perform studies relevant to the TMDL TASK FORCE work, the costs of said consultant services will be shared by the PARTIES, in such a manner as approved by the PARTIES. Each PARTY may choose to provide in-kind services in lieu of cash payment, if acceptable to the PARTIES. The value of the in-kind services shall be determined by TMDL TASK FORCE Administrator based on the approved BUDGET.

SECTION V – Term of the Agreement

This Agreement shall become effective on the date the last PARTY of the TMDL TASK FORCE executes it or December 1, 2012 (whichever occurs later). The term of the Agreement shall be for five (5) years unless terminated by a PARTY as provided in Section VII below. This Agreement may be renewed or extended for an additional term(s) in up to 5-year increments by written mutual consent of the PARTIES.

SECTION VI – Additional Parties

Any agency, entity or person recognized by the TMDL TASK FORCE as a DISCHARGER responsible for TMDL Implementation Plan Tasks 3 or 4 may be added as a PARTY to this Agreement by a written amendment signed by all of the current PARTIES.

SECTION VII – Withdrawal

A. Any PARTY may withdraw from the TASK FORCE effective 60 days after giving written notice to TASK FORCE Administrator. The withdrawing PARTY shall not be entitled to a refund of any unspent contribution that that PARTY made toward the current, future or preceding BUDGET. The withdrawing PARTY shall be responsible for all lawfully assessed penalties as a consequence of that PARTY's withdrawal from the TASK FORCE. The costs allocations to the remaining PARTIES will be recalculated in the following BUDGET year.

B. As a non-voting, non-funding PARTY of the TASK FORCE, the REGIONAL BOARD may withdraw from the TASK FORCE effective 30 days after giving written notice to the TASK FORCE Administrator. Notwithstanding withdrawal from the TASK FORCE, at all times, the REGIONAL BOARD retains authority to regulate TASK FORCE PARTIES only to the extent that they are so authorized under state and federal law and do not relinquish any existing authority or responsibility as a result of non-participation as a TASK FORCE PARTY under this Agreement.

C. Notwithstanding the foregoing, any PARTY may withdraw from the TMDL TASK FORCE upon 60 days written notice in the event that all waterbodies to which it is tributary are delisted from the Clean Water Act 303(d) List of Water Quality Limited Segments ("303(d) List") or otherwise removed from the Middle Santa Ana River Pathogen TMDL Implementation Plan requirements via Basin Plan Amendment. Upon providing such notice to the TMDL TASK FORCE Administrator, the PARTY or PARTIES shall no longer be responsible for paying a pro rata share of the BUDGET until and unless a waterbody or waterbodies to which it is tributary is added to the 303(d) List for impairment of Recreational Beneficial Uses via pathogen indicators. Within 60 days of receiving notice of the withdrawal pursuant to this sub-paragraph B, the TMDL TASK FORCE Administrator shall provide the withdrawing PARTY with an accounting of the funds allocated for evaluation or monitoring of the delisted or otherwise removed waterbody or waterbodies, which are no longer needed by reason of such delisting, and shall credit any unused excess to the withdrawing PARTY on a pro rata cost share basis.

SECTION VIII – Non-compliance with TMDL Requirements

Any PARTY found in non-compliance by the REGIONAL BOARD with conditions of the TMDL within its jurisdictional boundaries shall be solely liable for any enforcement actions and assessed penalties.

SECTION IX – Amendments to this Agreement

This AGREEMENT may be amended in writing signed by all of the PARTIES.

SECTION X – Authorized Signatories

Except for Agreements and documents authorized by the TMDL TASK FORCE to be signed by the TMDL TASK FORCE Administrator, the General Manager-Chief Engineer of the RIVERSIDE FLOOD CONTROL and the Flood Control Engineer of SB FLOOD CONTROL, the Chief Executive Officers of the COUNTY OF RIVERSIDE, and the City Managers of the CITIES OF CORONA, NORCO, EASTVALE, JURUPA VALLEY, RIVERSIDE, AGRICULTURAL OPERATORS CLAREMONT and POMONA are hereby authorized to execute all documents related to this TMDL TASK FORCE. The aforementioned authorized signatories may also designate in writing alternative representatives to sign such documents.

SECTION XI – Notices

All notices shall be deemed effective when personally delivered or five (5) days after deposit in the U.S. Mail, postage prepaid.

Any notices sent or required to be sent to any PARTY shall be mailed to the following addresses:

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
825 East Third Street
San Bernardino, CA 92415

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

CITY OF CORONA
400 S. Vicentia Avenue
Corona, CA 92882

CITY OF NORCO
2870 Clark Avenue
Norco, CA 91760

CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522

COUNTY OF RIVERSIDE
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CITY OF EASTVALE
12363 Limonite Ave., Ste. 910
Eastvale, CA 91752

CITY OF JURUPA VALLEY
8304 Limonite Ave., Ste. M
Jurupa Valley, CA

CITY OF CLAREMONT
207 Harvard Avenue
Claremont, CA 91711

CITY OF POMONA
505 S. Garey Avenue
Pomona, CA 91766

AGRICULTURAL OPERATORS
Chino Basin Watermaster Agricultural Pool
13545 South Euclid, Unit B
Ontario, CA 91762

SANTA ANA REGION REGIONAL WATER QUALITY CONTROL BOARD
3737 Main Street, Suite 500
Riverside, CA 92501

SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue
Riverside, CA 92503

SECTION XII – Governing Law

This Agreement will be governed and construed in accordance with the laws of the State of California. If any provision or provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

SECTION XIII – Consent to Waiver or Breach

No term or provision hereof shall be deemed waived and no breach excused, unless a waiver or breach is consented to in writing and signed by the other PARTIES. Consent by the PARTIES to a waiver or breach by any other PARTY shall not constitute consent to any different or subsequent waiver or breach.

SECTION XIV – Execution in Counterparts

This Agreement may be executed and delivered in any number of counterparts or copies ("counterpart") by the PARTIES hereto. When each PARTY has signed and delivered at least one counterpart to the other PARTIES hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the PARTIES hereto.

SECTION XV – Deliverables

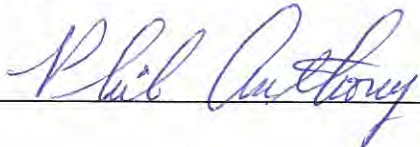
All work, documents or things produced, including originals prepared by anyone in connection with, or pertaining to, the work under this Agreement shall become the property in whole and in part of all PARTIES, jointly and severally.

SECTION XVI – Indemnification

Each PARTY agrees to indemnify, defend, and hold harmless the remaining PARTIES, including their special districts, officials, agents, officers and employees from and against any and all liabilities, claims, expenses, damages, fines, penalties arising from any act or omission of the indemnifying PARTY, its officials, agents, officers, and employees, in connection with this Agreement, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

SANTA ANA WATERSHED PROJECT AUTHORITY

BY 

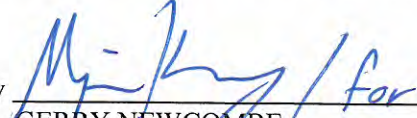
TITLE _____


DATE _____

Signature pages for parties named on page 1 of this Agreement to be attached and signed in counterpart.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT


RECOMMENDED FOR APPROVAL:

By 
GERRY NEWCOMBE
Director, Flood Control District

By 
JANICE RUTHERFORD, Chairman
Board of Directors of the San Bernardino
County Flood Control District

APPROVED AS TO FORM:

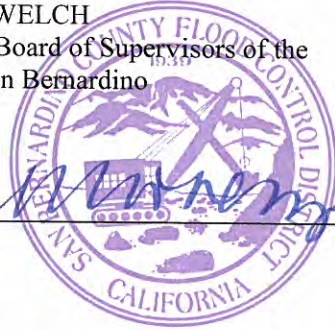
JEAN-RENE BASLE
County Counsel

By 
MITCHELL NORTON
Deputy County Counsel

ATTEST:


LAURA H. WELCH
Clerk of the Board of Supervisors of the
County of San Bernardino

By 
Deputy

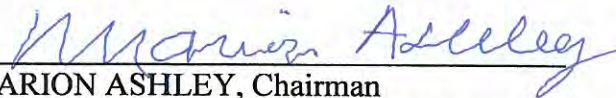


(SEAL)

RECOMMENDED FOR APPROVAL:

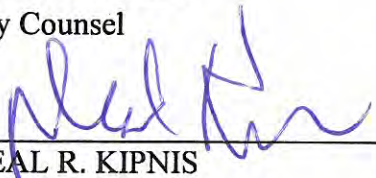
By 
For WARREN D. WILLIAMS
General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

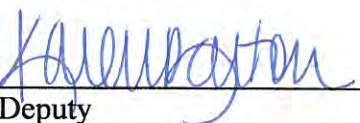
APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By 
NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

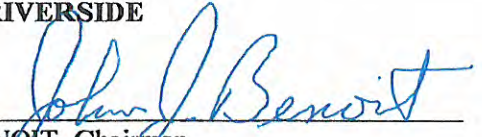
By 
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:


By 
JAY ORR
County Executive Officer

COUNTY OF RIVERSIDE

By 
JOHN BENOIT, Chairman
County of Riverside Board of Supervisors

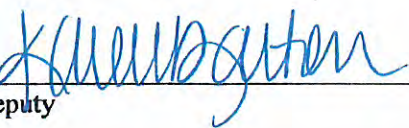
APPROVED AS TO FORM

PAMELA J. WALLS
County Counsel

By 
KARIN WATTS-BAZAN
Principal Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By 
Deputy

(SEAL)

CITY OF CORONA

BY Karen Spiegel
Mayor

DATE 1/14/13

APPROVED AS TO FORM

By [Signature]
City Attorney

CITY OF RIVERSIDE

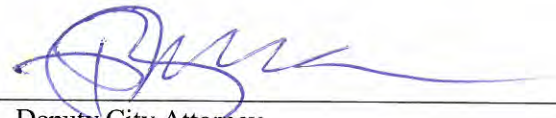
RECOMMENDED FOR APPROVAL:


BY 
City Manager

DATE July 17, 2013

APPROVED AS TO FORM _____

ATTEST:

By 
Deputy City Attorney

By 
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

By: 
Finance Director

CITY OF NORCO

BY Berwin Hanna
Mayor - Berwin Hanna

DATE May 21, 2014

APPROVED AS TO FORM

By John Harper
City Attorney
John Harper

ATTEST:

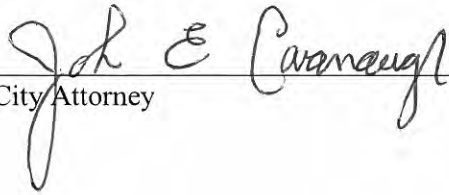
By Brenda K. Jacobs
City Clerk
Brenda K. Jacobs, CMC

CITY OF EASTVALE

BY  _____
Mayor Pro Tem

DATE _____

APPROVED AS TO FORM

By  _____
City Attorney

CITY OF JURUPA VALLEY


BY  _____
Mayor

DATE August 7, 2014 _____

APPROVED AS TO FORM

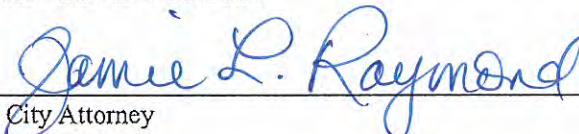
By  _____
City Attorney

CITY OF CLAREMONT

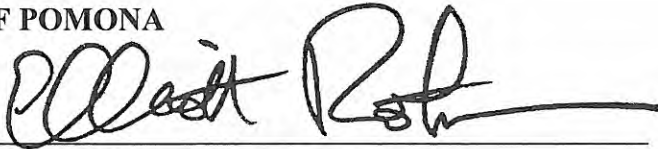
BY 
Mayor

DATE 12/19/2012


APPROVED AS TO FORM

By 
City Attorney

CITY OF POMONA

BY: 
Elliott Rothman, Mayor

DATE: 03/13/2013

APPROVED AS TO FORM
BY: 
Arnold Alvarez-Glasman, City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled
"AGREEMENT TO FORM THE MIDDLE SANTA ANA WATERSHED TMDL TASK FORCE"

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD


BY Kurt V. Berchtold
Kurt V. Berchtold
Executive Officer

DATE 12/1/12

APPROVED AS TO FORM

By David Rice
David Rice
Legal Counsel

AGRICULTURAL OPERATORS (represented by CHINO BASIN WATERMASTER)

BY 

TITLE Chairman Robert Feenstra

DATE 6-13-13

APPROVED AS TO FORM

By _____
Attorney

Exhibit A

Approved 2012-13: Middle Santa Ana River Pathogen TMDL Task Force

Summary: TMDL Task Force Implementation Schedule and Budget		A	B	C
Summary Expenses		Task Force Draft Budget 2012-13	tier 1 monit Draft Budget 2012-13	Total Draft Budget 2012-13
TASK FORCE:	Administration (assumes quarterly meetings)	\$ 30,000		\$ 30,000
	Grant Preparation	\$ 20,000		\$ 20,000
TASK FORCE:	TMDL Compliance Expert	\$ 25,000		\$ 25,000
TMDL Implementation:	Task 3 - Watershed-wide Monitoring Program	\$ 80,000		\$ 80,000
	San Bernardino County MS4 Program (estimated in-kind contribution)	\$ 50,000		\$ 50,000
TMDL Implementation:	Tasks 4 & 5 - Source Evaluation / Management		\$ 134,460	\$ 134,460
	Estimated Total Annual TMDL Implementation Budget	\$ 205,000	\$ 134,460	\$ 339,460
	Applied Task Force Carryover Funds:	\$ 80,000		\$ 80,000
	Estimated Total Stakeholder Cash Contribution	\$ 75,000	\$ 134,460	\$ 209,460

Detailed: Named TMDL Party Pro Rata Budget Cost Shares		Task Force Draft Budget 2012-13	tier 1 monit Draft Budget 2012-13	Total Draft Budget 2012-13 **
MSAR TMDL Task Force Participants Cost Shares:				
	A. San Bernardino County MS4 Program *	\$ (10,713)	\$ 66,784	\$ 56,071
	B. County of Riverside	\$ 6,389	\$ 11,279	\$ 17,668
	C. City of Riverside	\$ 6,389	\$ 11,279	\$ 17,668
	D. City of Corona	\$ 6,389	\$ 11,279	\$ 17,668
	E. City of Norco	\$ 6,389	\$ 11,279	\$ 17,668
	F. City of Eastvale	\$ 11,389	\$ 11,279	\$ 22,668
	G. City of Jurupa Valley	\$ 11,389	\$ 11,279	\$ 22,668
	H. Agriculture	\$ 6,389	\$ -	\$ 6,389
	I. Forest Service	\$ -	\$ -	\$ -
	J. City of Pomona	\$ 6,389	\$ -	\$ 6,389
	K. City of Claremont	\$ 6,389	\$ -	\$ 6,389
	Applied Task Force Carryover Funds:	\$ 98,213		\$ 98,213
	Subtotal:	\$ 155,000	\$ 134,460	\$ 289,460
			\$ 10,713	

Notes:

* San Bernardino County MS4 Program includes in-kind contribution for staff time to conduct watershed compliance monitoring estimated at \$50,000

** Includes cash adjustment to San Bernardino County MS4 Program to bring all stakeholder contributions to equal.

Description of Revised 2009-11 Task Force Budget		
---------------------------------------------------------	--	--

Annual Task Force Administration

1. Organize and facilitate TMDL TASK FORCE meetings,
2. Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
3. Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
4. Act as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
5. Seek funding grants to assist with achieving the work of the TMDL TASK FORCE and other goals and objectives of the TMDL TASK FORCE.
6. Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
7. Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
8. Provide TMDL TASK FORCE members an opportunity to comment and approve any reports or other work product developed.
9. Coordinate and facilitate the addition of other DISCHARGERS to the TMDL TASK FORCE.

TMDL Compliance Expert

Task #1: Support stakeholders as a Regulatory Strategist and Compliance Expert .

Task #2: Develop approach for considering natural background loads when assessing TMDL compliance with bacteria targets

Task #3: Facilitate development of a practical regulatory definition for "maximum extent practicable" wrt reducing bacterial loads from controllable human sources.

Task #4: Coordinate with CDM to prepare the final reports for the USE and ASE studies.

TMDL Task 3 - Annual Watershed-wide Monitoring Program

Watershed-Wide Monitoring Program to assess compliance with REC-1 use water quality objectives for fecal coliform and evaluate numeric targets established for E. coli.

Constituents:

Field Analysis: Temperature, conductivity, pH, dissolved oxygen, and turbidity

Laboratory Water Quality Analysis: Fecal coliform, E. coli, and total suspended solids (TSS)

Sample sites (6): Icehouse Canyon Creek, Chino Creek at Central Avenue, Santa Ana River at Pedley Avenue, Santa Ana River at MWD Crossing, Prado Park Lake at Lake Outlet, Mill Creek at Chino-Corona Road

Dry Season (April 1 – October 31):

15 continuous weeks – July to October

5 continuous weeks – May to June (2008)

Wet Season (November 1 – March 31):

11 continuous weeks – December to February

4 samples from one storm event

TMDL Task 4 - Urban Source Evaluation / Management

Additional Characterization of Pathogen Indicator Pollution using available water quality data

Additional Bacteroides Analysis

Approved FY 2013-14 Budget: Middle Santa Ana River Pathogen TMDL Task Force

Summary: TMDL Task Force Implementation Schedule and Budget			
Summary Expenses	Task Force Budget 2013-14	tier 2 monit Budget 2013-14	Total Budget 2013-14
TASK FORCE: Administration (assumes quarterly meetings)	\$ 30,000		\$ 30,000
Grant Preparation	\$ 20,000		\$ 20,000
TASK FORCE: TMDL Compliance Expert	\$ 25,000		\$ 25,000
TMDL Implementation: Task 3 - Watershed-wide Monitoring Program	\$ 80,000		\$ 80,000
San Bernardino County MS4 Program (estimated in-kind contribution)	\$ 50,000		\$ 50,000
TMDL Implementation: Tasks 4 & 5 - Source Evaluation / Management		\$ 134,460	\$ 134,460
Estimated Total Annual TMDL Implementation Budget	\$ 205,000	\$ 134,460	\$ 339,460
Applied Task Force Carryover Funds:			
Estimated Total Stakeholder Cash Contribution	\$ 155,000	\$ 134,460	\$ 289,460

Detailed: Named TMDL Party Pro Rata Budget Cost Shares			
	Task Force Budget 2013-14	tier 2 monit Budget 2013-14	Total Budget 2013-14
MSAR TMDL Task Force Participants Cost Shares:			
A. San Bernardino County MS4 Program *	\$ 52,500	\$ 66,784	\$ 119,284
B. County of Riverside	\$ 11,389	\$ 11,279	\$ 22,668
C. City of Riverside	\$ 11,389	\$ 11,279	\$ 22,668
D. City of Corona	\$ 11,389	\$ 11,279	\$ 22,668
E. City of Norco	\$ 11,389	\$ 11,279	\$ 22,668
F. City of Eastvale	\$ 11,389	\$ 11,279	\$ 22,668
G. City of Jurupa Valley	\$ 11,389	\$ 11,279	\$ 22,668
H. Agriculture	\$ 11,389	\$ -	\$ 11,389
I. Forest Service	\$ -	\$ -	\$ -
J. City of Pomona	\$ 11,389	\$ 11,279	\$ 22,668
K. City of Claremont	\$ 11,389	\$ 11,279	\$ 22,668
Applied Task Force Carryover Funds:			
Subtotal:	\$ 155,000	\$ 157,018	\$ 312,018

Notes:
 * San Bernardino County MS4 Program includes in-kind contribution for staff time to conduct watershed compliance monitoring estimated at \$50,000
 ** Includes cash adjustment to San Bernardino County MS4 Program to bring all stakeholder contributions to equal.

Description of Draft 2013-14 Task Force Budget			
------------------------------------------------	--	--	--

- Annual Task Force Administration**
1. Organize and facilitate TMDL TASK FORCE meetings,
 2. Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
 3. Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
 4. Act as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
 5. Seek funding grants to assist with achieving the work of the TMDL TASK FORCE and other goals and objectives of the TMDL TASK FORCE.
 6. Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
 7. Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
 8. Provide TMDL TASK FORCE members an opportunity to comment and approve any reports or other work product developed.
 9. Coordinate and facilitate the addition of other DISCHARGERS to the TMDL TASK FORCE.

- TMDL Compliance Expert**
- Task #1: Support stakeholders as a Regulatory Strategist and Compliance Expert .
 Task #2: Develop approach for considering natural background loads when assessing TMDL compliance with bacteria targets
 Task #3: Facilitate development of a practical regulatory definition for "maximum extent practicable" wrt reducing bacterial loads from controllable human sources.
 Task #4: Coordinate with CDM to prepare the final reports for the USE and ASE studies.

TMDL Task 3 - Annual Watershed-wide Monitoring Program

Watershed-Wide Monitoring Program to assess compliance with REC-1 use water quality objectives for fecal coliform and evaluate numeric targets established for E. coli.
Constituents:

Field Analysis: Temperature, conductivity, pH, dissolved oxygen, and turbidity

Laboratory Water Quality Analysis: Fecal coliform, E. coli, and total suspended solids (TSS)

Sample sites (6): Icehouse Canyon Creek, Chino Creek at Central Avenue, Santa Ana River at Pedley Avenue, Santa Ana River at MWD Crossing, Prado Park Lake at Lake Outlet, Mill Creek at Chino-Corona Road

Dry Season (April 1 – October 31):

15 continuous weeks – July to October

5 continuous weeks – May to June (2008)

Wet Season (November 1 – March 31):

11 continuous weeks – December to February

4 samples from one storm event

TMDL Task 4 - Urban Source Evaluation / Management

Additional Characterization of Pathogen Indicator Pollution using available water quality data

Additional Bacteroides Analysis

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COMMISSION MEMORANDUM NO. 2022.30

DATE: May 17, 2022

TO: SAWPA Commission

SUBJECT: U.S. Bureau of Reclamation Grant Resolution - Cloud Seeding Technology Validation Protocol

PREPARED BY: Mark Norton, Water Resources & Planning Manager

RECOMMENDATION

Staff recommends that the Commission approve Resolution No. 2022-8 authorizing the General Manager to submit a WaterSMART Applied Science Grant Application to the U.S. Bureau of Reclamation for the Cloud Seeding Technology Validation Protocol.

DISCUSSION

At the direction of the SAWPA Commission and based on a 2020 Santa Ana River Watershed Weather Modification Feasibility Study, SAWPA staff has been working on preparations for implementing a pilot program for weather modification (cloud seeding) in the Santa Ana River Watershed. This project will also include the implementation of an independent organization to conduct validation of the benefits of the pilot program. Staff has envisioned that this validation process could serve as a template for other cloud seeding validation across the country.

SAWPA has reviewed multiple research firms who have expertise in cloud seeding validation processes and based on preliminary analysis and review, a proposal for independent validation as proposed by the Desert Research Institute (DRI) was considered particularly impressive with a multi-prong approach with snow chemistry analysis, precipitation monitoring, streamflow analysis and utilization of a target and control approach. After review, SAWPA staff discussed the development of a standard protocol for cloud seeding validation and whether DRI was interested in conducting this work that could serve as a guidance document for other watershed agencies who may be seeking improved methods to quantify the benefits of their existing or future cloud seeding programs.

Working with DRI, SAWPA staff also reached out to the U.S. Bureau of Reclamation (Reclamation) staff to determine their interest in such a program. Local Reclamation staff from the Southern California Regional office, Jack Simes, set up meetings with Denver-based Reclamation research staff and SAWPA to discuss federal interest in the cloud seeding technology. With renewed interest by many water agencies in implementing alternative water resource strategies to address drought conditions along with several recent research projects supporting weather modification, Reclamation referred SAWPA to the 2022 WaterSMART Applied Science Grant Program to implement this work.

Working with DRI, a scope of work, budget and schedule were prepared for a grant submittal to undertake the development of the Cloud Seeding Technology Validation Protocol Project (Project). Since the Reclamation grant requires a 50-50% cost share to obtain a grant for \$100,000, the other \$100,000 local cost share would be Phase I consisting of the first two years of the monitoring/validation of the four-year Santa Ana River Watershed Weather Modification Pilot Program. Since the Applied Science Grant funding is only available from 2/14/23 – 2/14/25, the local share would not be needed until next fiscal year. To be eligible, staff submitted the grant application on April 13, 2022 which included letters of support from all five SAWPA member agencies. As

required by the grant program, SAWPA needs to submit a resolution authorizing the application by the deadline of May 14, 2022.

The Project aligns with the adopted OWOW Plan Update 2018, the most recent Integrated Regional Water Management Plan for the Santa Ana River Watershed, because it achieves multiple benefits through multiple partners with different, but overlapping, missions. The Project would create high quality new water supply each year of the pilot program estimated at 7,800 acre feet per year. The additional local water supply will promote and support groundwater recharge, water quality improvements, riparian habitat and greenhouse gas savings.

The draft budget for application development and implementation of the Project is shown in Table A below.

Table A: Major tasks, cost/task and schedule for Phase I – SAWPA Pilot Program Validation (2 year only) and Phase II – Validation Protocol Development

Task	Phase/Milestones	Task Cost	2022		2023												2024							
			Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
Phase 1																								
1	Review storms (winters 2022-2024) and assess cloud seeding	\$24,000																						
2	Assess target area snow chemistry - Winter 2022-2023 only	\$15,000																						
3	Calculate seeding snow water equivalent (SWE) / rainfall increases for each seeded storm	\$16,000																						
4	Evaluate Precipitation, Full Seasonal Target-Control	\$10,000																						
5	Conduct Streamflow Analysis	\$10,000																						
6	Prepare Annual Validation Report	\$9,500																						
7	SAWPA Project Management	\$15,500																						
	Phase 1 Subtotal	\$100,000																						
Phase 2																								
1	Develop methods and weather data sets necessary to identify cloud seeding times	\$15,000																						
2	Develop standard methods for collecting uncontaminated snow samples	\$5,000																						
3	Develop methods to estimate hourly contributions to precipitation from cloud seeding	\$15,000																						
4	Develop methods to identify appropriate control areas, precipitation gauge observations, and statistical relation techniques	\$15,000																						
5	Develop methods identify appropriate runoff control areas, stream flow gauge observations, and statistical relations techniques	\$15,000																						
6	Prepare Protocol Document	\$10,500																						
7	SAWPA Project/Grant Management	\$24,500																						
	Phase II Subtotal	\$100,000																						

CRITICAL SUCCESS FACTORS

Successful implementation of an integrated regional water resource plan that reflects the watershed management needs of the public and the environment.

RESOURCE IMPACTS

SAWPA staff utilized funding from 370-02PLANN USBR Partnership Studies for grant writing. Grant and project administration for the Cloud Seeding Technology Validation Protocol would come from the Project's Proposition 1 Round 2 IRWM grant and matching funds from the SAWPA member agencies and other water agency partners.

Attachments:

1. SAWPA Resolution No. 2022-8
2. PowerPoint Presentation

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RESOLUTION NO. 2022-8

**A RESOLUTION OF THE COMMISSIONERS
OF THE SANTA ANA WATERSHED PROJECT AUTHORITY
AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION
TO THE BUREAU OF RECLAMATION TO OBTAIN
A 2022 WATERSMART APPLIED SCIENCE GRANT**

WHEREAS, the Santa Ana Watershed Project Authority wishes to facilitate the implementation of the Cloud Seeding Technology Validation Protocol (“Project”) for the benefit of the watershed.

WHEREAS, the Santa Ana Watershed Project Authority will work with the Bureau of Reclamation to meet established deadlines for entering into a financial assistance agreement;

WHEREAS, the Santa Ana Watershed Project Authority and its project partners have the capability to commit the required \$100,000 cost share match;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Santa Ana Watershed Project Authority (SAWPA) *hereby authorizes that* an application be prepared and submitted to the Bureau of Reclamation to obtain a 2022 WaterSMART Applied Science Grant Program Grant, and to enter into an agreement to receive grant funds for the Project.

BE IT FURTHER RESOLVED, that the General Manager of the Santa Ana Watershed Project Authority, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, meet established deadlines, and execute an agreement and any amendments thereto, with the Bureau of Reclamation for the Project.

ADOPTED this 17th day of May, 2022

SANTA ANA WATERSHED PROJECT AUTHORITY


By:

Marco Tule, Chair

Attest:

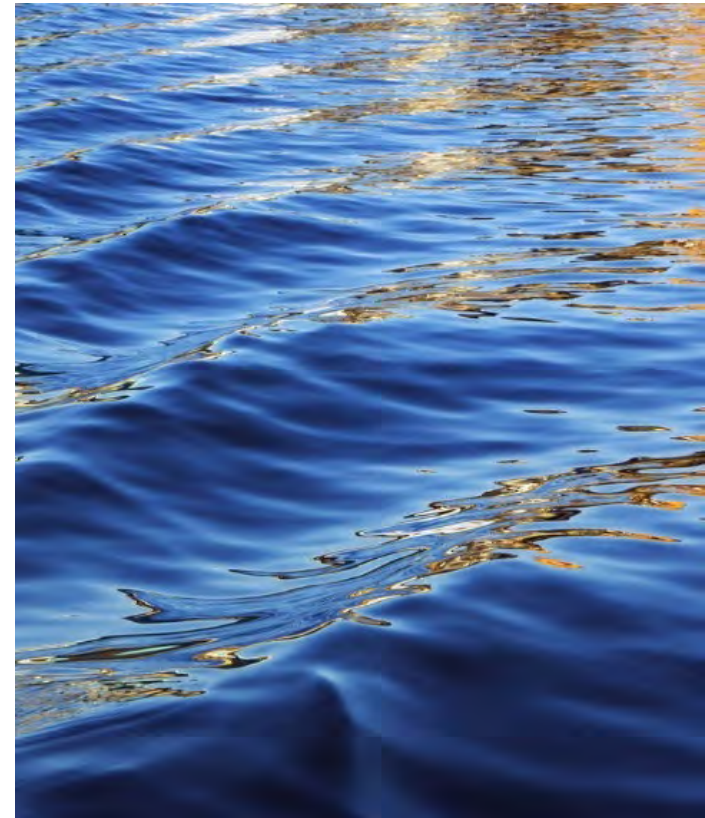
Sara Villa, Clerk of the Board

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U.S. Bureau of Reclamation Grant- Resolution Supporting Cloud Seeding Validation Protocol

Mark Norton, Water Resources & Planning Manager
Santa Ana Watershed Project Authority
Item No. 6.B.



Recommendation

- Staff recommends that the Commission approve Resolution No. 2022-8 authorizing the General Manager to submit a WaterSMART Applied Science Grant Application to the U.S. Bureau of Reclamation for the Cloud Seeding Technology Validation Protocol.



— BUREAU OF —
RECLAMATION

Background on Weather Modification Pilot Program

Relationship Between Protocol and Pilot Program



*This item's costs are being leveraged to meet the local cost share requirement for the Bureau of Reclamation grant.

Weather Modification Pilot Program Schedule

(Monitoring Protocol Schedule Not Shown – See Subsequent Slides)

Program Element	2020	2021	2022	2023	2024	2025	2026
Feasibility Study	Active						
Outreach for Local Funding Commitments		Active					
Ground Seeding Site Analysis		Active					
CEQA		Active					
Prop 1 Grant Application & Award			Active				
Operations and Validation Scoping and RFP			Active				
Operations & Validation Contracts - Preparatory Work			Active				
Conduct 4 Year Pilot Program Operations				Active	Active	Active	Active
Outreach and Public Engagement		Active	Active	Active	Active	Active	Active

Pilot Program 4-Year Budget Estimate*

Year	Task	Consultant/Staff Lead	Estimated Cost
1 st	Ground Seeding set up & operation	NAWC estimate	\$250,000
	Validation	Desert Research Institute	\$50,000
	Project Adm/Mgt	SAWPA Staff	\$50,000
		1st Year Subtotal w/15% contingency	\$403,000
2 nd	Ground Seeding site operation	NAWC estimate	\$220,000
	Validation	Desert Research Institute	\$35,000
	Stormwater Capture Analysis	West Yost	\$40,000
	Project Adm/Mgt	SAWPA Staff	\$30,000
		2nd Year Subtotal w/15% contingency	\$374,000
3 rd	Ground Seeding sites & operation	NAWC estimate	\$230,000
	Validation	Desert Research Institute	\$35,000
	Project Adm/Mgt	SAWPA Staff	\$30,000
		3rd Year Subtotal w/15% contingency	\$339,000
4 th	Ground Seeding sites & operation	NAWC estimate	\$240,000
	Validation	Desert Research Institute	\$35,000
	Project Adm/Mgt	SAWPA Staff	\$40,000
		4th Year Subtotal w/15% contingency	\$362,000
		Total	\$1,478,000
	SAWPA Total Cost Reduced by Local Agency Funding (\$52K) & Prop 1 Grant		\$ 687,000

*Validation Protocol to be funded by Bureau of Reclamation grant is not shown

Reclamation Grant and Scope of Work for Validation Protocol

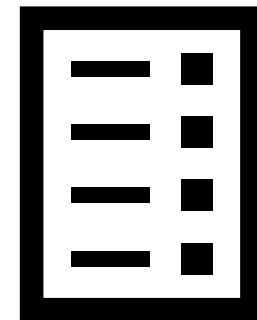
Bureau of Reclamation WaterSMART Applied Science Grant Program Application

- USBR WaterSMART Applied Science Grant Program supports development of hydrologic information and water management tools, including modeling and forecasting capabilities,
- SAWPA Grant Project Topic:
 - Supports the development of a Validation Protocol Document based on the SAWPA Weather Modification Pilot Program,
 - Validation Protocol creates standardized code of procedure for cloud seeding in the United States., and
 - Takes advantage of the implementation of the SAWPA Pilot Program to create this standardized validation protocol.
- 50% Local Match (\$100,000) Required,
- Grant funding requested: \$100,000, and
- Grant program available from Feb. 2023 through Feb. 2025.



Monitoring Protocol Scope of Work

- Phase I - Pilot Program Validation
 - Review local storms (for two winters – 2022 and 2024),
 - Assess SAWPA cloud seeding operations,
 - Assess local target area snow chemistry (for winter 2022/23 only), and
 - Conduct local watershed streamflow analysis.
- Phase II - Validation Protocol Development
 - Develop standard methods for collecting uncontaminated snow samples,
 - Develop standard methods to estimate hourly contributions to precipitation from cloud seeding,
 - Develop standard methods to identify appropriate control area, and
 - Prepare summary protocol document with the final list of standardized measurements recommended for cloudseeding in the United States.



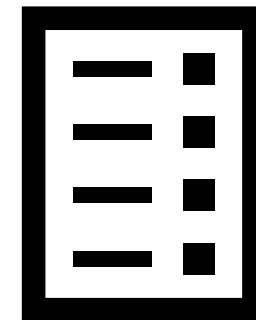
Monitoring Protocol Budget

- Phase I - Pilot Program Validation
 - \$100,000 cost share (which is also being used in part to match the Proposition 1 Round 2 One Water One Watershed Grant).



- Phase II - Validation Protocol Development
 - \$100,000 grant from Reclamation.

Total Validation Protocol Budget = \$200,000



Pilot Program 4-Year Budget Estimate

Year	Task	Consultant/Staff Lead	Estimated Cost
1 st	Ground Seeding set up & operation	NAWC estimate	\$250,000
	Validation	Desert Research Institute	\$50,000
	Project Adm/Mgt	SAWPA Staff	\$50,000
		1st Year Subtotal w/15% contingency	\$403,000
2 nd	Ground Seeding site operation	NAWC estimate	\$220,000
	Validation	Desert Research Institute	\$35,000
	Stormwater Capture Analysis	West Yost	\$40,000
	Project Adm/Mgt	SAWPA Staff	\$30,000
		2nd Year Subtotal w/15% contingency	\$374,000
3 rd	Ground Seeding sites & operation	NAWC estimate	\$230,000
	Validation	Desert Research Institute	\$35,000
	Project Adm/Mgt	SAWPA Staff	\$30,000
		3rd Year Subtotal w/15% contingency	\$339,000
4 th	Ground Seeding sites & operation	NAWC estimate	\$240,000
	Validation	Desert Research Institute	\$35,000
	Project Adm/Mgt	SAWPA Staff	\$40,000
			4th Year Subtotal w/15% contingency
		Total	\$1,478,000
			93
	SAWPA Total Cost Reduced by Local Agency Funding (\$52K) & Prop 1 Grant		\$ 687,000

Validation Protocol Local
Cost Share Derived from
These Tasks

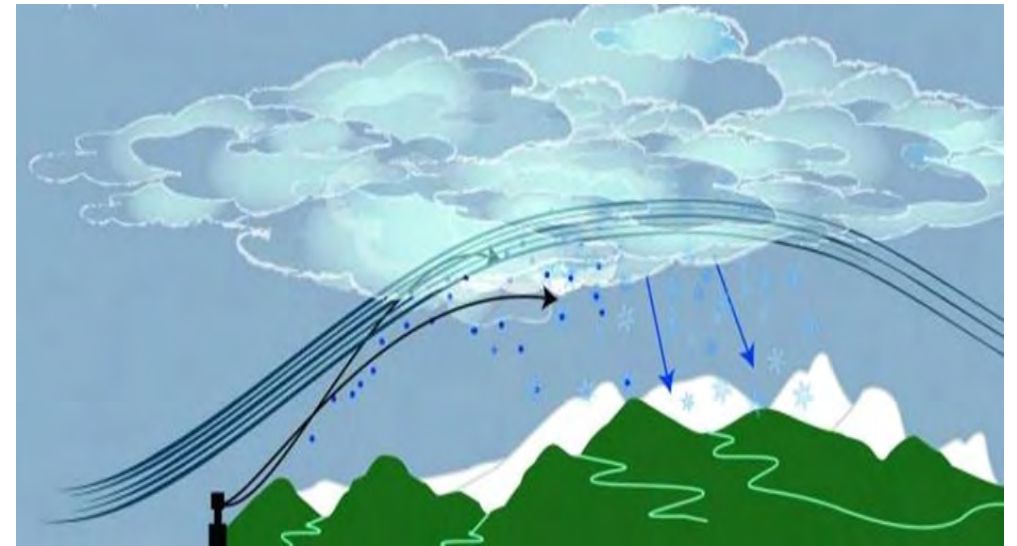
Weather Modification Pilot Program Schedule

(With Monitoring Protocol)

Program Element	2020	2021	2022	2023	2024	2025	2026
Outreach for Local Funding Commitments		Active					
Ground Seeding Site Analysis		Active					
CEQA			Active				
Prop 1 Grant Application & Award			Active				
Operations and Validation Scoping and RFP			Active				
Operations & Validation Contracts - Preparatory Work			Active				
Conduct 4 Year Pilot Program Operations				Active	Active	Active	Active
Outreach and Public Engagement		Active	Active	Active	Active	Active	Active
Monitoring Protocol (Phase I and II)				Active	Active		

Grant Program Projected Need and Benefits

- Decisions on introducing or expanding existing programs hinge on ensuring quantified benefit,
- Need exists for a standard and accepted protocol for validation,
- Supports partnerships and cloud seeding programs across the U.S.,
- Reflects SAWPA's leadership role in regional water management, and
- SAWPA submitted Reclamation grant on April 13, 2022, but Reclamation needs a resolution from applicant governance to submit within one month of submittal.



Source: The Sydney Morning Herald (2015)

Recommendation

- Staff recommends that the Commission approve Resolution No. 2022-8 authorizing the General Manager to submit a WaterSMART Applied Science Grant Application to the U.S. Bureau of Reclamation for the Cloud Seeding Technology Validation Protocol.

COMMISSION MEMORANDUM NO. 2022.31

DATE: May 17, 2022
TO: SAWPA Commission
SUBJECT: SAWPA Administrative Building Automated Gate
PREPARED BY: Jeff Mosher, General Manager

RECOMMENDATION

It is recommended that the Commission approve the use of \$41,340 from the Building Reserve to replace the manual gate on the SAWPA entrance with an automated gate.

DISCUSSION

SAWPA shares access to the property at 11615 Sterling Avenue, Riverside, CA 92503 with Western Municipal Water District (Western). SAWPA's manual 6' tall gate is secured with a chain and multiple padlocks. Opening and closing the gate involves coordination among SAWPA, Western and contractors to ensure that keys are distributed, and the gate is properly locked each night. SAWPA seeks to replace its 6' tall iron gate with an 8' tall, automated iron gate to improve the security, access, and aesthetics of the property. The project scope includes multiple trades to fabricate an iron gate, trench the asphalt, pour a concrete pad, run electrical from an existing source, automate the gate, and connect to our current security system. These trades are not typically available from one vendor and it is not recommended to contract with multiple vendors due to the difficulty to coordinate.

Quotes were requested from four firms:

General Door Service's representative stated that they did not have these trades in-house and would not coordinate the necessary subs.

Clarks Garage Door Repair stated that they were short-staffed and could not send a representative to Riverside County.

Valley Cities Fence sent a representative to discuss the project but did not provide a quote. During a follow-up conversation they reported they had reached out to multiple subs to collect cost information but that the subs had not responded with pricing.

Our current security firm, Safe-T Services recommended Automated Gate Services because they have successfully worked together on automated gate projects. Automated Gate Services provided the only comprehensive quote, totaling \$41,340. They provided the added benefit of tying into our current security system, allowing employees to use the same key fob to open the gate and to enter the building.

RESOURCE IMPACTS

The current balance in the Building Reserve is \$746,215. There are sufficient funds available to replace the gate.

Attachments:

1. PowerPoint Presentation
2. Work Order 2022-35

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SANTA ANA WATERSHED PROJECT AUTHORITY

SAWPA Administrative Building Automated Gate

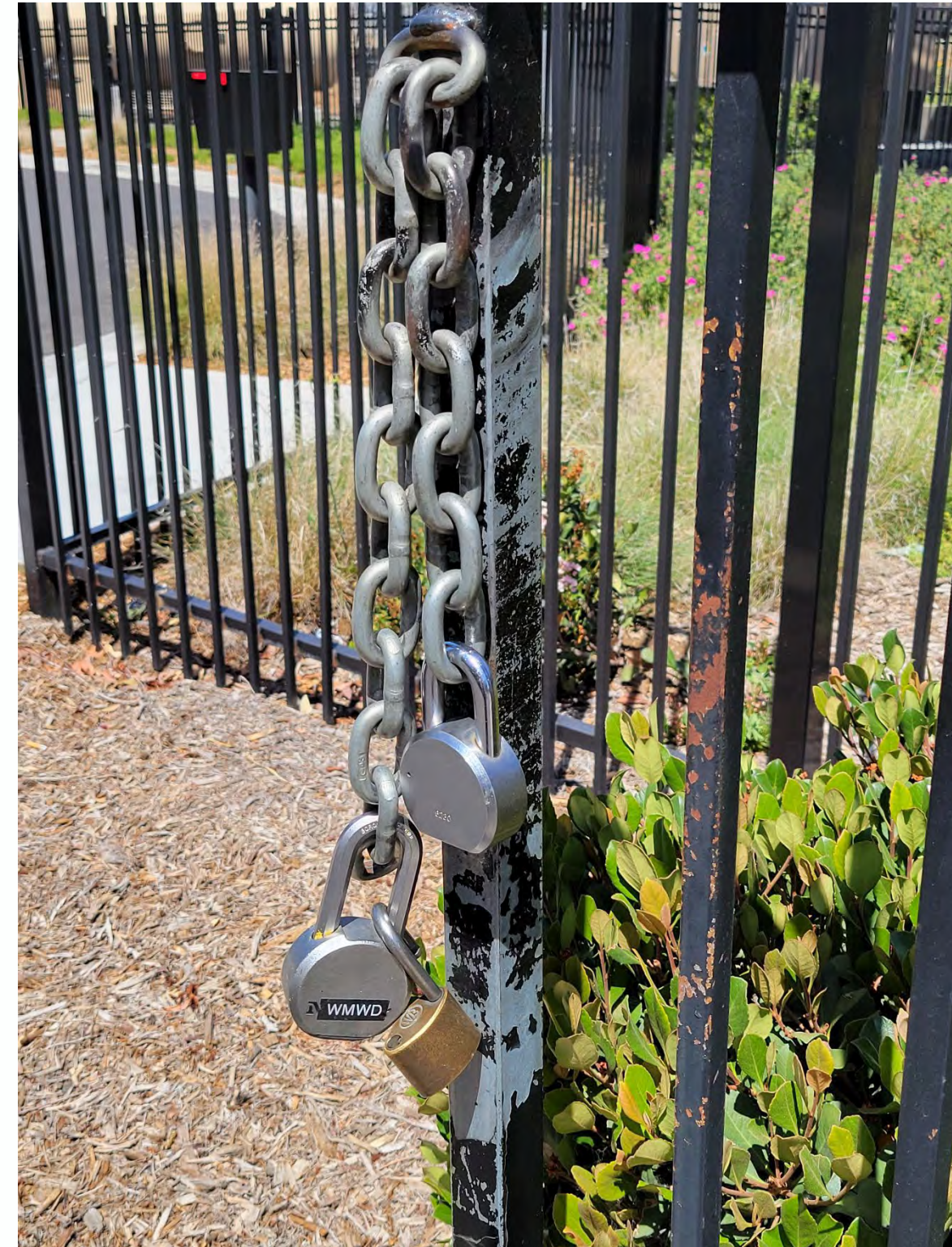
SAWPA Commission | May 17, 2022
Item No. 6. C.

Recommendation

Approve the use of \$41,340 from the Building Reserve to replace the manual gate on the SAWPA entrance with an automated gate.

Drivers

- Improve security
- Improve access
- Improve aesthetics



Current Condition



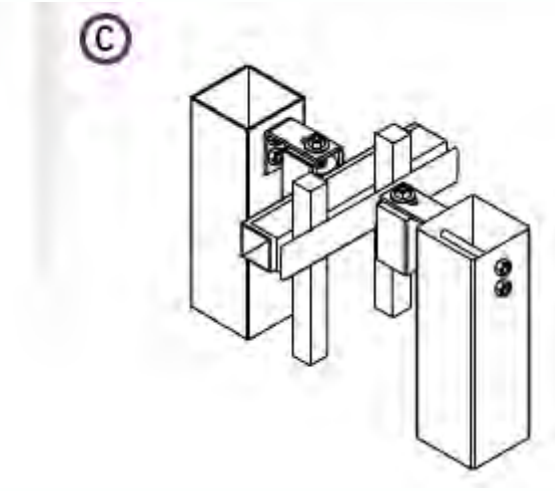
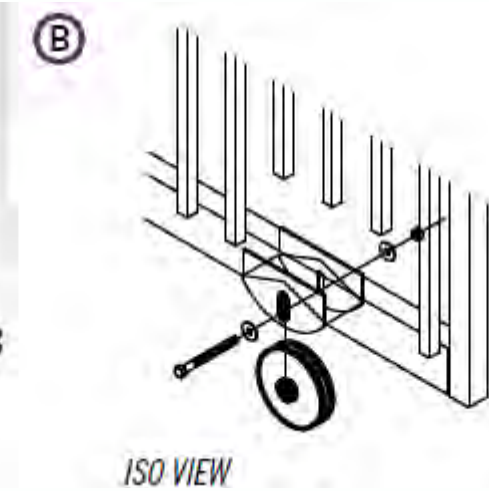
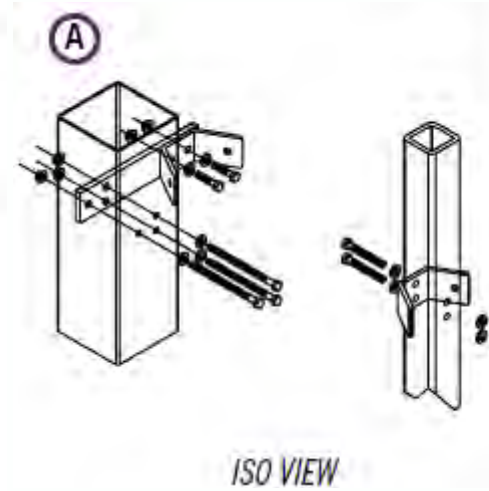
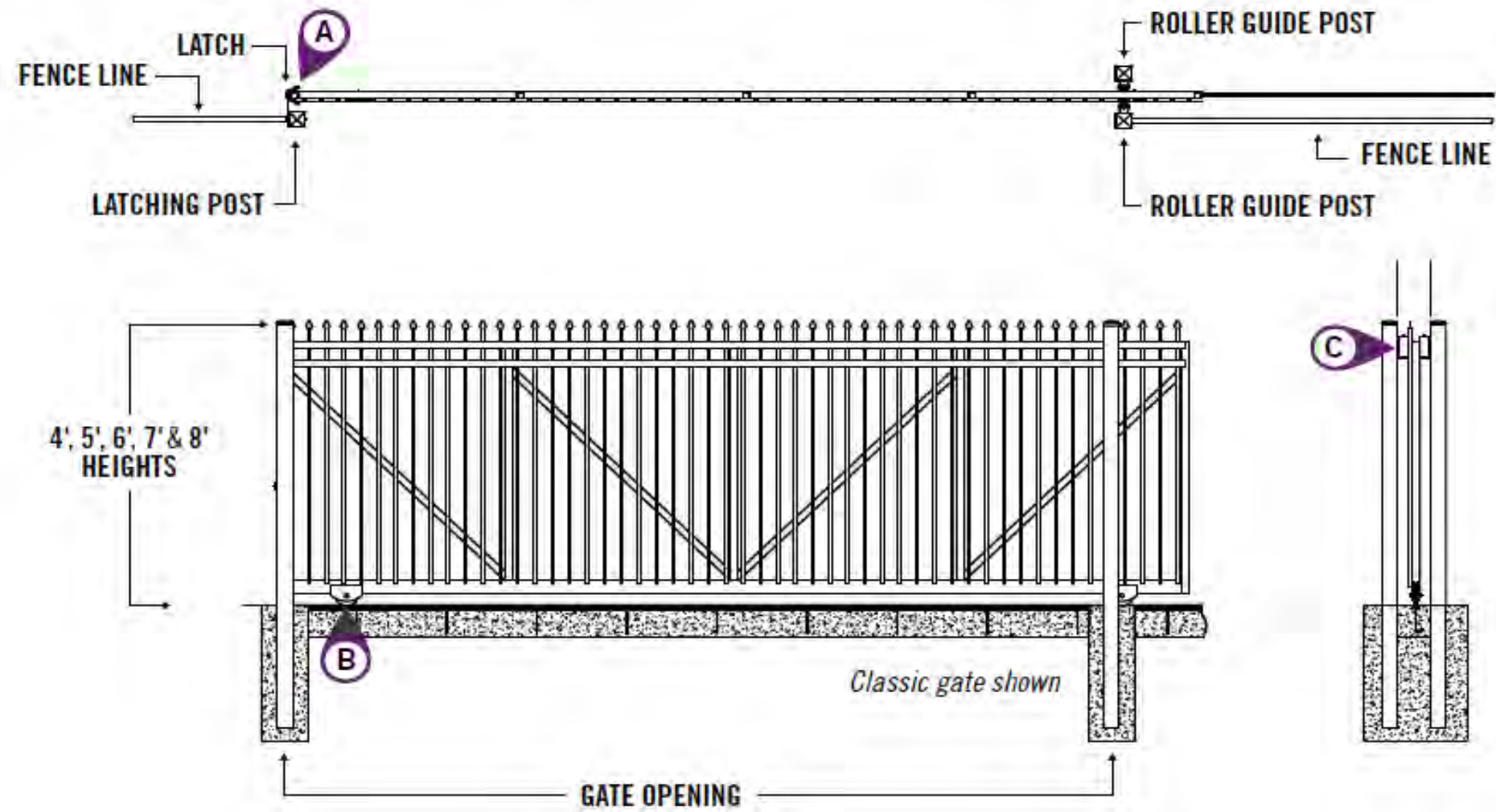
Current Condition



Automated Gate

PASSPORT®

2"sq x 12ga UPRIGHTS & DIAGONAL BRACES | .75"sq PICKETS | 2" x 4" x 11ga BOTTOM RAIL (notched & plated for v-track wheels)



Cost Estimate

Electrical/site prep
\$13,215

Wrought iron gate
\$11,200

Gate automation
\$13,975

Access controls
\$2,950

Funded by the Building Fund
\$41,340

Recommendation

Approve the use of \$41,340 from the Building Reserve to replace the manual gate on the SAWPA entrance with an automated gate.



SANTA ANA WATERSHED PROJECT AUTHORITY
WORK ORDER AUTHORIZATION

WORK ORDER No.: 2022-35
Date: May 17, 2022

JOB NAME: SAWPA Administrative Building Automated Gate
SERVICE PROVIDER: Automated Gate Services, Inc. Vendor No.: 2317
ADDRESS: 526 Princeland Court
Corona, CA 92879
SCOPE OF WORK: Replace the 6' manual access gate to the SAWPA property with an 8' iron automated gate that matches the existing fence and height. Project includes adding a concrete pad, digging a trench through the asphalt, fabricating the gate, adding the automation and tying into the existing security system. It includes the option to unlock with a code or a key fob. Visitors will be able to call for assistance and the gate can be opened by someone inside the building.
DATE OF COMPLETION: November 30, 2022
COST: \$41,340.00
PAYMENT: Upon receipt of approved invoice

REQUESTED BY: _____ **DATE:** _____
Edina Goode

DEPT HEAD: _____ **DATE:** _____
Edina Goode

FINANCE: _____ **DATE:** _____
Karen L. Williams

FUNDING SOURCE: 100-00-13100-00
Assets Clearing Account

COMMISSION AUTHORIZATION REQUIRED: YES NO
Authorization: May 17, 2022; CM# 2022.31

APPROVED: _____ **DATE:** _____
General Manager (or Designee)
SANTA ANA WATERSHED PROJECT AUTHORITY

ACCEPTED: _____ **DATE:** _____
Automated Gate Services, Inc.

**ATTACHMENT A CONTAINS ADDITIONAL WORK ORDER TERMS AND CONDITIONS.
READ THESE TERMS CAREFULLY.**



ATTACHMENT A TERMS AND CONDITIONS

- 1. Approval.** This Work Order is of no force or effect until signed by both parties. Service Provider shall not commence performance until such approval has been obtained.
- 2. Amendment.** No amendment or variation of the terms of this Work Order shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in the Work Order is binding on any of the parties.
- 3. Compliance with Laws and Regulation; Licensing.** The Service Provider agrees that it shall, at all times, comply with, and require all of its subcontractors to comply with, all applicable federal, state and local laws, rules, regulations, guidelines. Service Provider, and its subcontractors, shall obtain and pay for all appropriate permits and licenses in order to perform the scope of work required by this Work Order. As applicable, Service Provider represents and warrants that it now possesses, and at all times during performance of the work will possess, the classification of contractor's license required by law to enable the Service Provider to perform the work contemplated under this Work Order. Service Provider further represents and warrants that, as may be applicable for the work to be performed under this Work Order, it is registered as a public works contractor with the Department of Industrial Relations.
- 4. Governing Law.** This Work Order shall be governed by the laws of the State of California.
- 5. Assignment of Contract.** This Work Order shall not be assigned by Service Provider without prior written authorization from the Santa Ana Watershed Project Authority ("SAWPA").
- 6. Contract Term.** The services provided under this Work Order shall be completed as outlined in the Scope of Work.
- 7. Termination.** SAWPA reserves the right to terminate this Work Order, in whole or in part, without cause, at any time, by written notice to Service Provider. Such termination shall release SAWPA from any further liability, fee, cost or claim by the Service Provider other than for work performed to the date of termination. Upon receipt of a termination notice, the Service Provider shall immediately discontinue all work under this Work Order (unless the notice directs otherwise). SAWPA shall thereafter, within thirty (30) days of receipt of a valid invoice, pay the Service Provider for unpaid work performed to the date of termination.
- 8. Prevailing Wage Law.** - SAWPA is subject to the provisions listed in the prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code, Sections 1770, 1773 and 1773.1. Service Provider shall not pay less than the prevailing wage and shall comply with all applicable local, state and federal laws and regulations concerning the payment of prevailing wages and the maintenance of related payroll records.

- 9. Damage to SAWPA Property.** Any SAWPA property damaged by the Service Provider, or its employees, agents or subcontractors, shall be repaired or replaced by the Service Provider at no cost to SAWPA.
- 10. Payment and Invoicing.** Upon approval by an authorized SAWPA employee, SAWPA will pay, within 30 days after receipt of valid, itemized invoices, in a form acceptable to SAWPA to enable audit of the charges thereon. All such invoices shall be sent via e-mail to APinvoices@sawpa.org, or as otherwise directed in writing by SAWPA.
- 11. Drug Free Workplace.** Service Provider's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.
- 12. Safety.** Service Provider agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations and to implement all necessary safety precautions at any work site. If required by such laws and regulations, Service Provider shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the work site and the telephone number of the local ambulance service shall also be prominently displayed adjacent to any telephones. Service Provider assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless SAWPA from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Work Order.
- 13. Indemnification.** Service Provider 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 Service Provider. To the extent permitted by law, Service Provider 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 Service Provider or its officers, agents, or employees in rendering services under this Work Order; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.
- 14. Insurance Requirements.** Service Provider shall procure and maintain for the duration of this Work Order insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Service Provider, its employees, agents, subcontractors or representatives, as follows:
- A. **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; provided that the coverage limit may be reduced to one million dollars (\$1,000,000) per occurrence if the total amount of the Work Order is less than \$35,000 and that reduced coverage limit is approved by SAWPA's General Manager. 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.

- B. **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.
- C. **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.
- D. **Builders Risk (Course of Construction Insurance)** covering all risks of loss for the completed value of the project with no co-insurance penalty provisions. SAWPA shall be named as a loss payee.
 Yes No
- E. **Professional Liability Insurance** in an amount of no less than \$1,000,000 as needed for any design-build requirements of this Work Order.
 Yes No
- F. **Pollution Liability Insurance** to provide coverage for bodily injury, property damage, defense, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from operations performed by or on behalf of the Service Provider. Such insurance shall have limits of no less than \$2,000,000 per occurrence and \$5,000,000 aggregate.
 Yes No
- G. **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 SAWPA; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.
- H. If the Service Provider 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.
- I. **Other Required Provisions** - The Commercial 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 Service Provider, including materials, parts, or equipment furnished in connection with such work or operations.
 2. **Primary Coverage:** For any claims related to this project, the Service Provider'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 SAWPA, its directors, officers, employees and authorized volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

- J. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.
- K. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Service Provider 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.
- L. **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.
- M. **Verification of Coverage** – Service Provider 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 Service Provider’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.
- N. **Subcontractors** - Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that SAWPA, its directors, officers, employees and authorized are additional insureds on Commercial General Liability Coverage.

15. Right to Review Services, Facilities and Records. SAWPA reserves the right to review any portion of the services performed by the Service Provider under this Work Order, and the Service Provider agrees to cooperate to the fullest extent possible. The Service Provider shall furnish to SAWPA such reports, statistical data, and other information pertaining to the Service Provider's services as may be reasonably required by SAWPA.

The right of SAWPA to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by the Service Provider shall not relieve the Service Provider of any obligation set forth in this Work Order.

16. Permits, Ordinances and Regulations. Any and all fees required by State, County, local laws, regulations and/or tariffs that pertain to work performed under the terms of this Work Order shall be paid by the Service Provider.

17. Independent Contractor. The Service Provider, and its employees, agents and subcontractors operate as **independent contractors** and not as employees or agents of SAWPA.

18. Disputes. Contractor shall continue to perform as required by this Work Order during any dispute between SAWPA and Service Provider.

19. Timeliness. Time is of the essence for this Work Order.

20. Unenforceable Provisions. In the event that any provision of this Work Order is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Work Order shall continue to be in full force and effect and shall not be affected thereby.

21. **Dispute Resolution.** Any dispute which may arise under this Agreement shall first be submitted to non-binding mediation. Should any dispute remain unresolved by the mediation, then the parties shall submit the dispute to binding arbitration. In the event of any litigation or arbitration between the parties to enforce any of the provisions of this Agreement or any right of any party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all such costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.



AUTOMATED GATE SERVICES, INC.

Automated Gate Services, Inc.
526 Princeland Ct
Corona, California 92879
(951) 817-3000

BILL TO

SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue
Riverside, CA 92503 USA

ESTIMATE 64496125	ESTIMATE DATE Mar 11, 2022
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JOB ADDRESS

SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue
Riverside, CA 92503 USA

Job:

ESTIMATE DETAILS

Gate and Automation:

Main Vehicle Slide Gate

Electrical and Site Prep Work

1-Trench approximately 125' in flower bed from in-ground electrical vault to gate operator location

1-Trench 15' in flower bed from gate operator location out to goose-neck location

1-Saw-cut, demo and trench 24' across asphalt driveway

1-Install 3/4" PVC conduits in all trenches and backfill flower beds with dirt

1-Run new power wire in conduit from gate operator location back to in-ground electrical vault

*Power at vault is 208VAC

1-Backfill drive area with concrete for plated track to mount to

1-Notch curb, frame and pour concrete ribbon and mounting pad in flower bed

Total: \$13,215.00

Wrought Iron Slide Gate

1-24'x8' wrought iron slide gate with punch point pickets; primed and painted black

1-Plated v-track across vehicle drive and into gate storage area

Total: \$11,200.00

Gate Automation

1-Maximum Controls MAX2200 Pro 24VDC slide gate operator with battery back-up

1-Monitored photoelectric reversing eye for UL compliance

1-Monitored reversing edge with wireless kit for UL compliance

1-Pair of vehicle reversing loops with detector

1-Vehicle open loop with detector

*Saw-cut into asphalt

1-42"x2"x2" goose-neck post

1-Knox 3502 fire department emergency access keyswitch

1-Tomar fire department emergency access strobe detector

Total: \$13,975.00

Access Controls
1-PDK controller
1-PDK proximity pad
*Programming done by security integrator
1-Test equipment for proper operation
Total: \$2,950.00

Exclusions:
Landscape/sprinkler removal, relocation and damage
Plans and permits
Prevailing wages/PLA/Bonds

SUB-TOTAL	\$41,340.00
TAX 0%	\$0.00
TOTAL	\$41,340.00

Thank you for choosing Automated Gate Services, Inc.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Automated Gate Services, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation valid for (30) days from issuance. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

Automated Gate Services, Inc.
&
Westcoast Gate & Entry Systems, LLC.

TERMS AND CONDITIONS

1. Acceptance. The terms and conditions contained herein constitute the terms and conditions upon which Automated Gate Services, Inc. and Westcoast Gate & Entry, LLC (collectively, the “Seller”) shall supply and install automated gate products and services to the buyer (“Buyer”). Buyer accepts these terms and conditions (“Terms” or “Contract”) by: (a) executing a separate proposal with Seller, (b) delivering a purchase order for goods and/or services with quantities and delivery dates acceptable to Seller; (c) accepting delivery of the products and/or commencement of the services; or (d) paying the price for the goods and/or services, whether or not prior to delivery or commencement, as agreed to by the parties and/or set forth in the purchase order, quote or invoice, whichever of those four acceptance methods comes first. Any counteroffer or proposed addition to or supplement of, or any material variance from, the material terms and conditions of this Contract, whether oral or written, are hereby expressly objected to and rejected.

2. Orders, Specifications, and Right to Substitute. All goods are offered for sale subject to availability and subject to Seller’s acceptance of the order. Seller reserves the right to reject any order for goods or services without the obligation to assign any reason for so doing. No order shall be deemed accepted by Seller unless and until Seller confirms the order in an order confirmation. Seller reserves the right to substitute parts and equipment that Seller considers to be “or equal” in quality and effect unless specifically stated “no substitutions”.

3. Pricing. All rates and prices for goods and services specified shall be valid for thirty (30) days unless otherwise stated in writing by Seller, and are exclusive of any present or future federal, state, local, or other taxes, transportation or insurance charges, as well as any prevailing wages to the extent applicable. Any applicable taxes shall be added to the invoice and paid by Buyer unless Buyer provides Seller with a valid exemption certificate acceptable to Seller and the appropriate taxing authorities. Any and all bond costs are not included in the pricing; Seller’s rate is three percent (3%). Unless otherwise advised by Seller, orders calling for future delivery shall be billed at prices in effect at the time the order is placed. Unless otherwise stated, different products on an order may not be combined to obtain quantity pricing.

4. Terms of Payment. All orders are subject to approval by Seller, and Seller may require that Buyers make partial or full payments in advance of shipment or on delivery. Unless otherwise expressly stated on the face hereof, terms of payment are cash in United States dollars and are due and payable to Seller in full within thirty (30) days after the date of invoice. Buyer agrees to pay interest on all accounts outstanding for more than thirty (30) days at the maximum rate permitted by California law. In the event of any default by Buyer, Buyer agrees to pay reasonable expenses of Seller including, without limitation, reasonable attorneys’ fees incurred by Seller for collection of any indebtedness created hereby. Only Seller’s repair services—and not Seller’s installation services or products—are permitted to be paid by Buyer with a credit card. Seller reserves the right to amend its credit card policy at any time. For any such payment by credit card, a convenience fee will apply to each credit card transaction over \$1,500.00.

5. Exclusions. Unless specifically stated in this Contract, the goods and/or services of this Contract do not include any of the following or the costs thereof: (a) building permits and fees, testing, engineering, and surveying; (b) clearing, grubbing, grading, removal of soils, shrubs

and plants; (c) removal of existing equipment, fences and gates; and (d) site plans or shop drawings. Assistance with municipality reviews, plans and permits will be made available upon request, at Buyer's additional expense. Additionally, Buyer is not responsible for any underground utilities, sprinkler lines, or other unforeseen conditions. Identification, removal, or relocation of underground utilities, irrigation lines or obstructions may be required from third parties, prior to Seller's mobilization of services. Telephone, communication, electrical power, control wiring and conduit, including trenching and backfilling, to and between equipment, may also be required of third parties prior to Seller's mobilization of services, unless otherwise specifically stated in writing by Seller. To the extent necessary, any required closures of roadway(s) to other traffic, or any other access points of ingress or egress, shall be arranged with third parties during construction. Any proposal from Seller is subject to site inspection by Seller and is subject to change at Seller's sole and absolute discretion as a result of any inspection findings.

6. Property Conditions. Buyer is responsible for promptly and completely establishing, clearing and properly staking or otherwise defining all property lines. Buyer is also responsible for compliance with all applicable laws, building codes and community rules and regulations.

7. Additional Work. Additional wiring or conduit work may be required and if so, shall be at Buyer's additional cost. Seller cannot guarantee that existing electrical panels, circuits, wiring, breakers, relays and the like have sufficient capacity or size to handle the additional work is required to upgrade existing electrical service. Buyer will be advised and will be required to authorize (or provide) any changes before Seller's work is completed.

8. Programming and Software. Where required by the equipment, Seller will demonstrate how to program and/or provide input regarding Seller's software, user identifications, codes, changes and the like. Seller is not responsible to set up, program or maintain Buyer's personal or other gate-related system(s) for all users (i.e., gate-related software or systems for all users' cell phones, computers and/or other additional software or systems).

9. Repairs. If this contract includes repairs, Seller will return all identified items to proper working order and replace defective parts as needed to effect repairs subject to the Limited Warranty outlined herein. Replacement parts may be new, used, re-conditioned or remanufactured.

10. Force Majeure. Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, war, the elements, embargo, failure of carrier, inability to obtain transportation facilities, government requirements, acts of God or public enemy, prior orders from others or limitations on Seller's or its suppliers products or marketing activities, any interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, or any other cause or contingency beyond Seller's control.

11. Safety Equipment Upgrading. Seller shall not be responsible for failure of Buyer to upgrade its gate, gate system, gate protocols, or gate maintenance to meet current safety standards. Because of the danger from motorized gates, Buyer should be aware of (a) all safety equipment which is on site and (b) all safety equipment which may be available. Some newer electric gate systems have certain built-in safety features, but older systems do not. It may be in the best interest of Buyer to upgrade its system with all of the safety options mentioned below, and others which may be identified by its liability insurance carrier. Seller recommends that Buyer have included extensive safety options in Buyer's gate system, such as the following: (a) safety loops to detect vehicles in the vicinity of the gates; (b) expanded metal mesh to limit

children from “riding on” or “reaching through” the gates; (c) photo electric eyes to detect pedestrians in the vicinity of the gate; (d) gate safety edge sensors and transmitters to detect gate edge impacts and impacts on the supporting gate frameworks; (e) alarm lights, audible warnings, and reflective warning tape; and (f) safety warning signs.

NO SAFETY GUARANTEE IS PROVIDED BY SELLER. To the maximum extent permitted by applicable law, Seller shall not be responsible for any damage to vehicles or property, or injury or death to persons resulting from failed, faulty, removed (including equipment removed by Seller for repair), or inoperative equipment, including safety equipment. Seller shall not be responsible for anticipating, advising or correcting all the possible ways an individual, adult or child can circumvent safety equipment or for safety equipment that has not been installed or purchased by Buyer, its customers, owners, operators or tenants.

12. Limited Warranty. All statements, technical information and recommendations concerning third-party products sold or samples provided by Seller are based upon information provided by the manufacturer of such products and do not constitute a Seller guarantee or warranty. Seller makes no representations, warranties, covenants or guarantees of any kind, express or implied, as to the quality, suitability, accuracy or completeness of any information, content, service, or merchandise provided through Seller’s website or marketing materials. All products are sold with the understanding that Buyer has independently determined the suitability of such products for its purposes. Seller’s repair services are warranted to be free from defects in workmanship and material for a period of ninety (90) days from the date of repair. Commencing from the date of purchase, new equipment installations by Seller are warranted for a period of one (1) year. Additionally, new equipment exclusively fabricated by Seller shall be warranted for a period of one (1) year to be free from defects in workmanship. Should any failure to conform to this warranty appear within the warranty period, Seller shall, upon notification thereof and substantiation that the product was maintained in accordance with Seller’s standards, correct such defects, at no additional charge, provided however, if Seller determines that a repair or replacement is not commercially practical, Seller shall issue a credit in favor of Buyer in an amount not to exceed the purchase price of the product. This limited warranty is further subject to the condition that Buyer notify Seller of any evident defects in material or workmanship within fifteen (15) days of the date of installation. Any complaints shall be lodged by registered mail within the aforesaid term. Seller shall have no liability with respect to any recommendations or instructions as to handling, use or disposal of any goods, including its use alone or in combination with other products, or as to any apparatus or process for the use of any of Seller’s goods. Warranty work outlined in this section shall only be performed during normal business (or contact) hours.

- Equipment manufacturers offer their own warranty on new equipment sold or installed by Seller. Any such manufacturer’s warranty will be passed on to Buyer and generally apply when the equipment or parts are returned to the manufacturer for repair.
- The labor used to remove and re-install the equipment is not covered, and if Seller provides this labor, there will be a charge to Buyer. Consumable items, including without limitation, batteries, roller guides, and gate wheels are also not covered by Seller’s Limited Warranty.
- THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY,

WHETHER EXPRESSED OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND THE FOREGOING LIMITED WARRANTY SHALL BE BUYER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY. BUYER, IN FURNISHING SPECIFICATIONS TO SELLER, AGREES TO HOLD SELLER HARMLESS AGAINST ANY CLAIMS BY WAY OF INFRINGEMENT OR THE LIKE WHICH ARISE OUT OF COMPLIANCE WITH THE SPECIFICATIONS.

13. Limitation of Liability. The remedies of Buyer set forth above under "Limited Warranty" are the sole and exclusive remedies of Buyer relating to the products and services purchased from Seller hereunder. The total liability of Seller with respect to any contract, or anything done in connection therewith such as the performance or breach hereof, or from the manufacture, sale, delivery, resale, installation or use of any products, whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise shall not exceed the purchase price of the services or products upon which liability is based. Buyer shall indemnify Seller against any and all losses, damages, and expenses including attorneys' fees and other costs that Seller may sustain in defending any action based upon any claim of negligence, breach of implied warranty, or similar claim arising directly or indirectly from the act, omission, or negligence of Buyer in connection with or arising out of the use, operation, replacement, or repair of any product described hereunder and sold by Seller to Buyer. There is no guarantee as to when equipment repaired by Seller will return to a fully operational condition. Seller shall not be liable for any liability, breach of security, loss or damage resulting from malfunctioning equipment or from equipment that has been removed for repair, and Buyer shall at all times be responsible for securing the gate(s) and premises and protecting against any loss or injury that may result from removed or otherwise absent equipment or parts. Buyer is responsible for ensuring that all track-guided and swing gates are free of obstructions, debris and damage that will interfere with the gate operation.

The damages to Seller arising from or relating to the products and services or a subcontractor's work or in connection with this Agreement shall be limited as specified in this section, regardless of whether any such liability may be based on statute, contract, guarantee, warranty, professional liability, fault, negligence (in whole or in part), strict liability or otherwise. Buyer hereby releases Seller from any liability in excess of the amounts respectively specified. The Seller shall not be responsible to the Buyer for the obligations, services, functions performed, acts or defaults of any subcontractors or of such subcontractors' officers, agents, and employees, each of whom shall for this purpose be deemed the agent or employee of the subcontractor to the extent of its subcontract.

14. Indemnification. Buyer agrees to indemnify and hold Seller harmless from any and all claims, demands, actions, and proceedings related to Seller's performance of services hereunder, except to the extent caused by Seller's gross negligence or willful misconduct.

15. Right to Cancel. To the extent Buyer is a residential customer covered under the Home Solicitation Sales Act of California, Buyer has the right to cancel any proposal within three (3) business days. Buyer may cancel by mailing, e-mailing, faxing, or delivering a written notice to Seller at Seller's place of business by midnight of the third business day after Buyer received a signed and dated copy of the contract that includes this notice. In such instance, Buyer shall include Buyer's name, address, and the date Buyer received the signed copy of the contract and this notice. If Buyer cancels this contract, Seller must return to Buyer anything Buyer paid

within ten (10) days of receiving the notice of cancellation. Buyer must make available to Seller at Buyer's residence, in substantially as good condition as Buyer received it, any goods delivered to Buyer under this contract or sale. Alternatively, Buyer may, at Buyer's discretion, comply with Seller's instructions on how to return the goods at Seller's expense and risk. If Buyer makes the goods available to Seller and Seller does not pick them up within twenty (20) days of the date of Buyer's notice of cancellation, Buyer may keep them without any further obligation. If Buyer fails to make the goods available to Seller, or if Buyer agrees to return the goods available to Seller and fail to do so, then Buyer remains liable for performance of all obligations under this contract.

WARNING

ELECTRIC-OPERATED GATES ARE EXTREMELY DANGEROUS. THEY CAN CAUSE SERIOUS INJURY OR DEATH IF NOT OPERATED CORRECTLY AND SAFELY. THEY SHOULD NEVER BE OPERATED BY CHILDREN OR WHEN CHILDREN ARE NEAR THE GATES, AND THEY SHOULD NEVER BE OPERATED WITHOUT ALL THE SAFETY DEVICES IN PLACE AND OPERATING. ELECTRIC GATES SHOULD NEVER BE OPENED OR CLOSED WITHOUT A CLEAR AND UNOBSTRUCTED VIEW OF THE GATE AND THE SURROUNDING AREA.

16. Right to Subcontract. Seller shall have the right to use subcontract services to assist in fulfilling the terms of this contract.

17. Arbitration. Each of the parties hereto irrevocably and unconditionally consents to and agrees that any and all disputes or controversies arising under, out of, or in connection with or in relation to this Contract (except for injunctive or other provisional or emergency relief that may be required in good faith by either party) (each, a "**Dispute**"), shall be resolved exclusively by binding arbitration, in the County of Los Angeles, State of California, using an arbitrator mutually selected by the parties from any source including, but not limited to, ARC, JAMS or other similar ADR organization, provided that such source has specific rules governing the resolution of disputes related to the construction industry and that such rules will govern the resolution of the Dispute. If the parties cannot agree on an arbitrator within thirty (30) days of a party's written notice to the other of its desire to arbitrate such Dispute, then an arbitrator shall be selected by ARC, JAMS or other similar organization as provided for herein, using that organization's procedures for such selection. The arbitrator shall not have the power to make errors of law. The costs of any arbitration shall be shared equally between the parties and each party shall pay its own attorneys' fees and costs, provided that the arbitrator may award the prevailing party its reasonable attorneys' fees and costs.

18. Governing Law. This Contract shall be governed by the laws of the State of California without giving regard to its conflict of laws principles. Any action to enforce or interpret the terms of this Agreement shall be brought exclusively in a court of competent jurisdiction in the County of Los Angeles, State of California.

19. Assignment. This Contract shall bind the respective successors and assigns of the parties, but none of Buyer's rights or obligations may be assigned without Seller's prior written consent, except to its subsidiary or affiliated corporation, provided that such assignment shall not relieve the assignor of its obligations. Any such assignment without Seller's written consent shall be

void. Seller may subcontract any of its obligations hereunder. The Limited Warranty from Seller under this Contract is for the benefit of the initial purchaser only.

20. Miscellaneous. Each paragraph and provision hereof is severable, and if any provision is held invalid or unenforceable, the remainder shall nevertheless remain in full force and effect. This Contract and any other agreement or document entered into by the parties which incorporate these Terms by reference, constitute the final, complete, exclusive and entire agreement between the parties and supersede all prior or contemporaneous agreements, written or oral, regarding the subject matter of this Contract. The failure of Seller to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of such provisions nor the right of Seller to enforce such provisions in the future. The parties may only modify this Contract in a writing signed by both parties.



Memorandum

To: Jeff Mosher, General Manager
 From: Edina Goode, Administrative Services Manager
 Date: April 13, 2022
 Re: Automated Gate Recommendation

SAWPA's sole vehicular access point to the main office is controlled by a manual 6' tall iron gate with multiple padlocks. The first person to arrive at the property each day must unlock a padlock and swing open the gate in order to access the property. Open access to the property continues throughout the day and the same process must be repeated in reverse in the evening in order to secure the property overnight. SAWPA seeks to replace it's 6' tall iron gate with an 8' tall, automated iron gate to improve the security, access and aesthetics of the property.

The scope of the project includes multiple trades to fabricate an iron gate, trench the asphalt, pour a concrete pad, run electrical from an existing source, automate the gate, and connect to our current security system. These trades are not typically available from one vendor and it is not recommended to contract with multiple vendors for this project due to the difficulty of coordination.

A quote was requested from General Door Service, who sent a representative who stated that there were too many trades involved and they could not pull a team together for the project or provide a quote.

Clarks Garage Door Repair was contacted but they were short-staffed and did not have a representative who could provide a quote for work in the Riverside area.

Valley Cities Fence sent a representative to measure for the project but did not provide a quote. During a follow up conversation, they reported that they had reached out to multiple subs to collect cost information but that the subs had not responded with pricing.

Our current security firm, Safe-T Services recommended Automated Gate Services because they work together on automated gate projects. Automated Gate Services provided the only comprehensive quote, totaling \$41,340. Automated Gate Service offers the added benefit of tying into our current security system, allowing employees to use the same key fob to open the gate and to enter the building.

Your concurrence is requested to move forward with a sole source with Automated Gate Services for this project. If you approve, this item needs Commission approval because it would be funded by the building fund.

Concur

DocuSigned by:

 66026DDEB6154FB...
 Jeff Mosher, General Manager

4/27/2022

 Date

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Santa Ana Watershed Project Authority
Cash Transaction Report
Month of March 2022

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

Cash Receipts and Deposits to Account	\$ 931,708.04
Net Investment Transfers	8,625.00
Cash Disbursements	<u>(2,325,488.50)</u>
Net Change for Month	\$ (1,385,155.46)
Balance at Beginning of Month	<u>2,312,760.79</u>
Balance at End of Month per General Ledger	<u>\$ 927,605.33</u>
Collected Balance per Bank Statement	\$ 1,022,042.41

ACCOUNTS PAYABLE RECONCILIATION

Accounts Payable Balance @ 02/28/2022	\$ 6,255,926.95
Invoices Received for March 2022	1,354,128.43
Invoices Paid by check/wire during March 2022 (see attached register)	<u>(2,080,216.37)</u>
Accounts Payable Balance @ 03/31/2022	<u>\$ 5,529,839.01</u>

CASH RECEIPTS

Brine Line Operating Revenues	\$ 904,709.18
Participant Fees	9,007.00
LESJWA Admin Reimbursement	15,108.25
Other	<u>2,883.61</u>
Total Receipts and Deposits	\$ 931,708.04

INVESTMENT TRANSFERS

Transfer of Funds:	
From (to) US Bank	\$ -
From (to) LAIF	-
From (to) Legal Defense Fund	-
From (to) LESJWA	-
From (to) Investments	<u>8,625.00</u>
Total Investment Transfers	\$ 8,625.00

CASH DISBURSEMENTS

By Check:	
Payroll	\$ -
Operations	<u>2,080,216.37</u>
Total Checks Drawn	\$ 2,080,216.37
By Cash Transfer:	
Payroll	\$ 153,515.09
Payroll Taxes	85,616.43
Take Care (AFLAC)	<u>6,140.61</u>
Total Cash Transfers	\$ 245,272.13
Total Cash Disbursements	<u><u>\$ 2,325,488.50</u></u>

Santa Ana Watershed Project Authority
Check Detail
Mar-22

Category	Check #	Check Date	Type	Vendor	Check Amount
Accrued Columetric Costs	EFT04369	3/3/2022	CHK	Orange County Sanitation District	\$ 754,042.24
Accrued Columetric Costs Total					\$ 754,042.24
Auto Expense	5192	3/31/2022	CHK	County of Riverside	\$ 1,078.74
Auto Expense	EFT04412	3/24/2022	CHK	County of Riverside/Transportation	\$ 443.29
Auto Expense Total					\$ 1,522.03
Benefits	5170	3/10/2022	CHK	Cal PERS Long Term Care Program	\$ 462.22
Benefits	5176	3/17/2022	CHK	AFLAC	\$ 336.01
Benefits	5182	3/24/2022	CHK	Cal PERS Long Term Care Progam	\$ 231.11
Benefits	5184	3/24/2022	CHK	Mutual Of Omaha	\$ 2,937.79
Benefits	EFT04381	3/10/2022	CHK	Vantagepoint Transfer Agents	\$ 3,736.49
Benefits	EFT04388	3/10/2022	CHK	Vantagepoint Transfer Agents	\$ 407.23
Benefits	EFT04403	3/24/2022	CHK	ACWA/JPIA	\$ 44,094.21
Benefits	EFT04406	3/24/2022	CHK	Vantagepoint Transfer Agents	\$ 3,935.31
Benefits	EFT04410	3/24/2022	CHK	Vantagepoint Transfer Agents	\$ 407.23
Benefits	P042543	3/10/2022	WDL	CalPERS Supplemental Income	\$ 6,312.60
Benefits	P042544	3/10/2022	WDL	Public Employees' Retirement	\$ 20,863.67
Benefits	P042613	3/24/2022	WDL	CalPERS Supplemental Income	\$ 6,312.60
Benefits	P042614	3/24/2022	WDL	Public Employees' Retirement	\$ 20,863.68
Benefits	WDL000005634	3/1/2022	WDL	Takecare	\$ 452.30
Benefits	WDL000005637	3/4/2022	WDL	Takecare	\$ 2,560.10
Benefits	WDL000005644	3/15/2022	WDL	Takecare	\$ 769.20
Benefits	WDL000005645	3/16/2022	WDL	Takecare	\$ 192.30
Benefits	WDL000005651	3/29/2022	WDL	Takecare	\$ 192.30
Benefits	WDL000005652	3/31/2022	WDL	Takecare	\$ 1,974.41
Benefits Total					\$ 117,040.76
Building Lease	5163	3/3/2022	CHK	Wilson Property Services, Inc	\$ 120.00
Building Lease	5185	3/24/2022	CHK	Wilson Property Services, Inc	\$ 1,984.00
Building Lease	5186	3/24/2022	CHK	Wilson Property Services, Inc	\$ 1,890.00
Building Lease Total					\$ 3,994.00
CEQA	EFT04418	3/24/2022	CHK	Catalyst Environmental Solutions	\$ 9,634.50
CEQA Total					\$ 9,634.50
Cloud Storage	EFT04411	3/24/2022	CHK	Accent Computer Solutions Inc	\$ 1,640.00
Cloud Storage Total					\$ 1,640.00
Computer Hardware	EFT04374	3/3/2022	CHK	Accent Computer Solutions Inc	\$ 2,029.04
Computer Hardware Total					\$ 2,029.04
Construction	5187	3/24/2022	CHK	Western Water Works Supply Company	\$ 32,779.00
Construction Total					\$ 32,779.00
Consulting	5193	3/31/2022	CHK	Traffic Control Engineering	\$ 35,000.00
Consulting	EFT04372	3/3/2022	CHK	Integrated Systems Solutions	\$ 148.00
Consulting	EFT04374	3/3/2022	CHK	Accent Computer Solutions Inc	\$ 14.11
Consulting	EFT04376	3/3/2022	CHK	Raftelis Financial Consultantants	\$ 11,063.75
Consulting	EFT04377	3/3/2022	CHK	GEI Consultants	\$ 11,528.63
Consulting	EFT04379	3/3/2022	CHK	JPW Communications	\$ 5,833.30
Consulting	EFT04387	3/10/2022	CHK	CDM Smith, Inc.	\$ 19,146.00
Consulting	EFT04389	3/10/2022	CHK	Integrated Systems Solutions	\$ 3,351.43
Consulting	EFT04394	3/10/2022	CHK	Kahn Soares & Conway	\$ 2,932.50
Consulting	EFT04400	3/17/2022	CHK	California Rural Water Association	\$ 14,298.75
Consulting	EFT04401	3/17/2022	CHK	JM Consultants	\$ 15,926.93
Consulting	EFT04402	3/17/2022	CHK	North American Weather Consultants	\$ 7,250.00
Consulting	EFT04408	3/24/2022	CHK	West Coast Advisors	\$ 9,750.00
Consulting	EFT04411	3/24/2022	CHK	Accent Computer Solutions Inc	\$ 2,786.40
Consulting	EFT04421	3/31/2022	CHK	Santa Ana Watershed Association	\$ 63.18
Consulting	EFT04422	3/31/2022	CHK	Trussell Technologies, Inc.	\$ 610.00
Consulting	EFT04423	3/31/2022	CHK	Raftelis Financial Consultantants	\$ 6,207.50
Consulting	EFT04424	3/31/2022	CHK	GEI Consultants	\$ 5,950.75
Consulting	EFT04425	3/31/2022	CHK	West Yost & Associates, Inc.	\$ 40,556.75
Consulting Total					\$ 192,417.98
Contributions	EFT04384	3/10/2022	CHK	Water Education Foundation	\$ 3,750.00
Contributions Total					\$ 3,750.00
Credit Cards	P042615	3/11/2022	WDL	US Bank	\$ 15,332.31
Credit Cards Total					\$ 15,332.31
Debt Service	5178	3/17/2022	CHK	State Water Resources Control Board	\$ 665,202.51
Debt Service Total					\$ 665,202.51

Santa Ana Watershed Project Authority
Check Detail
Mar-22

Category	Check #	Check Date	Type	Vendor	Check Amount
Director Costs	EFT04405	3/24/2022	CHK	Eastern Municipal Water District	\$ 480.00
Director Costs	EFT04407	3/24/2022	CHK	Western Municipal Water District	\$ 480.00
Director Costs Total					\$ 960.00
Dues	5164	3/3/2022	CHK	American Payroll Association	\$ 275.00
Dues Total					\$ 275.00
Employee Reimbursement	EFT04371	3/3/2022	CHK	Karen Williams	\$ 199.45
Employee Reimbursement	EFT04375	3/3/2022	CHK	Alison L Lewis	\$ 200.40
Employee Reimbursement	EFT04391	3/10/2022	CHK	Ian Achimore	\$ 20.46
Employee Reimbursement Total					\$ 420.31
Equipment Rented	5177	3/17/2022	CHK	Pitney Bowes Global Financial	\$ 345.60
Equipment Rented	EFT04383	3/10/2022	CHK	Konica Minolta Business Solutions	\$ 678.07
Equipment Rented Total					\$ 1,023.67
Facility Repair & Maintenance	5162	3/3/2022	CHK	Downstream Services Inc	\$ 18,216.24
Facility Repair & Maintenance	5179	3/17/2022	CHK	Innerline Engineering	\$ 1,992.66
Facility Repair & Maintenance	EFT04373	3/3/2022	CHK	TNT Elevator Inc	\$ 272.00
Facility Repair & Maintenance	EFT04385	3/10/2022	CHK	Western Exterminator Co.	\$ 134.05
Facility Repair & Maintenance	EFT04393	3/10/2022	CHK	RivCo Mechanical Services	\$ 626.44
Facility Repair & Maintenance	EFT04398	3/17/2022	CHK	United Storm Water Inc.	\$ 14,597.60
Facility Repair & Maintenance	EFT04416	3/24/2022	CHK	Riverside Cleaning	\$ 1,625.00
Facility Repair & Maintenance Total					\$ 37,463.99
Insurance Expense	5183	3/24/2022	CHK	Alliant Insurance Services	\$ 193,169.00
Insurance Expense Total					\$ 193,169.00
Lab Costs	EFT04386	3/10/2022	CHK	E. S. Babcock & Sons, Inc.	\$ 3,187.28
Lab Costs	EFT04396	3/17/2022	CHK	E. S. Babcock & Sons, Inc.	\$ 584.00
Lab Costs	EFT04409	3/24/2022	CHK	E. S. Babcock & Sons, Inc.	\$ 2,513.56
Lab Costs	EFT04420	3/31/2022	CHK	E. S. Babcock & Sons, Inc.	\$ 1,402.00
Lab Costs Total					\$ 7,686.84
Landscape Maintenance	EFT04392	3/10/2022	CHK	Sims Tree Health Specialists	\$ 520.00
Landscape Maintenance	EFT04397	3/17/2022	CHK	Green Meadows Landscape	\$ 720.00
Landscape Maintenance Total					\$ 1,240.00
Legal	EFT04378	3/3/2022	CHK	Lagerlof, LLP	\$ 6,698.00
Legal	EFT04417	3/24/2022	CHK	Lagerlof, LLP	\$ 4,969.50
Legal Total					\$ 11,667.50
Office Expense	5160	3/3/2022	CHK	Staples Business Advantage	\$ 29.45
Office Expense	EFT04382	3/10/2022	CHK	Konica Minolta Business Solutions	\$ 81.72
Office Expense	EFT04404	3/24/2022	CHK	Aramark Refreshment Services	\$ 210.71
Office Expense	EFT04419	3/31/2022	CHK	Konica Minolta Business Solutions	\$ 94.85
Office Expense Total					\$ 416.73
Other Contract Services	EFT04369	3/3/2022	CHK	Orange County Sanitation District	\$ 3,455.47
Other Contract Services Total					\$ 3,455.47
Payroll	WDL000005638	3/11/2022	WDL	Direct Deposit 3/11/2022	\$ 74,725.53
Payroll	WDL000005639	3/11/2022	WDL	PR Tax - Federal	\$ 34,793.49
Payroll	WDL000005640	3/11/2022	WDL	PR Tax - State	\$ 7,487.18
Payroll	WDL000005641	3/11/2022	WDL	PR Tax - State AZ	\$ 116.78
Payroll	WDL000005642	3/25/2022	WDL	Direct Deposit 3/25/2022	\$ 78,789.56
Payroll	WDL000005647	3/25/2022	WDL	PR Tax - Federal	\$ 35,659.02
Payroll	WDL000005648	3/25/2022	WDL	PR Tax - State	\$ 7,443.18
Payroll	WDL000005649	3/25/2022	WDL	PR Tax - State AZ	\$ 116.78
Payroll Total					\$ 239,131.52
Payroll Garnishment	5175	3/10/2022	CHK	Riverside County Sheriff	\$ 634.48
Payroll Garnishment	5188	3/24/2022	CHK	Riverside County Sheriff	\$ 634.48
Payroll Garnishment Total					\$ 1,268.96
Permit Fees	5174	3/10/2022	CHK	City of Eastvale	\$ 350.00
Permit Fees Total					\$ 350.00
Prop 1	5161	3/3/2022	CHK	Municipal Water District of Orange County	\$ 2,998.07
Prop 1 Total					\$ 2,998.07
Safety	EFT04370	3/3/2022	CHK	Underground Service Alert	\$ 241.40
Safety Total					\$ 241.40
Shipping/Postage	5158	3/3/2022	CHK	General Logistics Systems US	\$ 34.48
Shipping/Postage	5167	3/10/2022	CHK	General Logistics Systems US	\$ 59.36
Shipping/Postage	5180	3/24/2022	CHK	General Logistics Systems US	\$ 25.44
Shipping/Postage Total					\$ 119.28

Santa Ana Watershed Project Authority
Check Detail
Mar-22

Category	Check #	Check Date	Type	Vendor	Check Amount
Software	EFT04389	3/10/2022	CHK	Integrated Systems Solutions	\$ 12,555.13
Software	EFT04390	3/10/2022	CHK	Accent Computer Solutions Inc	\$ 1,189.50
Software	EFT04399	3/17/2022	CHK	Accent Computer Solutions Inc	\$ 191.97
Software	EFT04411	3/24/2022	CHK	Accent Computer Solutions Inc	\$ 1,253.70
Software Total					\$ 15,190.30
Subscriptions	EFT04380	3/3/2022	CHK	Verizon Connect	\$ 104.70
Subscriptions	EFT04395	3/10/2022	CHK	Gladwell Governmental Services	\$ 250.00
Subscriptions Total					\$ 354.70
Utilities	5159	3/3/2022	CHK	AT&T	\$ 204.46
Utilities	5165	3/10/2022	CHK	Riverside, City of	\$ 156.81
Utilities	5166	3/10/2022	CHK	Riverside, City of	\$ 1,775.05
Utilities	5168	3/10/2022	CHK	AT&T	\$ 823.94
Utilities	5169	3/10/2022	CHK	AT&T	\$ 1,007.38
Utilities	5171	3/10/2022	CHK	Southern California Edison	\$ 24.72
Utilities	5172	3/10/2022	CHK	Southern California Edison	\$ 167.80
Utilities	5173	3/10/2022	CHK	Burrtec Waste Industries, Inc	\$ 177.87
Utilities	5181	3/24/2022	CHK	AT&T	\$ 967.97
Utilities	5189	3/31/2022	CHK	AT&T	\$ 1,007.38
Utilities	5190	3/31/2022	CHK	AT&T	\$ 822.17
Utilities	5191	3/31/2022	CHK	Southern California Edison	\$ 24.80
Utilities	EFT04413	3/24/2022	CHK	Verizon Wireless Services LLC	\$ 1,049.42
Utilities	EFT04414	3/24/2022	CHK	Verizon Wireless Services LLC	\$ 130.61
Utilities	EFT04415	3/24/2022	CHK	Verizon Wireless Services LLC	\$ 331.01
Utilities Total					\$ 8,671.39
Grand Total					\$ 2,325,488.50

	Accounts Payable
Checks	\$ 2,010,531.51
Wire Transfers	\$ 69,684.86
	<u>\$ 2,080,216.37</u>

Take Care	\$ 6,140.61
Other	\$ -
Payroll	\$ 239,131.52
	<u>\$ 2,325,488.50</u>

Total Disbursements for March 2022

Santa Ana Watershed Project Authority
Consulting
Mar-22

Check #	Check Date	Task #	Task Description	Vendor Name	Total Contract	Check Amount	Remaining Contract Amount	Notes/Comments	
EFT04374	3/3/2022	ACS100-24	Multi-Factor Authentication and Wireless Network Configuration IT Services	Accent Computer Solutions	\$ 8,225.00	\$ 14.11	\$ 1,471.31		
EFT04411	3/24/2022	ACS100-23		Accent Computer Solutions	\$ 107,375.00	\$ 2,786.40	\$ 65,080.90		
EFT04400	3/17/2022	CRWA WO2022-30	Grant Preparation DCI	California Rural Water Association	\$ 19,800.00	\$ 14,298.75	\$ 1,883.75		
EFT04387	3/10/2022	CDM386-16	Implementation of SAR Regional Bacteria Monitoring Program	CDM Smith	\$ 1,070,535.00	\$ 19,146.00	\$ 773,041.18		
EFT04377	3/3/2022	GEI386-01	Homeless Encampment - Phase 1A Water Quality Monitoring Homeless Encampment - Phase 1A Water Quality Monitoring	GEI Consultants	\$ 119,514.00	\$ 11,528.63	\$ 23,605.09		
EFT04424	3/31/2022	GEI386-01		GEI Consultants	\$ 119,514.00	\$ 5,950.75	\$ 23,605.09		
EFT04372	3/3/2022	INSOL100-17	Great Plains and Journyx Support HRIS - Greenshades	Integrated Systems Solutions	\$ 4,750.00	\$ 148.00	\$ 791.00		
EFT04389	3/10/2022	INSOL100-19		Integrated Systems Solutions	\$ 17,294.06	\$ 3,351.43	\$ 1,480.00		
EFT04401	3/17/2022	JMC373-03	Roundtable of Regions Network Coordinator	JM Consultants	\$ 72,900.00	\$ 15,926.93	\$ 37,160.40		
EFT04379	3/3/2022	JPW392-01	Emerging Constituents Program Social Media Support	JPW Communications	\$ 105,000.00	\$ 5,833.30	\$ 44,125.20		
EFT04394	3/10/2022	KSC384-02	MSAR Pathogen TMDL TF Regulatory Support Basin Monitoring Program TF Regulatory Support Emerging Constituents Program TF Regulatory Support	Kahn, Soares, & Conway	\$ 149,750.00	\$ 1,275.00	\$ 118,558.50		
EFT04394	3/10/2022	KSC374-02		Kahn, Soares, & Conway	\$ 116,000.00	\$ 1,612.50	\$ 86,210.00		
EFT04394	3/10/2022	KSC392-02		Kahn, Soares, & Conway	\$ 46,500.00	\$ 45.00	\$ 40,265.00		
EFT04402	3/17/2022	NAWC370-02	Weather Modification Ground Seeding Site Analysis	North American Weather Consultants	\$ 14,500.00	\$ 7,250.00	\$ -	Closed	
EFT04376	3/3/2022	RFC240-02	Inland Empire Brine Line Reserve Policy Inland Empire Brine Line Reserve Policy	Raftelis Financial Consultants	\$ 69,495.00	\$ 11,063.75	\$ 31,331.25		
EFT04423	3/31/2022	RFC240-02		Raftelis Financial Consultants	\$ 69,495.00	\$ 6,207.50	\$ 31,331.25		
EFT04421	3/31/2022	SAWA381-01	Van Buren Bridge Sucker restoration Project	Santa Ana Watershed Association	\$ 28,976.67	\$ 63.18	\$ 8,967.49		
5193	3/31/2022	TCE320-01	Prado Reservoir MAS Modification	Traffic Control Engineering	\$ 35,000.00	\$ 35,000.00	\$ -		
EFT04422	3/31/2022	TRU240-26	Brine Line PFAS Assessment	Trussell Technologies	\$ 15,560.00	\$ 610.00	\$ -		
EFT04408	3/24/2022	WCA100-03-04	State Legislative Consulting Services	West Coast Advisors	\$ 240,000.00	\$ 9,750.00	\$ 84,000.00		
EFT04425	3/31/2022	WEST374-01	Workplan for Basin Monitoring Program TF Planning Priorities	West Yost & Associates	\$ 339,102.00	\$ 40,556.75	\$ 185,905.00		
					\$ 192,417.98				

COMMISSION MEMORANDUM NO. 2022.32

DATE: May 17, 2022
TO: SAWPA Commission
SUBJECT: Inter-Fund Borrowing – March 2022
PREPARED BY: Karen Williams, DGM/CFO

RECOMMENDATION

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

DISCUSSION

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

The following projects, with negative cash flow, are listed below with the amounts borrowed from SAWPA General Fund Reserves in March 2022. The total amount borrowed is over the aggregate \$250,000 amount recommended in Resolution No. 452, Inter-Fund and Inter-Project Loan Policy. The Commission has requested that this item be brought back each month as an informational item when the loan amount is over the \$250,000 aggregate amount.

Fund	Fund Name	02/28/2022 Balance	Loan Receipts	New Charges	03/31/2022 Balance
135	Proposition 84 Admin R2	86,011.34	(0.00)	0.00	86,011.34
145	Proposition 84 Admin R4	416,308.94	(0.00)	36,076.23	452,385.17
150	Proposition 1 – Admin	57,486.75	(0.00)	17,205.79	74,692.54
397	Energy – Water DAC	6,790.15	(0.00)	955.42	7,745.57
398	Proposition 1 – DACI Grant	47,840.90	(0.00)	0.00	47,840.90
477	LESJWA Administration	13,777.16	(15,108.25)	23,635.57	22,304.48
	Total Funds Borrowed	\$628,215.24	(\$15,108.25)	\$77,873.01	\$690,980.00
	General Fund Reserves Balance		\$2,435,073.80		
	Less Amount Borrowed		<u>690,980.00</u>		
	Balance of General Fund Reserves		\$1,744,093.80		

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

NEGATIVE CASH-FLOW FUNDS

Fund No.	Source of Funding	Billing Frequency	Projected Payment Time
135, 145,150 – Proposition 1 & 84 Admin	DWR – Prop 1 & 84 Grant	Monthly/Quarterly	Up to 4 months
397 – Energy – Water DAC	City of Riverside Grant	Quarterly	Up to 4 months
398 – Proposition 1 – DACI Grant	DWR – Prop 1 Grant	Monthly	Up to 4 months
477 – LESJWA Admin	Reimbursement from LESJWA	Monthly	2 to 4 weeks
504 – Proposition 84 SARCCUP Projects	DWR – Prop 84 Grant	Monthly/Quarterly	Up to 4 months

Fund 135

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

Fund 145

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

Fund 150

This fund is for the administration of Proposition 1 grant funds. Once the contract has been signed by DWR these funds will be billed quarterly and 10% will be withheld for retention.

Fund 397

This fund is for the transformative climate communities grant provided by a sub-recipient agreement between SAWPA and the City of Riverside. These funds will be billed on a quarterly basis.

Fund 398

This fund is for the Proposition 1 DACI grant project. These funds will be billed monthly and 10% will be withheld for retention.

Fund 477

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

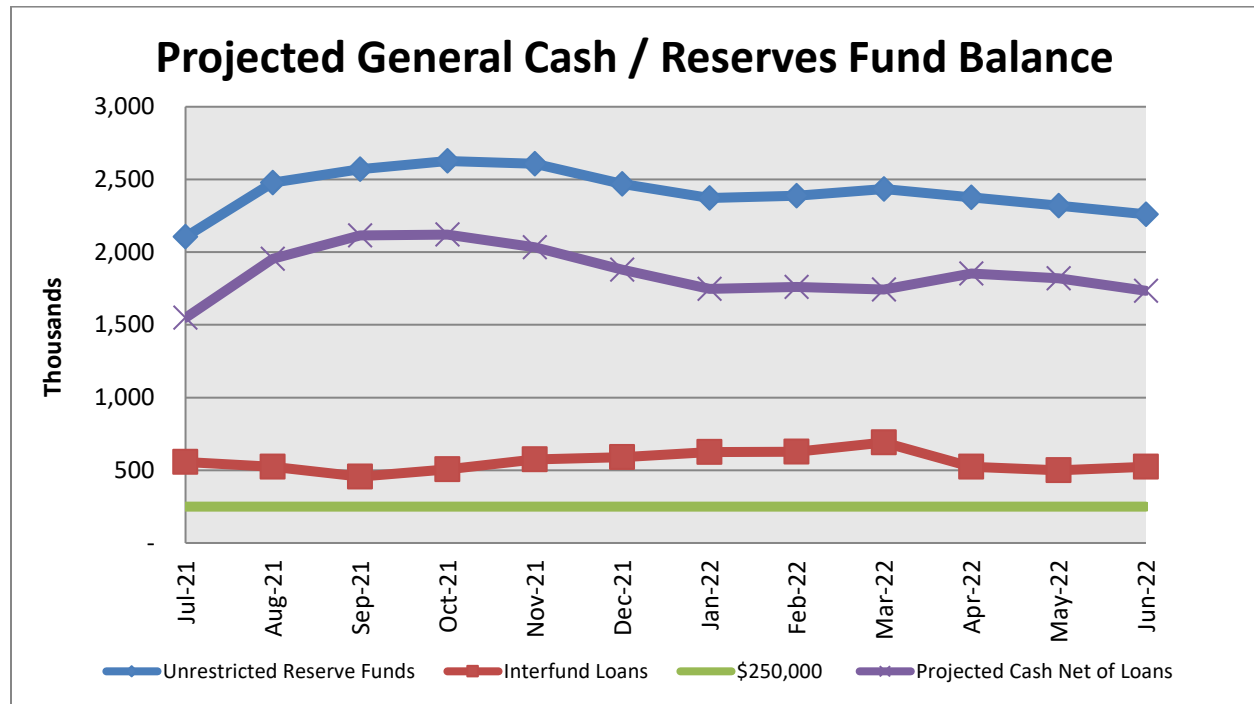
Fund 504

This fund is for the implementation of SARCCUP projects which are administered through PA22 and PA23.

The following graph shows the total budget, total project costs to date, and the amount remaining on each grant.

Fund	Fund Name	Total Budget	Costs Through 03/31/2022	Remaining Grant Budget
145	Proposition 84 Admin R4	\$3,213,384	(\$1,283,113)	\$1,930,271
150	Proposition 1 Admin	1,157,000	(175,508)	981,492
398	Proposition 1 – DACI Grant	6,300,000	(6,300,000)	-
504	Prop 84 – 2015 Round (SARCCUP)	1,543,810	(843,898)	699,912
505	Prop 1 – Round 1 Capital Projects	500,000	(273,690)	226,310
Totals		\$12,714,194	(\$8,876,209)	\$3,837,985

The following graph shows projected inter-fund loan balances, total unrestricted General Fund Reserves available for loans, and projected cash net of loans through June 2022. The projected loan balance is expected to remain over the \$250,000 aggregate limit through June 2022 because of Proposition 1 and 84 grants but can be covered by General Fund Reserves without a major impact on cash flow.



RESOURCE IMPACTS

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

Attachments:

1. Resolution No. 452 | Amending the Inter-Fund, Inter-Project and Inter-Agency Loan Policy

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RESOLUTION NO. 452

A RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY AMENDING THE INTER-FUND, INTER-PROJECT AND INTER-AGENCY LOAN POLICY

WHEREAS, the Commission of the Santa Ana Watershed Project Authority (hereafter "SAWPA") previously adopted, by minute action taken on August 3, 1996, an "Inter-Fund/Inter-Project Loan Policy" to regulate loans from one SAWPA Fund or Project to another SAWPA Fund or Project; and

WHEREAS, the Commission desires to amend the "Inter-Fund Fund/Project Loan Policy" by formally adopting such Policy, by way of this Resolution, regulating how and in what manner such inter-fund or inter-project loans are to take place and mandating that all such loans require Commission approval in advance as contemplated by the policy adopted on August 3, 1996.


NOW, THEREFORE, BE IT RESOLVED that the Commission of the Santa Ana Watershed Project Authority hereby amends the following Loan Policy for any loan from one SAWPA Fund or Project to another SAWPA Fund or Project:

1. Loans from any SAWPA Fund or Project to another SAWPA Fund, Project or another public agency shall be approved in advance by the SAWPA Commission. The approval shall be in written format and include documentation of the specifics of the transaction. The approval shall include a finding that the loan will not expose the lending SAWPA Fund or Project to significant financial or operational risk.
2. Unless otherwise provided for by the Commission, the borrowing Fund, Project or public agency shall be required to repay the loan within a specific period of time and at a rate of interest as determined by the Commission. For the purposes of this policy, SAWPA's calculated quarterly rate of return may be used as the basis for interest payable on the outstanding principal for any loan. The period for repayment of the loan shall be determined by the Commission, but shall be no longer than the life of the lending Fund or Project.
3. The borrowing Fund's, Project's or public agency's repayment source shall be identified and included in the approval action by the Commission and the "loan documentation". The "loan documentation" shall include a written agreement, resolution or other document approved by the Commission setting forth all of the foregoing terms and conditions.

4. Loans to reimbursable SAWPA grant contract projects and related efforts for short-term (i.e., current fiscal year) operating cash flow purposes may be borrowed from the SAWPA General Fund Reserve without prior Commission approval. But all such loans shall be reported to the Commission within 30 days of each such loan. Such loans shall be paid off on a continuous basis. The total funds loaned for all such grant contract projects and related efforts shall not exceed \$250,000.00 in the aggregate for each fiscal year, without prior written approval by the Commission. Payment of interest will be based on the actual interest that would have been earned by the SAWPA General Fund Reserve had those funds not been borrowed. Cash flow and receivables will be reported at least quarterly to forecast needs and demonstrate compliance.
5. Prior to June 30th of each year, staff shall provide to the Commission an annual written report of all such Inter-fund, Inter-project or Inter-agency loans, amounts repaid and any outstanding loan balances.

ADOPTED this 13th day of December 2005.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: 
Mark Bulot, Chair



COMMISSION MEMORANDUM NO. 2022.33

DATE: May 17, 2022
TO: SAWPA Commission
SUBJECT: Performance Indicators and Financial Reporting – March 2022
PREPARED BY: Karen Williams, DGM/CFO

RECOMMENDATION

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

DISCUSSION

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

Financial Reporting

Balance Sheet by Fund Type	Lists total assets, liabilities, and equity by fund type for a given period.
Revenue & Expense by Fund Type	Lists total revenue and expenses by fund type for a given period.
Receivables Management	Shows total outstanding accounts receivable by age.
Open Task Order Schedule	Shows SAWPA's total outstanding obligation for open task orders.
List of SAWPA Funds	Shows each SAWPA Fund with the fund description and fund group.
Debt Service Funding Analysis	Shows total annual income by source used to make debt service payments through debt maturity at FYE 2048.
Debt Service Payment Schedule	Shows total debt service interest and principal payments through debt maturity at FYE 2048.

Cash and Investments

Total Cash and Investments (chart)	Shows the changes in cash and investments balance for the last twelve months.
Cash Balance & Source of Funds	Shows total cash and investments for all SAWPA funds and the types of investments held for each fund.
Cash & Investments (pie chart)	Shows total cash and investments for all SAWPA funds and the percentage of each investment type.
Reserve Account Analysis	Shows changes to each reserve account for the year and projected ending balance for each.

Twelve Month Security Schedule (chart)	Shows the maturity dates for securities held and percentage of securities in each category.
Treasurer's Report	Shows book and market value for both Treasury strips and securities held by the Agency.

Performance Indicators

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

RESOURCE IMPACTS

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

Attachments:

- | | |
|---------------------------------------|-------------------------------------------------|
| 1. Balance Sheet by Fund Type | 10. Reserve Account Analysis |
| 2. Revenue & Expense by Fund Type | 11. Twelve-Month Maturity Schedule - Securities |
| 3. Accounts Receivable Aging Report | 12. Treasurer's Report |
| 4. Open Task Order Schedule | 13. Average Daily Flow by Month |
| 5. List of SAWPA Funds | 14. Summary of Labor Multipliers |
| 6. Debt Service Funding Analysis | 15. General Fund Costs |
| 7. Debt Service Payment Schedule | 16. Benefits |
| 8. Total Cash and Investments (chart) | 17. Labor Hours Budgeted vs. Actual |
| 9. Cash Balance & Source of Funds | |

Santa Ana Watershed Project Authority
Balance Sheet by Fund Type
For the Eight Months Ending Monday, February 28, 2022

	General Fund	Brine Line Enterprise	Capital Projects	OWOW Projects	Roundtable Projects	Fund Totals
Assets						
Current Assets						
Cash and Investments	\$3,134,627.30	\$53,690,432.86	(\$3,364.37)	\$1,798,514.74	\$2,710,844.14	\$61,331,054.67
Accounts Receivable	(69.69)	2,124,017.33	0.00	5,981,965.03	91,368.32	8,197,280.99
Prepays and Deposits	19,426.29	23,331.15	0.00	0.00	0.00	42,757.44
Total Current Assets	<u>3,153,983.90</u>	<u>55,837,781.34</u>	<u>(3,364.37)</u>	<u>7,780,479.77</u>	<u>2,802,212.46</u>	<u>69,571,093.10</u>
Fixed Assets						
Property, Plant & Equipment						
less accum depreciation	1,370,213.48	74,763,556.48	0.00	0.00	0.00	76,133,769.96
Work In Process	0.00	0.00	389,473.60	0.00	0.00	389,473.60
Total fixed assets	<u>1,370,213.48</u>	<u>74,763,556.48</u>	<u>389,473.60</u>	<u>0.00</u>	<u>0.00</u>	<u>76,523,243.56</u>
Other Assets						
Wastewater treatment/disposal						
rights, net of amortization	0.00	21,901,806.89	0.00	0.00	0.00	21,901,806.89
Inventory - Mitigation Credits	0.00	0.00	0.00	0.00	1,910,560.00	1,910,560.00
Total Other Assets	<u>0.00</u>	<u>21,901,806.89</u>	<u>0.00</u>	<u>0.00</u>	<u>1,910,560.00</u>	<u>23,812,366.89</u>
Total Assets	<u><u>\$4,524,197.38</u></u>	<u><u>\$152,503,144.71</u></u>	<u><u>\$386,109.23</u></u>	<u><u>\$7,780,479.77</u></u>	<u><u>\$4,712,772.46</u></u>	<u><u>\$169,906,703.55</u></u>
Liabilities and Fund Equity						
Current Liabilities						
Accounts Payable/Accrued Expenses	\$659,060.26	\$2,076,958.76	\$67,779.00	\$5,321,070.10	\$129,104.76	\$8,253,972.88
Accrued Interest Payable	0.00	221,831.90	0.00	0.00	0.00	221,831.90
Customer Deposits	0.00	17,856.22	0.00	0.00	467,092.16	484,948.38
Noncurrent Liabilities						
Long-term Debt	2,271,166.00	23,428,489.35	0.00	0.00	0.00	25,699,655.35
Deferred Revenue	0.00	62,678,671.50	0.00	0.00	0.00	62,678,671.50
Total Liabilities	<u>2,930,226.26</u>	<u>88,423,807.73</u>	<u>67,779.00</u>	<u>5,321,070.10</u>	<u>596,196.92</u>	<u>97,339,080.01</u>
Fund Equity						
Contributed Capital	0.00	20,920,507.03	0.00	0.00	0.00	20,920,507.03
Retained Earnings	2,305,948.25	43,842,307.95	389,473.60	2,071,139.48	3,797,623.73	52,406,493.01
Revenue Over/Under Expenditures	(711,977.13)	(683,478.00)	(71,143.37)	388,270.19	318,951.81	(759,376.50)
Total Fund Equity	<u>1,593,971.12</u>	<u>64,079,336.98</u>	<u>318,330.23</u>	<u>2,459,409.67</u>	<u>4,116,575.54</u>	<u>72,567,623.54</u>
Total Liabilities & Fund Equity	<u><u>\$4,524,197.38</u></u>	<u><u>\$152,503,144.71</u></u>	<u><u>\$386,109.23</u></u>	<u><u>\$7,780,479.77</u></u>	<u><u>\$4,712,772.46</u></u>	<u><u>\$169,906,703.55</u></u>

Santa Ana Watershed Project Authority
Revenue & Expenses by Fund Type
For the Eight Months Ending Monday, February 28, 2022

	General Fund	Brine Line Enterprise	Capital Projects	OWOW Projects	Roundtable Projects	Fund Totals
Operating Revenue						
Discharge Fees	\$0.00	\$8,151,272.38	\$0.00	\$0.00	\$0.00	\$8,151,272.38
Grant Proceeds	0.00	0.00	0.00	(2,355,714.40)	0.00	(2,355,714.40)
Financing Proceeds	0.00	0.00	0.00	0.00	162,407.38	162,407.38
Total Operating Revenue	0.00	8,151,272.38	0.00	(2,355,714.40)	162,407.38	5,957,965.36
Operating Expenses						
Labor	1,018,504.85	712,266.16	1,118.11	312,153.37	103,341.81	2,147,384.30
Benefits	300,309.17	282,057.35	442.76	123,612.73	40,923.37	747,345.38
Indirect Costs	0.00	1,148,885.33	1,803.50	503,503.44	166,690.37	1,820,882.64
Education & Training	14,508.24	1,113.13	0.00	0.00	0.00	15,621.37
Consulting & Professional Services	181,653.60	63,276.40	35,000.00	195,695.55	613,072.13	1,088,697.68
Operating Costs	644.60	2,066,328.39	0.00	0.00	0.00	2,066,972.99
Repair & Maintenance	40,321.58	136,822.18	0.00	0.00	0.00	177,143.76
Phone & Utilities	40,108.65	7,927.58	0.00	0.00	0.00	48,036.23
Equipment & Computers	147,375.15	45,466.71	0.00	49.47	0.00	192,891.33
Meeting & Travel	15,779.71	0.00	0.00	2,500.00	25.00	18,304.71
Other Administrative Costs	120,809.18	63,055.25	0.00	18,020.00	10,662.64	212,547.07
Indirect Costs Applied	(1,841,589.71)	0.00	0.00	0.00	0.00	(1,841,589.71)
Other Expenses	48,532.61	302,737.75	32,779.00	0.00	0.00	384,049.36
Construction	0.00	0.00	0.00	(2,748,611.54)	0.00	(2,748,611.54)
Total Operating Expenses	86,957.63	4,829,936.23	71,143.37	(1,593,076.98)	934,715.32	4,329,675.57
Operating Income (Loss)	(86,957.63)	3,321,336.15	(71,143.37)	(762,637.42)	(772,307.94)	1,628,289.79
Nonoperating Income (Expense)						
Member Contributions	716,845.00	0.00	0.00	845,000.00	20,000.00	1,581,845.00
Other Agency Contributions	0.00	0.00	0.00	501,414.10	1,064,375.00	1,565,789.10
Interest Income	11,374.17	142,729.60	0.00	3,255.37	6,884.75	164,243.89
Interest Expense - Debt Service	0.00	(564,958.86)	0.00	0.00	0.00	(564,958.86)
Other Income	1,499.04	400.58	0.00	0.00	0.00	1,899.62
Retiree Medical Benefits	(67,931.78)	0.00	0.00	0.00	0.00	(67,931.78)
Total Nonoperating Income (Expense)	661,786.43	(421,828.68)	0.00	1,349,669.47	1,091,259.75	2,680,886.97
Excess Rev over (under) Exp	\$574,828.80	\$2,899,507.47	(\$71,143.37)	\$587,032.05	\$318,951.81	\$4,309,176.76

Aging Report
 Santa Ana Watershed Project Authority
 Receivables as of March 31, 2022

Customer Name	Project	Total	0-30 Days	31-60 Days	61 and Over
Chino Basin Desalter Authority	Brine Line	156,328.40	167,180.51	156,328.40	
Department of Water Resources	Prop 84, Prop 1	5,948,723.74			5,948,723.74
Eastern Municipal Water District	Brine Line	186,030.37	212,932.34	186,030.37	
Inland Empire Utilities Agency	Brine Line	188,514.73	91,356.38	97,158.35	
Rialto BioEnergy	Brine Line	8,896.88	8,896.88		
Riverside, City of	Basin Monitoring	11,641.50			11,641.50
San Bernardino Valley Municipal Water District	Brine Line	124,136.29	119,421.82	124,136.29	
Western Municipal Water District	Brine Line, Prop 1 Local Cost Share	753,745.77	355,163.17	398,582.60	
Total Accounts Receivable		7,378,017.68	954,951.10	962,236.01	5,960,365.24

Santa Ana Watershed Project Authority
Open Task Orders Schedule
Mar-22
(Reflects Invoices Received as of 04/12/22)

Task Order No.	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager	Comments
ACS100-23	100-00	Accent Computer Solutions	IT Services	10/01/2021	12/31/2022	\$ 107,375.00	\$ -	\$ 107,375.00	\$ 42,294.10	\$ 65,080.90	Dean Unger	
ACS100-24	100-00	Accent Computer Solutions	Multi-Factor Authentication and Wireless Network Configuration	02/01/2022	12/31/2022	\$ 8,225.00	\$ -	\$ 8,225.00	\$ 6,753.69	\$ 1,471.31	Dean Unger	
BART100-07	100-00	Bartel & Associates	2022 GASB 68 Actuarial Information for CalPERS Cost Sharing	04/01/2022	12/31/222	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	Karen Williams	
GPA100-01	100-00	Gillis & Panichapan Architects	SAWPA Building Renovations	10/13/2020	06/30/2022	\$ 45,200.00	\$ -	\$ 45,200.00	\$ 27,566.76	\$ 17,633.24	Edina Goode	
INSOL100-17	100-00	Integrated Systems Solutions	Great Plains and Journyx Tech Support	07/01/2021	06/30/2022	\$ 4,750.00	\$ -	\$ 4,750.00	\$ 3,959.00	\$ 791.00	Dean Unger	
KON100-08	100-00	Konica Minolta	Copiers and Scanners Lease	01/15/2021	01/15/2025	\$ 29,040.00	\$ -	\$ 29,040.00	\$ 9,352.19	\$ 19,687.81	Dean Unger	
LSGK100-10	100-00	Lagerlof, LLP	Legal Services	07/01/2021	06/30/2022	\$ 99,830.00	\$ -	\$ 99,830.00	\$ 38,439.00	\$ 61,391.00	Jeff Mosher	
NICO100-08	100-00	Nicolay Consulting Group	GASB 75 Actuarial Valuation and Reports	04/01/2022	06/01/2023	\$ 4,900.00	\$ -	\$ 4,900.00	\$ -	\$ 4,900.00	Karen Williams	
PBS100-01	100-00	PlanetBids	PlanetBids Support Services	04/01/2022	06/30/2023	\$ 11,750.00	\$ -	\$ 11,750.00	\$ -	\$ 11,750.00	Edina Goode	
BMH100-01	100-03	Bell, McAndrews, & Hiltachk	FPPC Lobby Reporting	07/01/2021	06/30/2022	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 980.00	\$ 220.00	Karen Williams	
WCA100-03-04	100-03	West Coast Advisors	State Legislative Consulting	09/15/2020	12/21/2022	\$ 240,000.00	\$ -	\$ 240,000.00	\$ 156,000.00	\$ 84,000.00	Jeff Mosher	
WO2022-4	240	E S Babcock	Water Quality Analysis & Sampling	07/01/2021	06/30/2022	\$ 75,625.00	\$ -	\$ 75,625.00	\$ 45,192.89	\$ 30,432.11	David Ruhl	
DOUG240-04	240	Douglas Environmental	On-Call Brine Line Flow Meter Calibration	07/01/2021	06/30/2023	\$ 24,575.00	\$ -	\$ 21,575.00	\$ 7,585.00	\$ 13,990.00	David Ruhl	
DOW240-02	240	Downstream Services	Brine Line Pipe Cleaning Services	07/01/2020	06/30/2022	\$ 210,476.00	\$ -	\$ 210,476.00	\$ 50,391.24	\$ 160,084.76	David Ruhl	
DUDK240-06	240	Dudek	Reach V Line Failure at Pasadena Street	12/18/2021	03/31/2022	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	David Ruhl	
HAZ240-11	240	Haz Mat Trans Inc	Line Draining & Emergency Response	07/01/2021	06/30/2023	\$ 139,360.00	\$ -	\$ 139,360.00	\$ 37,021.25	\$ 102,338.75	David Ruhl	
HAZ240-12	240	Haz Mat Trans Inc	BL Debris Hauling & Disposal Services	07/01/2021	06/30/2023	\$ 63,990.00	\$ -	\$ 63,990.00	\$ -	\$ 63,990.00	David Ruhl	
WO2022-5	240	Inland Empire Utilities Agency	Reach 4A Upper - BL Maintenance	07/01/2021	06/30/2022	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	David Ruhl	
INN240-04	240	Innerline Engineering	Brine Line On-Call Inspection Services	07/01/2021	06/30/2023	\$ 99,050.00	\$ -	\$ 99,050.00	\$ 4,176.14	\$ 94,873.86	David Ruhl	
RFC240-02	240	Raftelis Finacial Consulting	Inland Empire Brine Line Reserve Policy	11/01/2021	06/30/2022	\$ 50,895.00	\$ -	\$ 50,895.00	\$ 38,163.75	\$ 12,731.25	David Ruhl	
TKE240-03	240	TKE Engineering & Planning	On-Call Brine Line Land Surveying	07/01/2021	06/30/2023	\$ 36,800.00	\$ -	\$ 36,800.00	\$ -	\$ 36,800.00	David Ruhl	
TRU240-26	240	Trussell Technologies	Brine Line PFAS Assessment	05/11/2021	06/30/2022	\$ 15,560.00	\$ -	\$ 15,560.00	\$ 15,560.00	\$ -	David Ruhl	
CES370-01	370-01	Catalyst Environmental Solutions	SAR Watershed Weather Modification Pilot Program CEQA	11/01/2021	06/30/2022	\$ 63,271.58	\$ -	\$ 63,271.58	\$ 55,903.36	\$ 7,368.22	Mark Norton	
JMC373-03	373	JM Consultants	Roundtable of Regions Network Coordinator	07/01/2021	06/30/2022	\$ 72,900.00	\$ -	\$ 72,900.00	\$ 35,739.60	\$ 37,160.40	Ian Achimore	
KSC374-02	374	Kahn, Soares, & Conway	Basin Monitoring TF Regulatory Support	07/01/2021	06/30/2023	\$ 116,000.00	\$ -	\$ 116,000.00	\$ 29,790.00	\$ 86,210.00	Mark Norton	140
WEST374-01	374	West Yost	Workplan for Basin Monitoring Program TF Planning	07/01/2021	06/30/2022	\$ 339,102.00	\$ -	\$ 339,102.00	\$ 153,197.00	\$ 185,905.00	Mark Norton	

Santa Ana Watershed Project Authority
Open Task Orders Schedule
Mar-22
(Reflects Invoices Received as of 04/12/22)

Task Order No. Project Contracts	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager	Comments
SAWA381-01	381	Santa Ana Watershed Association	Van Buren Bridge Sucker Restoration	09/26/2018	12/31/2022	\$ 15,130.20	\$ 5,228.00	\$ 20,358.20	\$ 20,009.18	\$ 349.02	Ian Achimore	
KSC384-02	384-01	Kahn, Soares, & Conway	MSAR Pathogen TMDL TF Regulatory Support	07/01/2021	06/30/2023	\$ 149,750.00	\$ -	\$ 149,750.00	\$ 31,191.50	\$ 118,558.50	Mark Norton	
CDM386-16	386	CDM Smith	Implementation of SAR Regional Bacteria Monitoring Program	01/01/2021	06/30/2024	\$ 1,070,535.00	\$ -	\$ 1,070,535.00	\$ 297,493.82	\$ 773,041.18	Rick Whetsel	
GEI386-01	386	GEI Consultants	Homeless Encampment - Phase 1A Water Quality Monitoring	07/01/2021	12/31/2022	\$ 119,514.00	\$ -	\$ 119,514.00	\$ 95,908.91	\$ 23,605.09	Rick Whetsel	
JPW392-01	392	JPW Communications	Emerging Constituents Program Social Media Support	07/01/2020	06/30/2023	\$ 105,000.00	\$ -	\$ 105,000.00	\$ 44,125.20	\$ 60,874.80	Mark Norton	
KSC392-02	392	Kahn, Soares, & Conway	Emerging Constituents Program TF Regulatory Support	07/01/2021	06/30/2023	\$ 46,500.00	\$ -	\$ 46,500.00	\$ 6,235.00	\$ 40,265.00	Mark Norton	
QUAN504-01	504-04	Quantum Spatial, Inc.	Water Efficiency Budget Assistance	02/10/2021	02/28/2023	\$ 594,387.00	\$ -	\$ 594,387.00	\$ -	\$ 594,387.00	Ian Achimore	
RMC504-401-08	504-04	Woodard & Curran	SARCCUP Program Mgmt. Services	07/01/2021	06/30/2022	\$ 132,872.00	\$ -	\$ 132,872.00	\$ 41,724.25	\$ 91,147.75	Ian Achimore	
GEO505-01	505-00	Geophex, Ltd.	2021 Imagery Acquisition Project	04/27/2021	04/15/2022	\$ 210,353.00	\$ -	\$ 210,353.00	\$ 210,353.00	\$ -	Rick Whetsel	

\$ 2,817,537.95

LIST OF SAWPA FUNDS

Fund No.	Fund Description	Fund Group
100-00	General Fund	General
100-03	State Outreach	General
100-04	Federal Outreach	General
100-05	Grant Applications	General
130	Proposition 84 – Program Management - Round 1	OWOW
135	Proposition 84 – Program Management – Round 2	OWOW
140	Proposition 84 – Program Management – Drought Round	OWOW
145	Proposition 84 – Program Management – 2015 Round	OWOW
150	Proposition 1 – Program Management	OWOW
240	Brine Line Enterprise	Brine Line
320-01	Brine Line Protection – Downstream Prado	Capital Projects
320-03	Brine Line Protection Above Prado	Capital Projects
320-04	Brine Line Protection D/S Prado in Riverside County	Capital Projects
327	Reach IV-D Corrosion Repair	Capital Projects
370-01	Basin Planning General	OWOW
370-02	USBR Partnership Studies	OWOW
372	Imported Water Recharge Work Group	Roundtable
373	Watershed Management (OWOW)	OWOW
374	Basin Monitoring Program Task Force	Roundtable
381	Santa Ana River Fish Conservation	Roundtable
384-01	MSAR TMDL Task Force	Roundtable
386	Regional Water Quality Monitoring Task Force	Roundtable
387	Arundo Management & Habitat Restoration	Roundtable
392	Emerging Constituents Task Force	Roundtable
397	Energy – Water DAC Grant Project	OWOW
398	Proposition 1 - DACI	OWOW
477	LESJWA Administration	Roundtable
504-01	Proposition 84 – Capital Projects Round 1 & 2	OWOW
504-00	Proposition 84 – Drought Capital Projects	OWOW
504-04	Proposition 84 – Final Round SARCCUP	OWOW
505-00	Proposition 1 – Capital Projects	OWOW

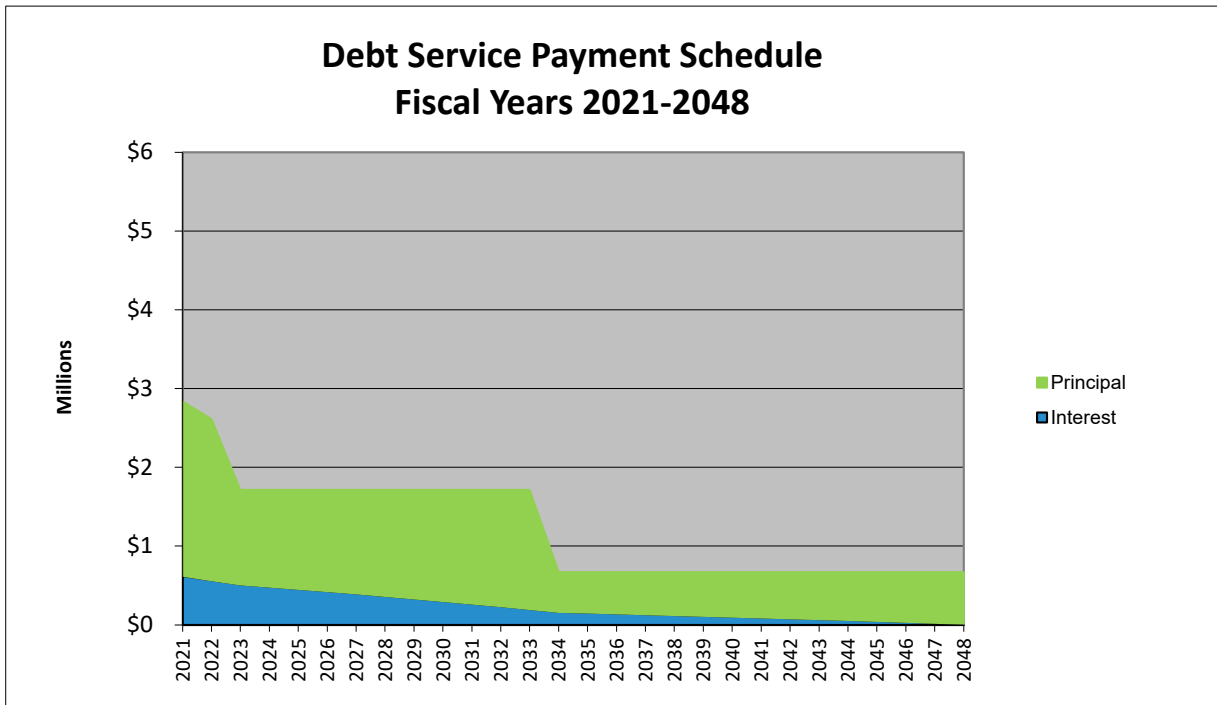
Santa Ana Watershed Project Authority
 Brine Line Debt Service Funding Analysis
 March 31, 2022

FYE	T-Strip Maturity	Capacity Loan Receipts	Rates	Loan Pymts	Interest Earned *	Excess Cash	Ending Cash Balance
	Beginning Balance						3,712,038
2022	-	-	1,709,476	(2,608,439)	74,241	(824,722)	2,887,316
2023	-	-	1,709,476	(1,709,476)	44,442	44,442	2,931,758
2024	-	-	1,709,476	(1,709,476)	45,331	45,331	2,977,089
2025	-	-	1,709,476	(1,709,476)	46,238	46,238	3,023,327
2026	-	-	1,709,476	(1,709,476)	47,162	47,162	3,070,489
2027	-	-	1,709,476	(1,709,476)	48,106	48,106	3,118,595
2028	-	-	1,709,476	(1,709,476)	49,068	49,068	3,167,663
2029	-	-	1,709,476	(1,709,476)	50,049	50,049	3,217,712
2030	-	-	1,709,476	(1,709,476)	51,050	51,050	3,268,762
2031	-	-	1,709,476	(1,709,476)	52,071	52,071	3,320,834
2032	-	-	1,709,476	(1,709,476)	53,113	53,113	3,373,946
2033	-	-	1,709,476	(1,709,476)	54,175	54,175	3,428,121
2034	-	-	665,203	(665,203)	55,258	55,258	3,483,379
2035	-	-	665,203	(665,203)	56,364	56,364	3,539,744
2036	-	-	665,203	(665,203)	57,491	57,491	3,597,234
2037	-	-	665,203	(665,203)	58,641	58,641	3,655,875
2038	-	-	665,203	(665,203)	59,813	59,813	3,715,688
2039	-	-	665,203	(665,203)	61,010	61,010	3,776,697
2040	-	-	665,203	(665,203)	62,230	62,230	3,838,927
2041	-	-	665,203	(665,203)	63,474	63,474	3,902,402
2042	-	-	665,203	(665,203)	64,744	64,744	3,967,146
2043	-	-	665,203	(665,203)	66,039	66,039	4,033,185
2044	-	-	665,203	(665,203)	67,360	67,360	4,100,544
2045	-	-	665,203	(665,203)	68,707	68,707	4,169,251
2046	-	-	665,203	(665,203)	70,081	70,081	4,239,332
2047	-	-	665,203	(665,203)	71,483	71,483	4,310,815
2048	-	-	665,203	(665,203)	72,912	72,912	4,383,727
	-	-	30,491,747	(31,390,710)	1,570,652	671,689	-

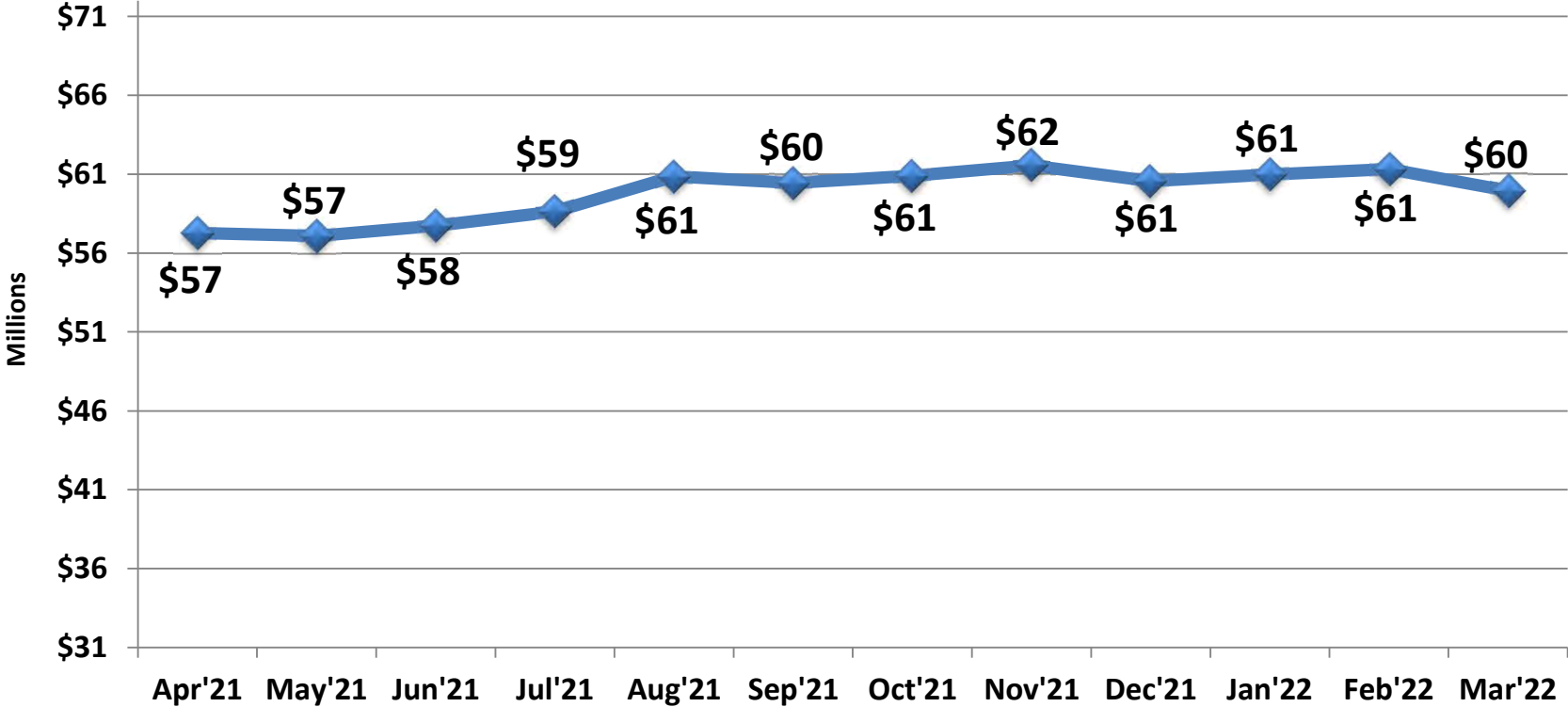
*Interest earned is based on a conservative 1.00% average return over the period

Santa Ana Watershed Project Authority Brine Line
Debt Service Payment Schedule
March 31, 2022

FYE	Interest	Principal	Total Payment	New SRF Loan	Remaining Principal
2021	620,782	2,214,971	2,835,753	-	25,471,969
2022	564,959	2,043,480	2,608,439	-	23,428,489
2023	514,301	1,195,175	1,709,476	-	22,233,314
2024	486,080	1,223,395	1,709,476	-	21,009,919
2025	457,181	1,252,295	1,709,476	-	19,757,624
2026	427,585	1,281,891	1,709,476	-	18,475,733
2027	397,276	1,312,199	1,709,476	-	17,163,534
2028	366,237	1,343,239	1,709,476	-	15,820,295
2029	334,449	1,375,027	1,709,476	-	14,445,268
2030	301,894	1,407,582	1,709,476	-	13,037,686
2031	268,553	1,440,923	1,709,476	-	11,596,763
2032	234,407	1,475,068	1,709,476	-	10,121,694
2033	199,437	1,510,039	1,709,476	-	8,611,656
2034	163,621	501,581	665,203	-	8,110,075
2035	154,091	511,111	665,203	-	7,598,964
2036	144,380	520,822	665,203	-	7,078,141
2037	134,485	530,718	665,203	-	6,547,424
2038	124,401	540,801	665,203	-	6,006,622
2039	114,126	551,077	665,203	-	5,455,545
2040	103,655	561,547	665,203	-	4,893,998
2041	92,986	572,217	665,203	-	4,321,782
2042	82,114	583,089	665,203	-	3,738,693
2043	71,035	594,167	665,203	-	3,144,526
2044	59,746	605,457	665,203	-	2,539,069
2045	48,242	616,960	665,203	-	1,922,109
2046	36,520	628,682	665,203	-	1,293,427
2047	24,575	640,627	665,203	-	652,799
2048	12,403	652,799	665,203	-	(0)



Total Cash & Investments





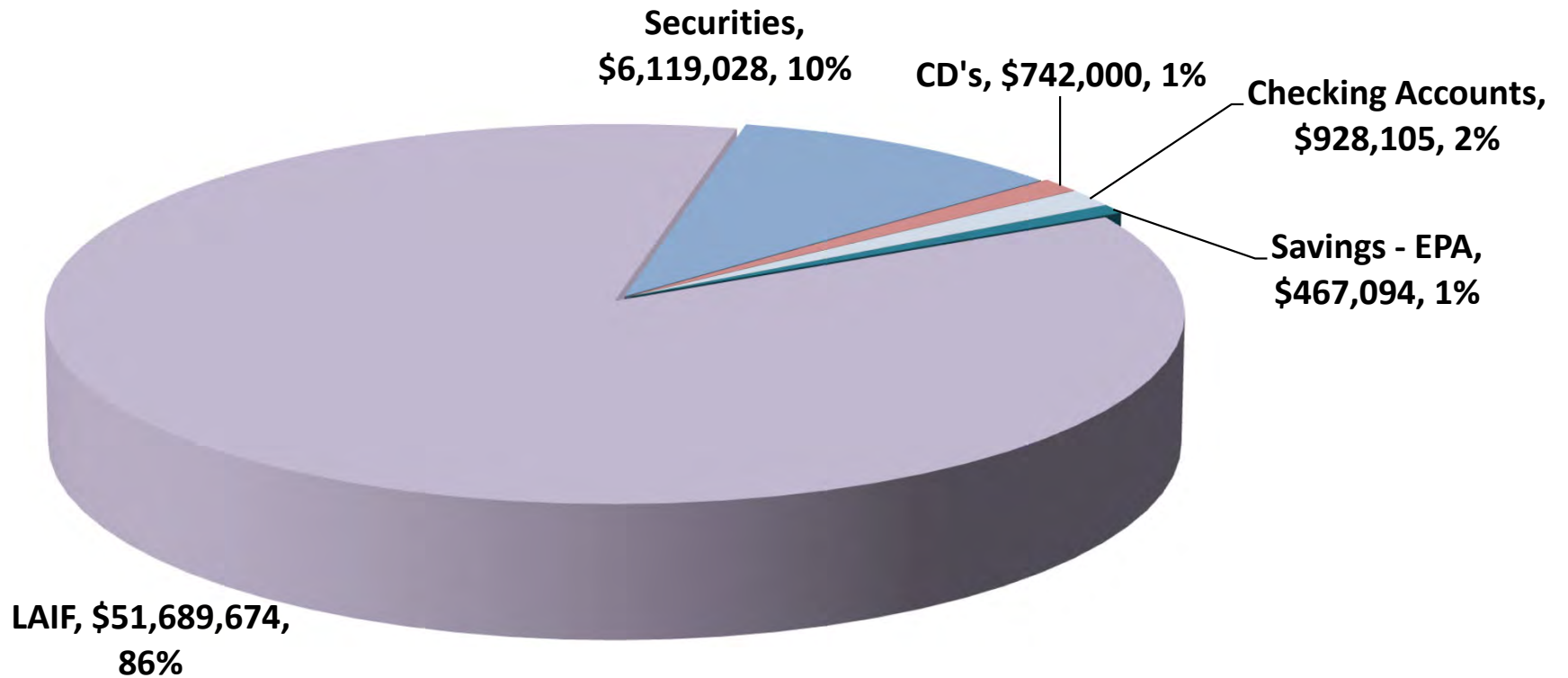
CASH BALANCE & SOURCE OF FUNDS

March 31, 2022

Reserve Accounts		Cash and Investments						
	Total	Checking (Cash)	LAIF Account	Savings EPA	Investment Securities	Certificates of Deposit	Total	
100	General Fund	\$ 1,744,094	928,105	815,989	-	-	\$ 1,744,094	
100	Building Reserve	\$ 746,215	-	746,215	-	-	\$ 746,215	
370	Basin Planning General	\$ 264,050	-	264,050	-	-	\$ 264,050	
370	USBR Partnership Studies	\$ 51,704	-	51,704	-	-	\$ 51,704	
373	Watershed Management Plan	\$ 490,149	-	490,149	-	-	\$ 490,149	
240	Self Insurance Reserve	\$ 4,321,376	-	4,321,376	-	-	\$ 4,321,376	
240	Brine Line Debt Retirement	\$ 2,827,377	-	2,827,377	-	-	\$ 2,827,377	
240	Brine Line - Pipeline Replacement	\$ 22,548,826	-	15,687,798	-	6,119,028	\$ 22,548,826	
240	Brine Line - OC San Rehabilitation	\$ 2,387,790	-	2,387,790	-	-	\$ 2,387,790	
240	Brine Line - Capacity Management	\$ 12,024,280	-	12,024,280	-	-	\$ 12,024,280	
240	Brine Line - OC San Future Capacity	\$ 1,840,956	-	1,840,956	-	-	\$ 1,840,956	
240	Brine Line - Flow Imbalance Reserve	\$ 84,506	-	84,506	-	-	\$ 84,506	
240	Brine Line - Rate Stabilization Reserve	\$ 1,031,621	-	1,031,621	-	-	\$ 1,031,621	
240	Brine Line - Operating Reserve	\$ 5,518,813	-	5,518,813	-	-	\$ 5,518,813	
401	Legal Defense Fund	\$ 467,094	-	-	467,094	-	\$ 467,094	
374	Basin Monitoring Program TF	\$ 470,062	-	470,062	-	-	\$ 470,062	
381	SAR Fish Conservation	\$ 112,628	-	112,628	-	-	\$ 112,628	
384	Middle SAR TMDL TF	\$ 399,613	-	399,613	-	-	\$ 399,613	
386	RWQ Monitoring TF	\$ 207,590	-	207,590	-	-	\$ 207,590	
387	Mitigation Bank Credits	\$ 860,763	-	860,763	-	-	\$ 860,763	
392	Emerging Constituents TF	\$ 100,435	-	100,435	-	-	\$ 100,435	
504	Prop 84 - SARCCUP Projects	\$ 1,344,450	-	1,344,450	-	-	\$ 1,344,450	
505	Prop 1 - Capital Projects	\$ 101,509	-	101,509	-	-	\$ 101,509	
		\$ 59,945,901	\$ 928,105	\$ 51,689,674	\$ 467,094	\$ 6,119,028	\$ 742,000	\$ ¹⁴⁶ 59,945,901

Cash & Investments - March 2022

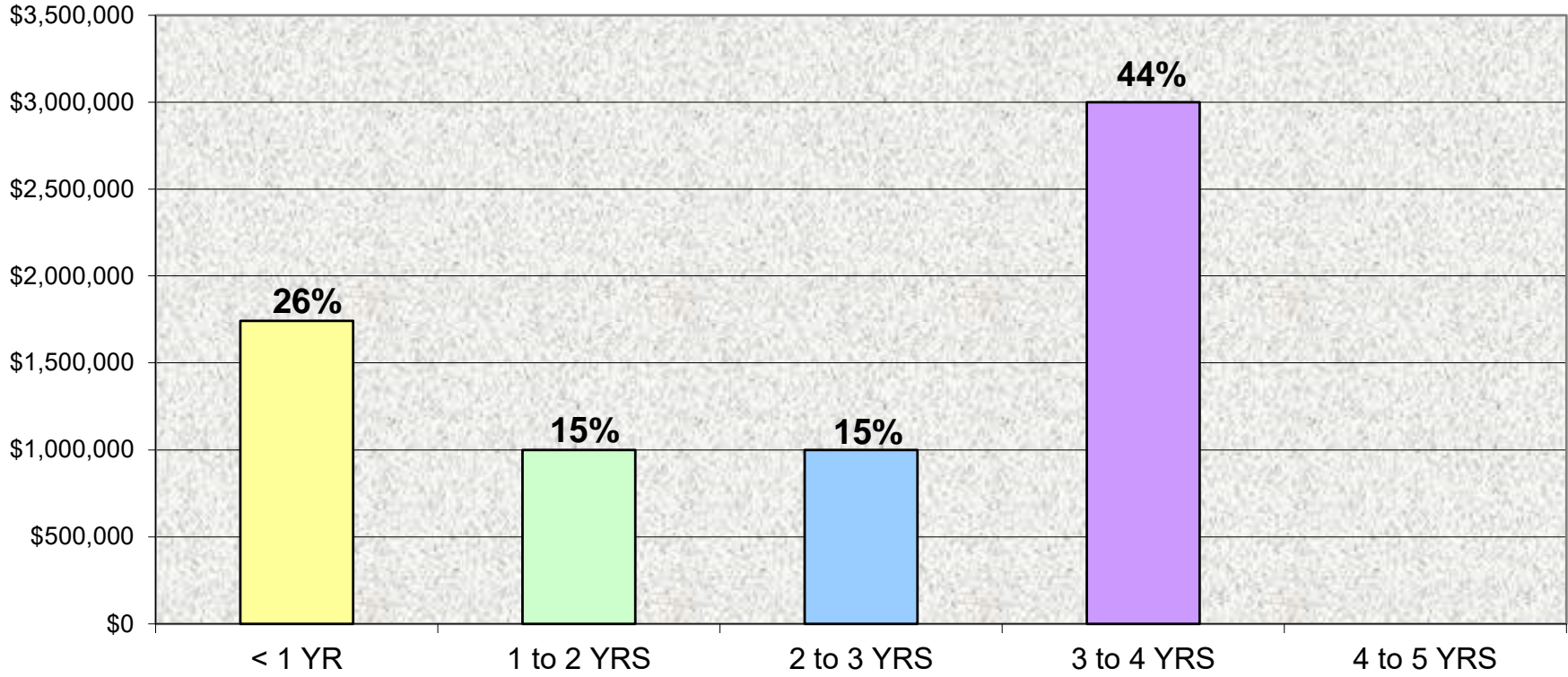
\$59,945,901



Santa Ana Watershed Project Authority
Reserve Account Analysis
March 31, 2022

Reserve Account	Balance @ 6/30/2021	Interest Earned	Fund Receipts/ Contributions	Debt Service Payments	Inter-Fund Loans	Fund Expenses	Balance @ 3/31/2022	Estimated Fund Changes	Balance @ 6/30/2022
Brine Line Operating Reserve	3,672,578	17,641	9,217,412			(7,388,818)	5,518,813	-	5,518,813
Flow Imbalance Reserve	83,681	351	473				84,506	-	84,506
OC San Future Capacity	1,833,264	7,692					1,840,956	-	1,840,956
Capacity Management	11,981,707	42,573					12,024,280	-	12,024,280
Rate Stabilization Reserve	1,027,311	4,310					1,031,621	-	1,031,621
Pipeline Replacement	21,889,082	64,265	696,586			(101,106)	22,548,826	(1,453,581)	21,095,246
OC San Rehabilitation	2,377,813	9,977					2,387,790	-	2,387,790
Debt Retirement	3,712,038	14,302		(898,963)			2,827,377	-	2,827,377
Self Insurance	4,494,364	18,841				(191,829)	4,321,376	-	4,321,376
General Fund	2,163,987	12,838	737,920		(690,980)	(479,672)	1,744,094	-	1,744,094
Building Reserve	643,260	2,955	100,000				746,215	-	746,215
	53,879,085	195,746	10,752,391	(898,963)	(690,980)	(8,161,425)	55,075,855	(1,453,581)	53,622,274

Twelve Month Maturity Schedule Securities

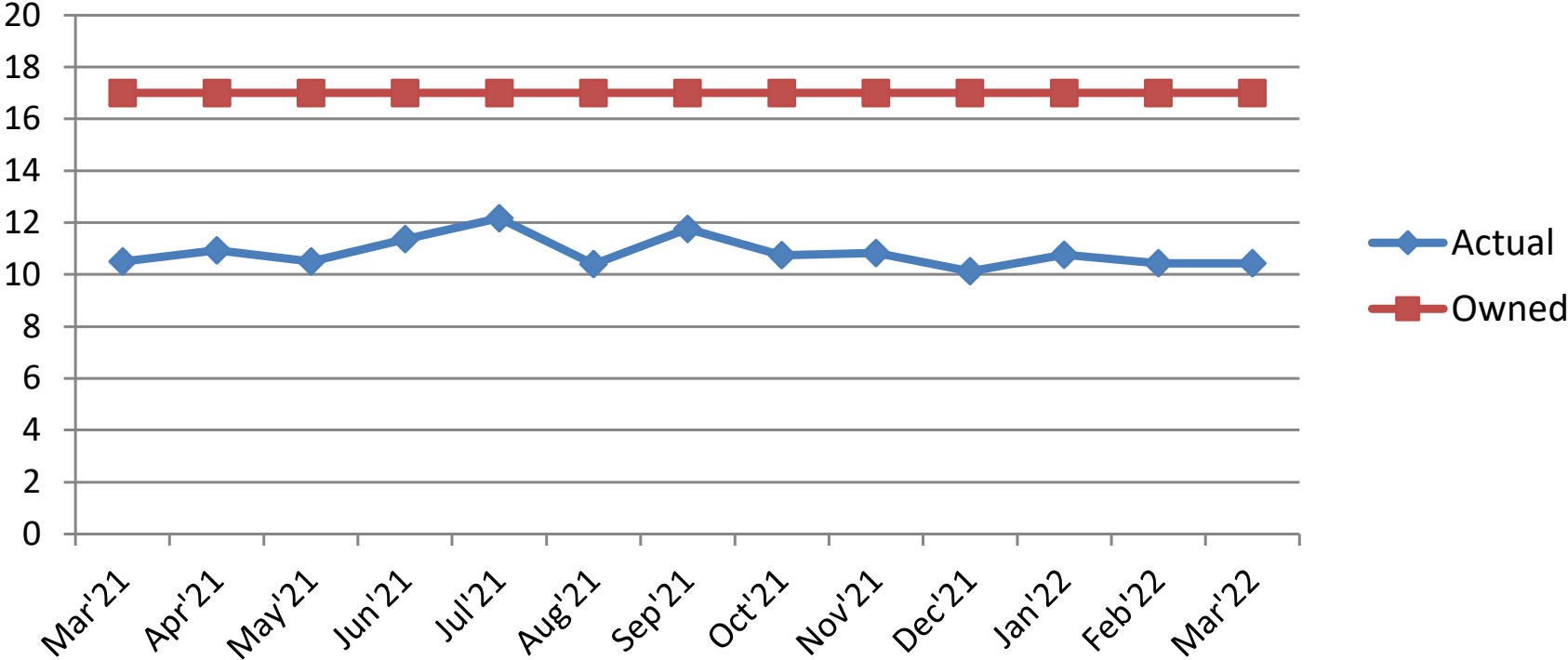


SAWPA
TREASURER'S REPORT
As of March 31, 2022

Investment Commercial
Safekeeping US Bank

Type	Security	Purchase Date	Maturity Date	Unit Cost	Cost	Principal	Current Value	Market Value	Interest Rate
Agency	FHLB	12/14/2017	6/10/2022	99.89	\$ 998,930.00	\$ 1,000,000.00	\$ 1,000,000.00	1,003,133.00	2.125%
Agency	FHLB	2/4/2020	12/13/2024	106.25	\$ 531,250.00	\$ 500,000.00	\$ 500,000.00	503,327.50	2.750%
Agency	FNMA	2/4/2020	1/7/2025	101.08	\$ 505,380.00	\$ 500,000.00	\$ 500,000.00	488,044.50	1.625%
Agency	FNMA	10/30/2020	8/25/2025	99.53	\$ 995,952.00	\$ 1,000,000.00	\$ 1,000,000.00	929,184.00	0.375%
Agency	USTN	4/19/2021	11/30/2025	98.25	\$ 982,500.00	\$ 1,000,000.00	\$ 1,000,000.00	924,531.00	0.375%
Agency	USTN	9/15/2021	5/31/2025	99.58	\$ 989,726.56	\$ 1,000,000.00	\$ 1,000,000.00	930,664.00	0.250%
CORP	Apple Inc.	10/15/2018	5/3/2023	95.98	\$ 479,898.50	\$ 500,000.00	\$ 500,000.00	502,832.00	2.400%
CORP	Toyota Motor Credit Corp.	10/15/2018	9/20/2023	99.55	\$ 497,747.50	\$ 500,000.00	\$ 500,000.00	506,453.00	3.450%
CD	Sallie Mae BK SLT	7/1/2019	6/27/2022	100.00	\$ 247,000.00	\$ 247,000.00	\$ 247,000.00	248,096.43	2.250%
CD	Morgan Stanley Bank NA	7/5/2019	7/5/2022	100.00	\$ 247,000.00	\$ 247,000.00	\$ 247,000.00	248,142.13	2.200%
CD	Goldman Sachs Bank USA	12/20/2017	12/20/2022	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	250,791.98	2.500%
					\$ 6,723,384.56	\$ 6,742,000.00	\$ 6,742,000.00	6,535,199.54	1.845%

Average Daily Flow by Month





SUMMARY OF LABOR MULTIPLIERS

		Benefit Rate
Total Employee Benefits	868,739	0.338
Total Payroll	2,569,771	
Gross Indirect Costs	2,323,774	
Less: Member Contributions & Other Revenue	(356,250)	
Indirect Costs for Distribution	1,967,524	
		Indirect Rate
Direct Labor	1,422,431	1.383
Indirect Costs	1,967,524	
FY 2021-22 Labor multiplier - thru 03/31/22		1.721
FY 2021-22 Budgeted Labor multiplier		<u>2.009</u>
FY 2020-21 Labor multiplier		<u>1.724</u>
FY 2019-20 Labor multiplier		<u>2.309</u>
FY 2018-19 Labor multiplier		<u>2.059</u>



INDIRECT COSTS

(to be Distributed)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru 3/31/22</u>
51000	Salaries - Regular	\$ 1,147,341
52000	Benefits	\$ 454,347
60111	Tuition Reimbursement	\$ -
60112	Training	\$ 8,657
60113	Education	\$ 2,401
60114	Other Training & Education	\$ 3,450
60120	Audit Fees	\$ 23,750
60121	Consulting	\$ 67,439
60126	Temporary Services	\$ -
60128	Other Professional Services	\$ 700
60129	Other Contract Services	\$ -
60130	Legal Fees	\$ 20,562
60133	Employment Recruitment	\$ 277
60153	Materials & Supplies	\$ -
60154	Safety	\$ 1,018
60155	Security	\$ 1,142
60156	Custodial Contract Services	\$ 14,092
60157	Landscaping Maintenance	\$ 8,735
60158	HVAC	\$ 9,134
60159	Facility Repair & Maintenance	\$ 9,043
60160	Telephone	\$ 22,041
60161	Cellular Services	\$ 4,478
60163	Electricity	\$ 14,589
60164	Water Services	\$ 3,329
60170	Equipment Expensed	\$ 4,245
60171	Equipment Rented	\$ 8,919

(Continued - next column)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru 3/31/22</u>
60172	Equipment Repair / Maintenance	\$ 1,003
60180	Computer Hardware	\$ 8,384
60181	Computer Software	\$ 112,702
60182	Internet Services	\$ 16,938
60183	Computer Supplies	\$ 903
60184	Computer Repair/Maint	\$ -
60185	Cloud Storage	\$ 13,182
60190	Offsite Meeting/Travel Expense	\$ 1,428
60191	In House Meetings	\$ -
60192	Conference Expense	\$ 14,351
60193	Car, Repair, Maintenance	\$ -
60200	Dues	\$ 40,584
60202	Subscriptions	\$ 18,502
60203	Contributions	\$ 15,249
60210	Bank Charges	\$ 1,655
60211	Shipping/Postage	\$ 1,486
60212	Office Supplies	\$ 4,674
48000	Commission Fees	\$ 31,170
60221	Commission Mileage Reimb.	\$ 113
60222	Other Commission Expense	\$ 65
60230	Other Expense	\$ 3,445
60240	Building Lease	\$ 4,755
81010	Retiree Medical Expense	\$ 73,925
80001	Insurance Expense	\$ 54,572
80000	Building Repair/Replacement Reserve	\$ 75,000
80000	Fixed Assets	\$ -

Total Costs \$ 2,323,774

Direct Costs Paid by Projects	\$ 2,120,164
Member Contribution Offset	\$ 356,250
	\$ 2,476,414

Over (Under) Allocation %	5.7%
Over (Under) Allocation of General Fund Costs	\$ 152,640



BENEFITS SUMMARY

(Distributed based on Actual Labor)

<u>G/L Acct</u>	<u>Description</u>		<u>Budget</u>		<u>Actual @ 3/31/22</u>		<u>Projected FYE 2022</u>
70101	FICA Expense	\$	195,806	\$	121,243	\$	161,657
70102	Medicare Expense	\$	55,500	\$	35,781	\$	47,707
70103	State Unemployment Insurance	\$	4,284	\$	4,011	\$	4,284
70104	Worker's Compensation Insurance	\$	48,726	\$	42,428	\$	56,570
70105	State Disability Insurance	\$	35,108	\$	19,108	\$	25,478
70106	PERS Pension Plan	\$	481,931	\$	260,866	\$	347,821
70111	Medical Expense	\$	557,223	\$	312,327	\$	416,437
70112	Dental Expense	\$	28,794	\$	17,036	\$	22,714
70113	Vision Insurance	\$	7,801	\$	4,921	\$	6,562
70114	Life Insurance Expense	\$	15,229	\$	9,728	\$	12,971
70115	Long Term Disability	\$	17,702	\$	10,976	\$	14,635
70116	Wellness Program Expense	\$	4,050	\$	1,065	\$	1,419
70120	Car Allowance	\$	45,000	\$	29,250	\$	39,000
	Total Benefits	\$	1,497,154	\$	868,739	\$	1,157,254
	Total Payroll	\$	3,782,588	\$	2,569,771	\$	3,426,361
	Benefits Rate		39.6%		33.8%		33.8%

Santa Ana Watershed Project Authority
 Labor Hours Budget vs Actual
 Month Ending March 31, 2022

	Fund	Budget	Actual	%
100	General Fund	27,979	17,057	60.96%
135	Prop 84 - Round I Program Mgmt	46	81	175.00%
145	Prop 84 - 2015 Program Mgmt	885	1,300	146.84%
150	Prop1 - Program Management	1,095	526	48.04%
240	Brine Line Enterprise	20,485	13,705	66.90%
320	Brine Line Protection	575	202	35.04%
327	Reach IV-D Corrosion Repairs	60	-	0.00%
370-01	Basin Planning General	1,605	1,065	66.34%
370-02	USBR Partnership Studies	116	82	70.91%
373	Watershed Management (OWOW)	2,275	1,460	64.19%
374	Basin Monitoring Program TF	660	325	49.24%
381	SAR Fish Conservation	251	91	36.25%
384-01	MSAR TMDL TF	135	143	105.56%
386MONIT	RWQ Monitoring TF	204	110	53.68%
387	Arundo Removal & Habitat Restoration	225	156	69.44%
392	Emerging Constituents TF	245	240	97.76%
397ADMIN	WECAN Riverside	140	42	30.00%
398ADMIN	Prop 1 - DACI	130	151	115.96%
477-02	LESJWA - Administration	358	329	91.90%
477TMDL	LESJWA - TMDL Task Force	486	489	100.67%
504-401IMPLE	Prop 84 - Final Round Implementation	110	29	26.36%
504-401PA23	Prop 84 - Final Round PA23 Admin	240	142	59.17%
504-402PA22	Prop84 - Final Round PA22 Admin	145	230	158.45%
504-402RATES	Prop 84 - Final Round Water Rates	50	99	198.00%
504-402SMART	Prop 84 - Final Round SmartScape	50	-	0.00%
505-00	Prop1 - Capital Projects	540	247	45.74%
		<u>59,090</u>	<u>38,298</u>	<u>64.81%</u>

Note: Should be at 75% of budget for 9 months

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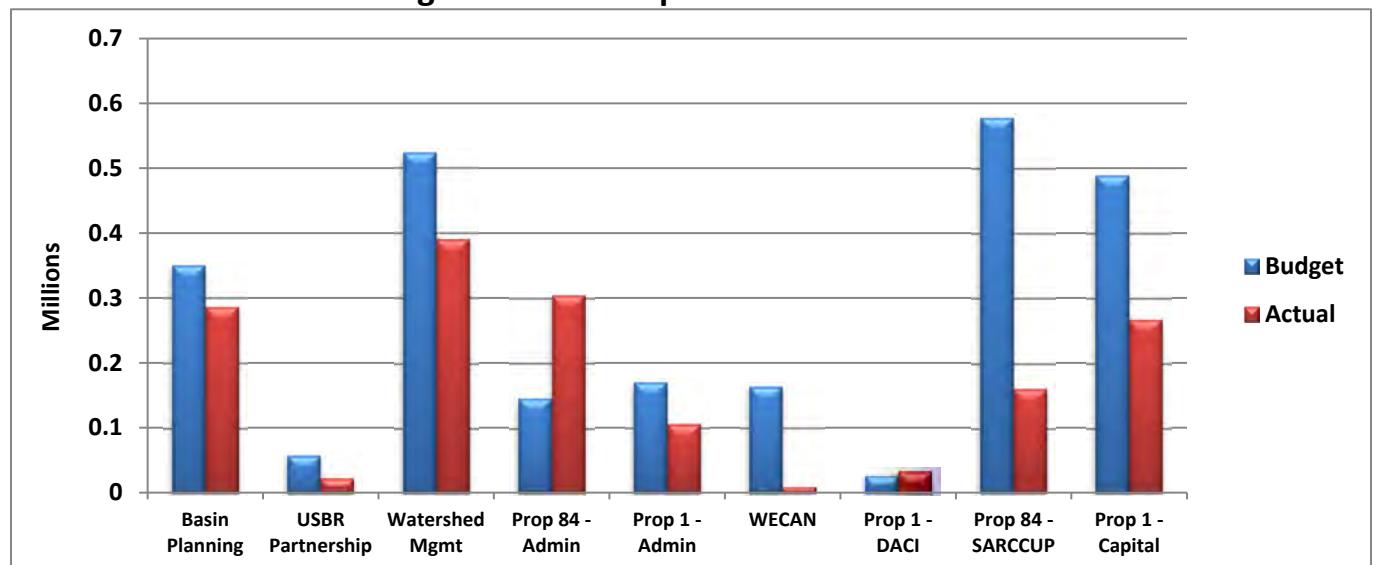
**Santa Ana Watershed Project Authority
PA25 - OWOW Fund - Financial Report
March 2022**

Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) through March 2022 unless otherwise noted.
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Budget to Actual Expenses - OWOW	✔ Favorable			
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Planning General	\$466,563	\$349,922	\$286,000	\$63,922
USBR Partnership Studies	76,713	57,535	23,552	33,983
Watershed Mgmt. (OWOW)	697,817	523,363	390,041	133,322
Prop 84 - Administration	192,188	146,131	304,429	(158,298)
Prop 1 – Administration	225,808	169,356	105,907	63,449
WECAN - Riverside	217,336	163,002	10,141	152,861
Prop 1 – DACI	27,206	27,206	33,246	(6,040)
Prop 84 – SARCCUP & Other	770,825	578,119	161,398	416,721
Prop 1 – Capital Projects	651,608	488,706	267,217	221,489
Total	\$3,326,064	\$2,503,340	\$1,581,931	\$921,409

Budget to Actual Expenses - OWOW



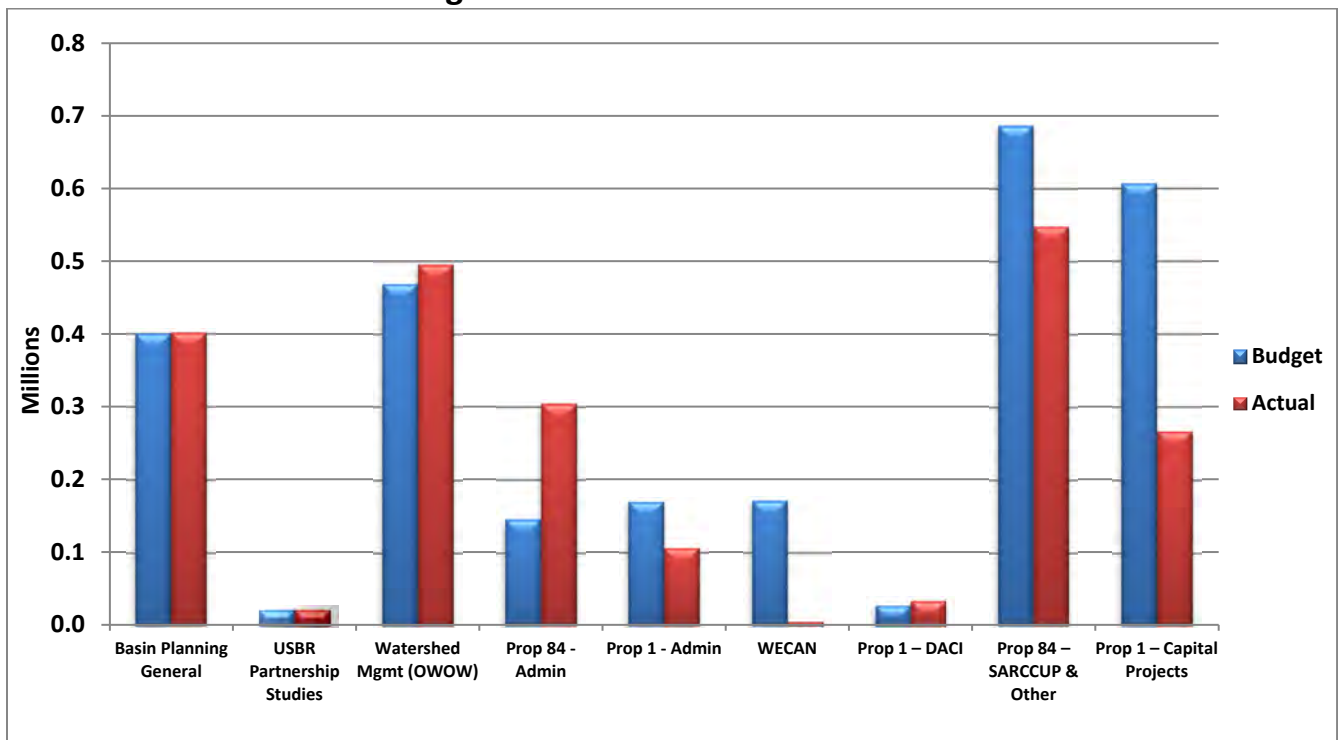
Budget to Actual Revenues - OWOW



Concern

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Planning General	\$400,000	\$400,000	\$401,391	\$1,391
USBR Partnership Studies	70,000	20,000	20,247	247
Watershed Mgmt. (OWOW)	468,700	468,700	495,286	26,586
Prop 84 - Administration	192,188	146,131	304,407	158,276
Prop 1 – Administration	225,808	169,356	105,911	(63,445)
WECAN - Riverside	217,336	170,502	5,776	(164,726)
Prop 1 – DACI	27,206	27,206	33,240	6,034
Prop 84 – SARCCUP & Other	770,825	686,496	548,042	(138,454)
Prop 1 – Capital Projects	651,608	606,762	267,217	(339,545)
Total	\$3,023,671	\$2,695,153	\$2,181,517	(\$513,636)

Budget to Actual Revenues - OWOW







Reserve Fund Balance - March

	Amount
Basin Planning General	\$264,050
USBR Partnership Studies	51,704
Watershed Management (OWOW)	490,149
Proposition 84 – SARCCUP & Other	1,344,450
Proposition 1 – Capital Projects	101,509
Total Reserves	\$2,251,862

Legend

Compared to Budget

	Ahead or Favorable	Above +5% Favorable Revenue or Expense Variance
	On Track	+5% to -2% Variance
	Behind	-3% to -5% Variance
	Concern	Below -5% Variance

Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.


- 1) Revenues are 19.1% below budget and expenses are 36.8% below budget. Both are expected to be on track by year end.

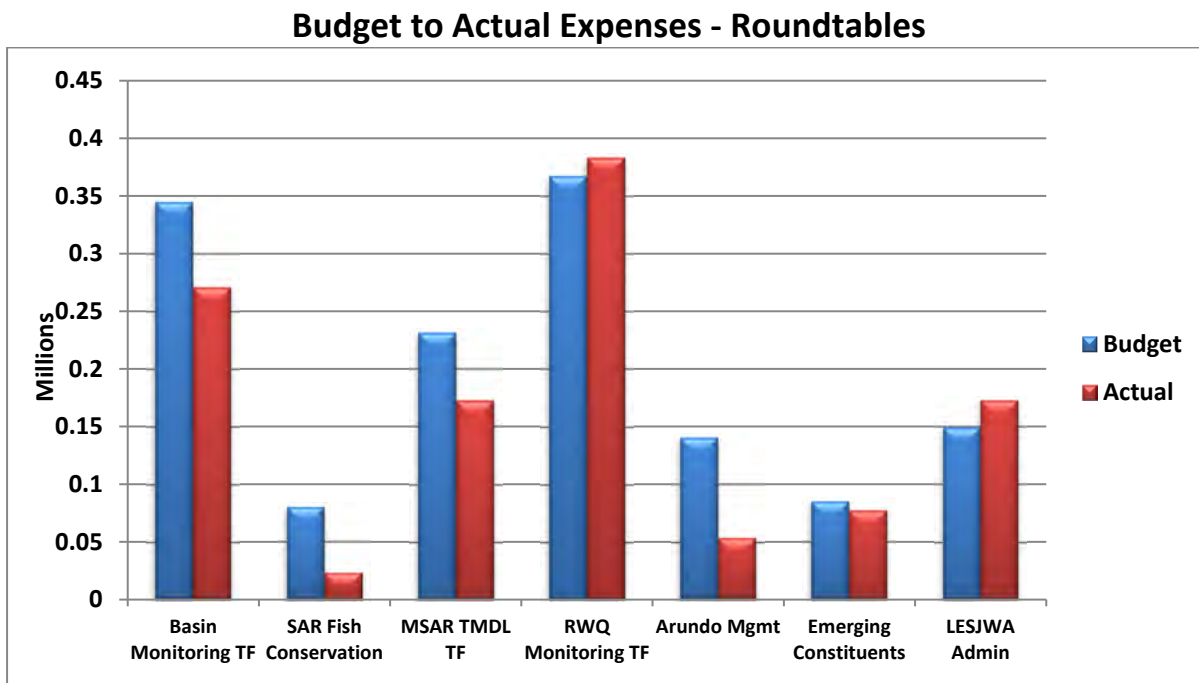
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**Santa Ana Watershed Project Authority
PA26 - Roundtable Fund - Financial Report
March 2022**

Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) through March 2022 unless otherwise noted.
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Budget to Actual Expenses - Roundtables				 On Track
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Monitoring TF	\$459,678	\$344,759	\$270,783	\$73,976
SAR Fish Conservation	106,692	80,019	23,643	56,376
MSAR TMDL TF	269,968	231,133	172,289	58,844
RWQ Monitoring TF	489,750	367,313	383,213	(15,900)
Arundo Mgmt.	186,981	140,236	53,615	86,621
Emerging Constituents	112,964	84,723	76,941	7,782
LESJWA Admin	198,633	148,975	172,617	(23,642)
Total	\$1,824,666	\$1,397,158	\$1,153,101	\$244,057



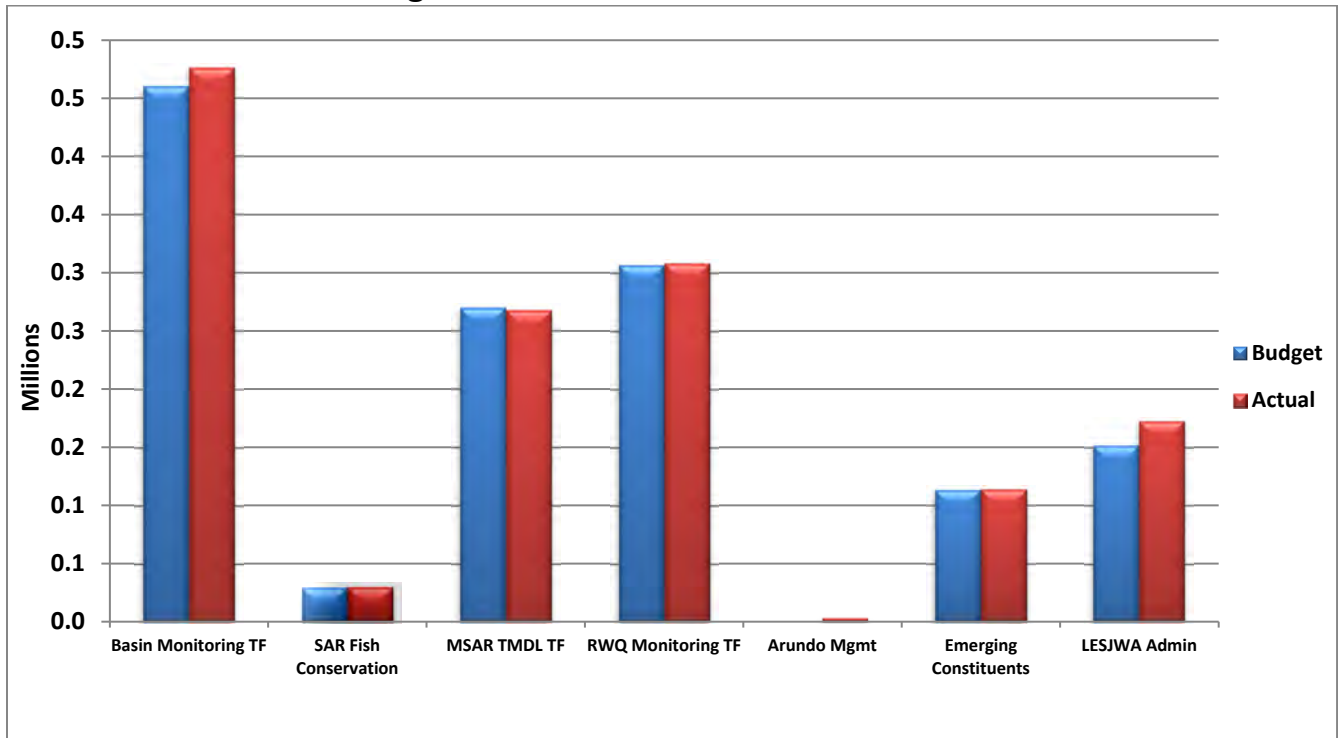
Budget to Actual Revenues - Roundtables



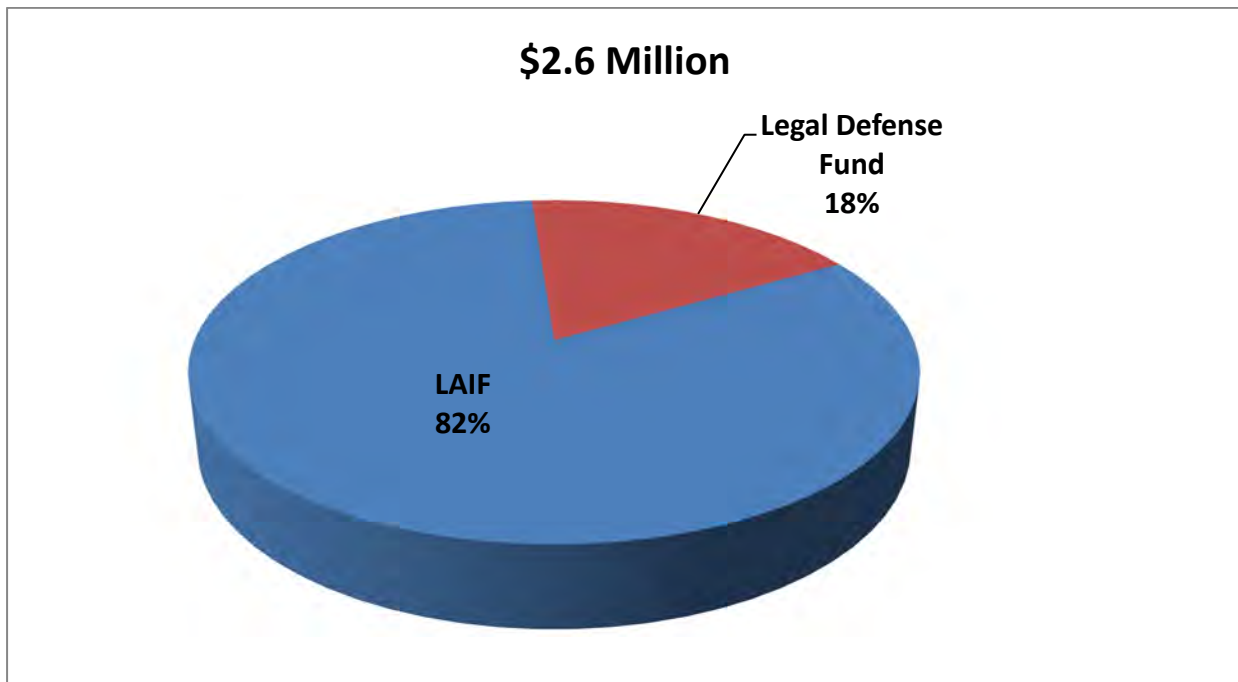
On Track

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Monitoring TF	\$459,998	\$459,998	\$475,948	\$15,950
SAR Fish Conservation	29,000	29,000	29,408	408
MSAR TMDL TF	269,625	269,625	267,427	(2,198)
RWQ Monitoring TF	306,845	306,845	308,172	1,327
Arundo Mgmt.	-	-	3,280	3,280
Emerging Constituents	113,000	113,000	113,438	438
LESJWA Admin	198,633	151,475	172,407	20,932
Total	\$1,377,101	\$1,329,943	\$1,370,081	\$40,137

Budget to Actual Revenues - Roundtables



Total Cash & Investments - March







Reserve Fund Balance – March

	Amount
Basin Monitoring Task Force	\$470,062
SAR Fish Conservation	112,628
Middle SAR TMDL Task Force	399,613
Regional Water Quality Monitoring Task Force	207,590
Arundo Management & Habitat	860,763
Emerging Constituents Task Force	100,435
Legal Defense Fund	467,094
Total Reserves	\$2,618,185

Legend

Compared to Budget

	Ahead or Favorable	Above +5% Favorable Revenue or Expense Variance
	On Track	+5% to -2% Variance
	Behind	-3% to -5% Variance
	Concern	Below -5% Variance

Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.

- 1) Both expenses and revenues are on track with the budget.



General Manager's Report

May 2022

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

INSIDE THE MAY REPORT

- 1** One Water One Watershed Call for Projects Deadline
- 2** New Brine Line Customer
- 3** Reserve Policy Review
- 4** On-Call Line Cleaning Services
- 5** Reach IVA Upper Line Cleaning and CCTV Inspection
- 6** LESJWA Summit

One Water One Watershed Call for Projects Deadline

Due to the delay in the Department of Water Resources release of the final grant guidelines documents for the Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Grant Program, the One Water One Watershed Call for Projects was extended until May 13. Several projects have been submitted to the Call for Projects portal, with more expected before the deadline. SAWPA staff will begin their review of the projects after the Call for Projects deadline.

New Brine Line Customer

The In-N-Out Burger, Chino Distribution Center (In-N-Out) was issued a Brine Line Wastewater Discharge Permit on March 15, 2022. The facility will be used for food delivery, and the processing of meat and sauces. The In-N-Out operations that will generate wastewater are the result of the cleaning procedures of their meat processing and sauce production equipment. The wastewater from the cleaning procedures will be collected from within the facility and conveyed to their on-site wastewater treatment system prior to discharge to the Brine Line. It is anticipated that In-N-Out will discharge up to 86,400 gallons per day to the Brine Line upon completion of the construction of their wastewater treatment system and facility startup scheduled for October of 2022.



Reserve Policy Review

SAWPA's consultant, Raftelis, is continuing work on the Reserve Policy review. SAWPA staff held a workshop with Member Agency CFO's on May 2nd to review the Brine Line rate setting process. The next workshop with the CFO's is scheduled for May 12, 2022. The workshop will focus on the methodology in setting target levels for the Pipeline Replacement Reserve and the OC San Rehabilitation Reserve.





On-Call Line Cleaning Services

An RFP for On-Call Line Cleaning Services was issued on April 7, 2022. The RFP was posted to PlanetBids and SAWPA's website. A pre-proposal meeting was held on April 21, 2022. Proposals are due on May 10th.

Reach IVA Upper Line Cleaning and CCTV

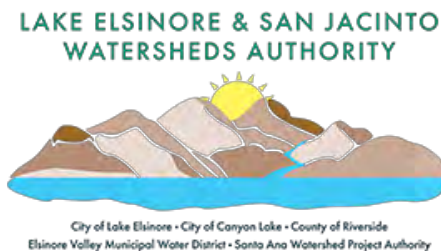
In April, Operations staff cleaned about 1,600 feet of the 27-inch Reach IVA Upper Pipeline in the City of Chino. This work is performed at night to take advantage of the lower flows in the Brine Line and to minimize impacts to dischargers. About 800 feet of CCTV inspection was also conducted on Reach IVA Upper in the City of Chino. SAWPA staff continue to coordinate work activities with IEUA staff.

LESJWA Summit

LESJWA held its first Summit since 2019 on April 27, 2022 at Lake Elsinore's newly built Launch Pointe recreation area. Presentations from several key partners who conduct research and seek solutions to improve water quality conditions in the watershed shared their work.



Daria Mazey with the U.S. Army Corps of Engineers speaks about the Lake Elsinore Feasibility Study .





May 5, 2022

To: Santa Ana Watershed Project Authority

From: Michael Boccadoro
Beth Olhasso

RE: April Report

Overview:

Even with a late season storm that brought several feet of snow to the Sierras, statewide snowpack levels still dropped almost 20 percent from 50 percent to 31 percent. The melting snow is starting to show up in the state's reservoirs with the main State Water Project storage reservoirs increasing in capacity steadily, albeit still well below average.

The Department of Water Resources is stepping up their campaign to show the benefits Delta conveyance could bring to the state. The Department highlighted that if Delta conveyance was in place during the early winter storms, 236,000 acre feet of additional water supply (peak flows) could have been captured and stored.

The long-awaited maximum contaminant level (MCL) for hexavalent chromium (Chrom-6) was recently released and stakeholders have voiced concerns at a workshop and in written comments. Water agencies and industry have argued that the proposed MCL of 10 ppb is too stringent while environmentalists say that it is too lax and should be closer to the public health goal of 0.02 ppb. Water agencies argued the cost to implement could be between \$20-80 per month per customer.

At a recent California Air Resources Board workshop third-party contractors presented data on the costs of reaching the goal of carbon-neutrality in 2035 versus 2045. Reaching carbon neutrality by 2035 could cost between \$110-\$130 billion where the 2045 goal could cost \$20-\$40 billion.

The SWRCB released their draft document implementing the Governor's latest drought executive order. The most controversial provision is how the Board would interpret the Governor's directive to ban irrigation of non-functional turf. The staff draft specifically excludes recycled water, sports and recreation facilities, parks and trees.

The SWRCB has released the results of its first Drinking Water Needs Assessment for the Safe and Affordable for Equity and Resilience (SAFER) Program. The Assessment identified failing, or soon to be failing water systems throughout the state. The big next step and question is how the state is going to fund the estimated \$10.25 billion needed over the next five years for infrastructure and ongoing operations and maintenance costs to bring these failing water systems into compliance.

The Legislature has been working on the two thousand bills that have been introduced since the beginning of the year. The deadline for bills to pass out of initial policy committees was April 28. With more water-related bills this year legislative water discussions have been robust and extensive. ACWA's legislation to provide for a tax exemption for turf removal rebates had its first hearing and will be voted on in the coming weeks. CASA's bill to require products containing PFAS to register their products on a publicly accessible database struggled with significant opposition from manufactures but was able to garner enough votes to pass out of committee. MWD's legislation to allow for alternative project delivery methods for several of their projects recently passed out of

committee, while similar legislation to allow for alternative project delivery for projects over \$5 million also easily passed through its first house policy test. With the June 15 budget deadline approaching, budget negotiations will start to heat up. The Governor’s May Revise is expected around May 10. It will be a busy May in Sacramento!

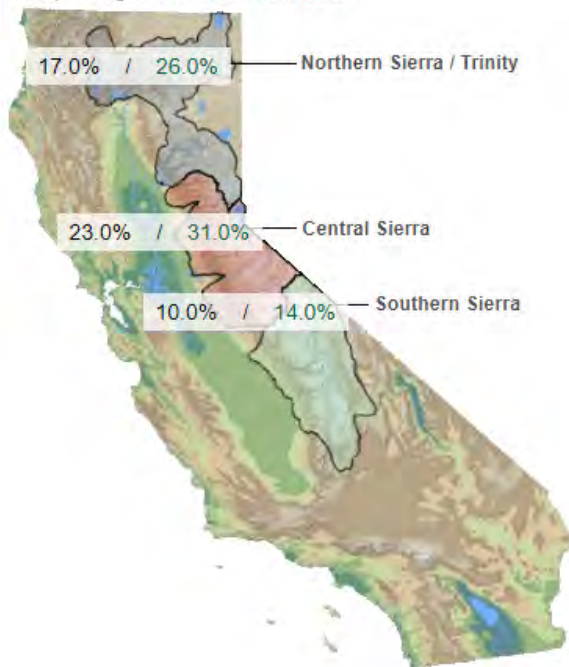
Santa Ana Watershed Project Authority Status Report – April 2022

Water Supply Conditions

Despite a mid-April storm that brought several feet of snow to Northern California, the Sierra snowpack is still rapidly melting. Once at 103 percent of normal it is down to just 31 percent of normal- down from 50 percent last month. Lake Oroville is sitting at 50 percent of historical average and 55 percent capacity—an increase from last month, as the snow melts. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is at 58 percent of average for this time of the year and 47 percent capacity.

Data For: 05-May-2022

% Apr 1 Avg. / % Normal for this Date



Change Date :



05-May-2022

NORTH	
Data For: 05-May-2022	
Number of Stations Reporting	30
Average snow water equivalent	4.7"
Percent of April 1 Average	17%
Percent of normal for this date	26%

CENTRAL	
Data For: 05-May-2022	
Number of Stations Reporting	45
Average snow water equivalent	7.0"
Percent of April 1 Average	23%
Percent of normal for this date	31%

SOUTH	
Data For: 05-May-2022	
Number of Stations Reporting	25
Average snow water equivalent	2.6"
Percent of April 1 Average	10%
Percent of normal for this date	14%

STATEWIDE SUMMARY	
Data For: 05-May-2022	
Number of Stations Reporting	100
Average snow water equivalent	5.2"
Percent of April 1 Average	19%
Percent of normal for this date	27%

[Printable Version of Current Data](#)

DWR Reiterates Support for Delta Conveyance

A recent [press release](#) from the Department of Water Resources doubled down on the benefits Delta conveyance could have on the state's water supplies during drought. The release notes that had the Delta Conveyance Project been operational during the October and December Northern California storms, the State Water Project would have been able to capture 236,000 acre feet of additional water.



Significant Backlash on Draft Chrom-6 MCL

As discussed last month, the SWRCB recently released the long-awaited draft maximum contaminant level (MCL) for chrom-6 of 10 parts per billion (ppb). Water agencies and industry have argued that the proposed MCL is too stringent while environmentalists say that it is too lax and should be closer to the public health goal of 0.02 ppb. The federal EPA currently has a drinking water standard of 100 ppb for all forms of chromium, including chrom-6.

The MCL has been in development for nearly five years. As a reminder, in 2017, a state superior court ruled that officials failed to determine whether the MCL was economically feasible.

To meet the court's feasibility test, the current proposal sets different compliance schedules for water systems based on their size. Systems with more than 10,000 service connections are proposed to have to comply with the MCL within two years of adoption.

At a recent workshop, there were differing projections on ratepayer impacts, with some water agencies saying the increase would be over \$80 per month for customers, while the proposal estimates it could raise rates between \$20 and \$40 per month, with smaller systems having to charge more. Agencies also noted that the MCL is too stringent, system upgrades and processes needed are far too costly and the compliance schedule is too aggressive.

A final proposal is expected later in the summer with the MCL expected to take effect in 2023.

'Carbon Neutrality' Cost Estimates are Significant

Last summer, Governor Newsom directed the California Air Resources Board (CARB) to conduct modeling scenarios that achieve carbon neutrality by 2035, rather than focusing solely on the existing 2045 target as previously planned.

At an April 20 CARB workshop, two third-party contractors presented updated information on various modeling forecasts related to health and cost impacts under four proposed scenarios- two that would reach carbon neutrality by 2035, and two by 2045. The consultants estimated that reaching the 2035 target, annual costs would rise sharply, reaching \$110-\$130 billion per year. The cost estimated to achieve carbon neutrality by 2045 are far lower \$20-\$40 billion per year.

An initial draft of the Scoping Plan is expected to be released in late May with a final vote by the end of the year.

SWRCB Released Proposed Text of Emergency Conservation Regulation

In response to the Governor's March Executive Order on drought, the SWRCB has released their proposal to implement the order. The highlights include:

Non-Functional Turf: Proposed definition of "non-functional turf:" turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields or parks.

The prohibition of the use of potable water for the irrigation of non-functional turf at commercial, industrial and institutional (CII) sites.

Preliminary AWSDA: Requirement for each urban water supplier to submit to DWR a preliminary annual water supply and demand assessment to DWR by June 1, 2022 and a final assessment no later than July 1, 2022.

Level 2 of WSCP: A requirement that each urban retail water supplier shall implement by June 10, 2022, the demand reduction actions identified in the water shortage contingency plan adopted for a shortage level of up to twenty percent (Level 2)

Drinking Water Needs Assessment Released

The SWRCB has released the results of its first Drinking Water Needs Assessment for the Safe and Affordable for Equity and Resilience (SAFER) Program. In 2019, the SWRCB established the SAFER Program to advance the goals of the Human Right to Water bill passed by the Senate in 2016. The Needs Assessment provides information and recommendations to guide the work of the SAFER program using regulatory, funding, and public engagement strategies to help struggling water systems sustainably and affordably provide safe drinking water. It is comprised of Risk Assessment, Cost Assessment, and Affordability Assessment components.

Of 7,800 public water systems in California, about 345 are in the Human Right to Water List- the list of water systems that don't meet safe drinking water standards, or failing water systems. The Needs Assessment also identifies 620 public water systems that are at risk of failing to provide safe and affordable drinking water.

An additional approximately 610 small water systems – serving less than 25 people – and 80,000 domestic wells are at high risk due to their location in aquifers with a high risk of groundwater contaminants.

The estimated total cost of implementing interim and long-term solutions, for water systems and domestic wells that need assistance within the next five years has been of significant concern while the assessment was being completed. The estimate for the next five years is \$10.25 billion.

The Assessment also identifies funding gaps of \$2.1 billion in grant funding and \$2.6 billion in loan funding to address failing and at-risk systems and domestic wells over the next five years.

There is the hope that significant federal funds will be available for the initial capital, but the ongoing operations and maintenance costs are still unidentified.

Legislative Update

Legislators have been working feverishly to shepherd their bills through policy committees ahead of the April 29 deadline for fiscal bills to pass out of policy committees. Most bills will now work through the Appropriations Committee process before hitting the floor of their respective houses.

The budget process is also heating up with the Governor's May Revise expected around May 10. Budget committees and subcommittees will then work to reach a consensus ahead of the June 15 budget deadline.

Updates on bills:

AB 2142 (Gabriel): This bill would provide an income tax exemption for rebates from a turf removal program. Sponsored by ACWA. The bill was heard in the Revenue and Taxation Committee. R&T Committee votes on all tax exemption bills at one time, so the vote will come later in May, as the bill as tax bills don't have to follow the same legislative deadlines.

AB 1845 (Calderon): MWD sponsored bill to allow for alternative project delivery methods for specific MWD projects. The bill was heard in the Assembly Local Government Committee and Water, Parks and Wildlife Committees and passed out unanimously. It will next be heard in Appropriations Committee.

AB 2247 (Bloom): CASA sponsored bill would require products sold in CA that contain PFAS to register the product on a publicly accessible reporting platform. The bill was recently amended to remove some of the enforcement language, which should remove some of the opposition. The bill was heard in the Environmental Safety & Toxic Materials Committee where manufacturing community voiced their opposition. The bill passed out 7-2, with Republicans voting no.

AB 2787 (Quirk): An extension of the original microbeads bill, this legislation would ban the sale or distribution of products that contain intentionally added microplastics. The bill passed out of both Natural Resources and Environmental Safety and Toxic Materials Committee.

AB 2811 (Bennett): Would require newly constructed large commercial buildings to be dual plumbed for recycled water and also require large commercial buildings to install onsite reuse systems. The bill could not overcome the concerns of the water and labor community and was not ever considered by the Environmental Safety and Toxic Materials Committee.

SB 1157 (Hertzberg): This legislation is identical to AB 1434 (Friedman) from 2021. The bill would implement the indoor GPCD targets outlined in the DWR/SWRCB draft report to the Legislature for 47 GPCD by 2025 and 42 GPCD by 2030. The bill passed out of Natural Resources and Water Committee despite significant concerns from Senator Ben Hueso (D-San Diego). The bill was quickly moved to the floor of the Senate where it passed 28-9. Throughout the whole process, the author has committed to working with the opposition, so there is still a possibility that the amendments the water community is looking for will be amended into the bill. The amendments, if taken, would require DWR and the SWRCB to study the effects 2030 target would have on wastewater flows before instituting the 42 GPCD requirement.