

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*:					
 https://sawpa.zoom.us/j/84603050735 	• 1 (669) 900-6833					
Meeting ID: 846 0305 0735	Meeting ID: 846 0305 0735					
*Participation in the meeting via the Zoom app (a free download) is strongly encouraged						

REGULAR COMMISSION MEETING TUESDAY, OCTOBER 4, 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.

6. NEW BUSINESS

A. INFORMATION TECHNOLOGY SERVICES REQUEST FOR PROPOSALS

Presenter: Dean Unger

Recommendation: Direct staff to prepare a Request for Proposals for Information

Technology Services.

B. PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT
(IRWM) PROJECT APPROVALS (CM#2022.65)......21

Presenter: Ian Achimore

Recommendation: The OWOW Steering Committee recommends that the Commission:

1) Approve the OWOW Portfolio of ten (10) projects in order to receive Proposition 1 IRWM Round 2 Grant Funding, and

Confirm that the three (3) North Orange County IRWM projects meet State requirement	∍nts
and thus be included in the Round 2 List of Projects to receive Grant Funding.	

C.

OWOW PLAN AMENDMENT (CM#2022.66)......103 **Presenter:** Ian Achimore

Recommendation: Approve an OWOW Plan Update 2018 Amendment with the following project additions:

- i. Twenty-seven (27) "plan only" projects submitted via the 2022 Call for Projects,
- ii. Twenty-four (24) projects that requested Proposition 1 Round 2 funding via the 2022 Call for Projects, and
- iii. Three (3) projects from the 2022 North Orange County IRWM Call for Projects.

D. GRANT APPLICATION CONSULTANT APPROVAL (CM#2022.67)......121

Presenter: Ian Achimore

Recommendation: Approve the General Services Agreement and Task Order DUDK373-07 with Dudek for \$80,830 to assist with the Proposition 1 Round 2 Grant Application.

SANTA ANA RIVER WATERSHED WEATHER MODIFICATION PILOT PROGRAM E. OPERATIONS CONSULTANT (CM#2022.68)......205

Presenter: Mark Norton

Recommendation: Receive and File.

INFORMATIONAL REPORTS

Recommendation: Receive for information.

- CHAIR'S COMMENTS/REPORT
- **COMMISSIONERS' COMMENTS**
- COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

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 September 29, 2022, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at SAWPA's office, 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 1/18/22	Commission Workshop [cancelled] Regular Commission Meeting	2/1/22 2/15/22	Commission Workshop Regular Commission Meeting
March	regular commission weeting	April	Regular Commission Weeting
3/1/22 3/15/22	Commission Workshop Regular Commission Meeting	4/5/22 4/19/22	Commission Workshop Regular Commission Meeting
May	<u> </u>	June	
5/3/22 5/17/22 5/3 – 5/6/22	Commission Workshop [cancelled] Regular Commission Meeting 2 ACWA Spring Conference, Sacramento, CA	6/7/22 6/21/22	Commission Workshop Regular Commission Meeting
July	•	August	
7/5/22 7/19/22	Commission Workshop [cancelled] Regular Commission Meeting	8/2/22 8/16/22	Commission Workshop [cancelled] Regular Commission Meeting
September	r	October	
9/6/22 9/20/22	Commission Workshop [cancelled] Regular Commission Meeting	10/4/22 10/18/22	Commission Workshop Regular Commission Meeting
November		December	
11/1/22 11/15/22	Commission Workshop Regular Commission Meeting	12/6/22 12/20/22 11/29 – 12/	Commission Workshop Regular Commission Meeting /2/22 ACWA Fall Conference, Indian Wells, CA

2023 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	
1/3/23	Commission Workshop	2/7/23	Commission Workshop
1/17/23	Regular Commission Meeting	2/21/23	Regular Commission Meeting
March		April	
3/7/23	Commission Workshop	4/4/23	Commission Workshop
3/21/23	Regular Commission Meeting	4/18/23	Regular Commission Meeting
May		June	
5/2/23	Commission Workshop	6/6/23	Commission Workshop
5/16/23	Regular Commission Meeting	6/20/23	Regular Commission Meeting
5/9 – 5/11/2	23 ACWA Spring Conference, Monterey, CA		-
July		August	
J 4		August	
7/5/23*	Commission Workshop	8/1/23	Commission Workshop
,	Commission Workshop Regular Commission Meeting	_	Commission Workshop Regular Commission Meeting
7/5/23*	Regular Commission Meeting	8/1/23	
7/5/23* 7/18/23	Regular Commission Meeting	8/1/23 8/15/23	
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7/5/23* 7/18/23 Septembe 9/5/23 9/19/23 November	Regular Commission Meeting r Commission Workshop Regular Commission Meeting	8/1/23 8/15/23 October 10/3/23 10/17/23 December	Regular Commission Meeting Commission Workshop Regular Commission Meeting

^{*} Meeting date adjusted due to conflicting holiday.

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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: October 2022 DATE TIME **MEETING DESCRIPTION** LOCATION 10/4/22 8:30 AM PA 23 Committee Mtg CANCELLED 10/4/22 10:00 AM PA 24 Committee Mtg CANCELLED 10/20/22 **LESJWA Board of Directors Mtg** CANCELLED 4:00 PM 10/31/22 10:00 AM Basin Monitoring Program Task Force Mtg VIRTUAL/TELECONFERENCE **Emerging Constituents Program Task** 2:30 PM 10/31/22 VIRTUAL/TELECONFERENCE Force Mtg

MONTH OF: November 2022								
DATE	TIME	MEETING DESCRIPTION	LOCATION					
11/1/22	10:00 AM	PA 24 Committee Mtg	VIRTUAL/TELECONFERENCE					
11/7/22	1:00 PM	MSAR TMDL Task Force Mtg	VIRTUAL/TELECONFERENCE					
11/14/22	9:30 AM	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	VIRTUAL/TELECONFERENCE					
11/17/22	11:00 AM	OWOW Steering Committee Mtg	VIRTUAL/TELECONFERENCE					

<u>Please Note</u>: 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 SEPTEMBER 20, 2022

COMMISSIONERS PRESENT Bruce Whitaker, Vice Chair, Orange County Water District

Mike Gardner, Secretary-Treasurer, Western Municipal Water District

June D. Hayes, San Bernardino Valley Municipal Water District

David J. Slawson, Eastern Municipal Water District

COMMISSIONERS ABSENT Marco Tule, Chair, Inland Empire Utilities Agency

ALTERNATE COMMISSIONERS

PRESENT; NON-VOTING Kelly Rowe, Orange County Water District

T. Milford Harrison, San Bernardino Valley Municipal Water District

STAFF PRESENT Jeff Mosher, Karen Williams, Mark Norton, David Ruhl, Edina Goode,

Rick Whetsel, Marie Jauregui, Sara Villa, Zyanya Ramirez, Dean

Unger, John Leete

OTHERS PRESENT Andrew Turner, Lagerlof, LLP; Nick Kanetis, Eastern Municipal Water

District; Shivaji Deshmukh, Inland Empire Utilities Agency; Christy Suppes, County of Orange; Michael Markus, Orange County Water District; Greg Woodside, Orange County Water District; Mallory Gandara, Western Municipal Water District; Brooke Jones, Yorba Linda Water District; Wayne Miller, Yorba Linda Water District; Beth Olhasso, West Coast Advisors; Michael Boccadoro, West Coast Advisors; Gloria Ma'ae; Robert Ennis, City of Riverside; Branden

Hodges; Adekunle Ojo

The Regular Meeting of the Santa Ana Watershed Project Authority Commission was called to order at 9:30 a.m. by Vice Chair Bruce Whitaker 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: AUGUST 16, 2022

Recommendation: Approve as posted.

B. TREASURER'S REPORT: JULY 2022

Recommendation: Approve as posted.

C. TREASURER'S REPORT: AUGUST 2022

Recommendation: Approve as posted.

D. RESOLUTION ON CONTINUATION OF REMOTE COMMISSION AND COMMITTEE MEETINGS (CM#2022.60)

Recommendation: Adopt Resolution No. 2022-15 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 September 23, 2022 to October 22, 2022 pursuant to Brown Act Provisions.

MOVED, to approve the Consent Calendar as posted.

Result: Adopted by Roll Call Vote

Motion/Second: Hayes/Gardner

Ayes: Gardner, Hayes, Slawson, Whitaker

Nays: None Abstentions: None Absent: Tule

6. WORKSHOP DISCUSSION AGENDA

A. LEGISLATIVE REPORT

Michael Boccadoro and Beth Olhasso from West Coast Advisors provided a presentation on the Sacramento Update. The Drought/Water Supply update for California continues to worsen throughout the year and it is an ongoing concern, the State overall is at 3.4%. The legislature adjourned August 31, the end of a two-year session, and the Governor is focusing on the measures/bills to sign or veto by the end of the month. 4,476 bills were introduced in 2021-22 legislative session, and 2,329 of them were sent to the Governor. Ms. Olhasso provided updates on the following bills:

- SB 1157 (Hertzberg): Lowering the indoor urban water use standard to 42 GPCD by 2030 Passed Legislature.
- SB 12 (McGuire): Requiring use of "heat resilient water infrastructure" in projects in high fire severity zones funded by state or federal government Failed Passage.
- AB 2142 (Gabriel): Exempts turf rebates from "taxable income" Passed Legislature.
- AB 2247 (Bloom): PFAS publicly accessible reporting platform Passed Legislature.
- AB 2449 (Rubio): Open Public Meetings Signed by Governor and will take effect January 1, 2023.

The FY 2022-2023 Budget passed with \$3.6 billion for the 2022 Drought Resilience and Response package, and it includes \$710 million for immediate drought response, \$1.5 billion for drinking water, water supply reliability and flood. \$441 million for conservation and agriculture, and \$918 million towards habitat/nature-based solutions. Commission Gardner asked if there is any information on what the administration is planning to do in terms of the refund checks for gas tax collection to vehicle owners. Is Administration still committed in sending the checks as opposed to doing something long-term significant and divert it

towards a water infrastructure project. Ms. Olhasso noted that the checks are scheduled to be distributed in October. Vice Chair Whitaker thanked Ms. Olhasso and Mr. Boccadoro for all their efforts with the legislative report.

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

7. <u>NEW BUSINESS</u>

A. PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT CALL FOR PROJECTS UPDATE (CM#2022.61)

Ian Achimore provided a presentation on the Proposition 1 Round 2 Integrated Regional Water Management Call for Projects Update, contained in the agenda packet on pages 39-58. SAWPA's Call for Projects closed June 2022, and SAWPA received 24 applications requesting Proposition 1 Round 2 Integrated Regional Water Management (IRWM) grant funding. SAWPA staff went through a three-month review period that entailed four (4) Participatory Budgeting Process Workshops where staff and stakeholders reviewed and provided feedback on the 24 projects that were submitted for funding. Per the Project Solicitation Package, there are two categories for IRWM grant funding – "Disadvantaged Community Implementation" and "General Implementation." To be eligible for Disadvantaged Community Implementation funding, a project needs to benefit a region that is considered "disadvantaged" using U.S. Census data or local income survey data.

The projects received through the Call for Projects, as well as State Proposition 1 Round 2 IRWM grant funding available within each category is shown below. Also shown is the amount allocated for SAWPA's grant administration effort to be utilized over the Round 2 implementation period from Summer 2023 to December 2027, and the amount allocated to the North Orange County IRWM group per the 2019 Cooperative Agreement approved by the Commission. Lastly, \$2 million from Proposition 1 Round 1 is available as "roll over" funding as a project included in the DWR grant agreement withdrew due to the inability to move forward with project construction. The funding roll over of \$2 million from Round 1 can only be provided to other OWOW projects, and a split of the "watershed wide" funding between the OWOW process (66%) and the North Orange County IRWM group (34%) as specified in the 2019 Cooperative Agreement.

Category	Project Applications	Grant Requested	Grant Available
Disadvantaged Community	6	\$13,116,020	\$4,095,000
OWOW General Implementation	18	\$54,700,206	\$14,435,100
North OC - General Implementation	4	NA	\$7,175,543
SAWPA - Grant Administration (4.7% of total grant available)	NA	NA	\$1,352,929
Rollover available from Prop 1 Round 1	NA	NA	\$2,000,000
Total	28	\$67,816,226	\$29,058,572

Mr. Achimore noted that on September 22, 2022, the OWOW Steering Committee will receive a recommendation from SAWPA staff to move forward with the top ten OWOW ranked projects and a grant funding allocation using the ranking process. If approved by the OWOW Steering Committee and then by the SAWPA Commission at their October 4, 2022 meeting, SAWPA staff will work with the ten project proponents to submit a final application to the DWR by their deadline of February 1, 2023. SAWPA has released a request for proposals (RFP) on

August 30, 2022, to assist SAWPA with coordinating and compiling the grant application to DWR. This is a budgeted action included in the two-year SAWPA budget. SAWPA staff will present a consultant for approval, based on the RFP results, at the October 4, 2022, Commission meeting. There was no discussion.

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

8. INFORMATIONAL REPORTS

Recommendation: Receive for Information.

- A. CASH TRANSACTIONS REPORT JULY 2022
- B. INTER-FUND BORROWING JULY 2022 (CM#2022.62)
- C. PERFORMANCE INDICATORS/FINANCIAL REPORTING JULY 2022 (CM#2022.63)
- D. PROJECT AGREEMENT 25 OWOW FUND FINANCIAL REPORT, JULY 2022
- E. <u>PROJECT AGREEMENT 26 ROUNDTABLE FUND FINANCIAL REPORT</u> JULY 2022
- F. FOURTH QUARTER FYE 2022 EXPENSE REPORT

G. GENERAL MANAGER REPORT

Jeff Mosher informed the Commission that he and Commissioner Harrison and Commission Slawson attended the SAWPA/OC San Joint Policy Committee. It was announced that OC San's General Manager, Jim Herbert will be retiring in February 2023. Commissioner Harrison noted that it was an interesting meeting, and he looks forward to the upcoming tour of their facilities.

H. STATE LEGISLATIVE REPORT

I. CHAIR'S COMMENTS/REPORT

There were no Chair comments.

J. **COMMISSIONERS' COMMENTS**

Commissioner Harrison asked if there was an update on the Bill AB 2449 (Open Public Meetings). Jeff Mosher noted that AB 2449 is an item that he will coordinate with SAWPA's General Counsel, Andy Turner to help us navigate through the requirements. Andy Turner said that the Bill will take effect January 2023, and it will be an item to circulate back in a future meeting for discussion.

K. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

There were no Commissioners' request for future Agenda items.

9. CLOSED SESSION

There was no closed session.

SAWPA Commission Regular Meeting Minutes September 20, 2022 Page 5

10. <u>ADJOURNMENT</u>
There being no further business for review, Vice Chair Bruce Whitaker adjourned the meeting at 10:31 a.m.

Approved at a Regular Meeting of t Tuesday, October 4, 2022.	he Santa Ana Watershed Project Authority Commission on
Marco Tule, Chair	
Attest:	
Sara Villa, Clerk of the Board	

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COMMISSION MEMORANDUM NO. 2022.64

DATE: October 4, 2022

TO: SAWPA Commission

SUBJECT: Information Technology Services Request for Proposals

PREPARED BY: Dean Unger, Information Systems and Technology Manager

RECOMMENDATION

It is recommended that the Commission direct staff to prepare a Request for Proposals (RFP) for Information Technology (IT) Services.

DISCUSSION

The contract for IT services would cover a period of four years with a possible one year extension. In keeping with good business practices, the contract should be reviewed for cost and services being evaluated by the agency following contract expiration. The current IT relationship with Accent Computing Solutions has been in force without interruption since 2009 and Accent was reselected following its selection from a SAWPA issued RFP in 2018. While the relationship has met the Agency's Information Technology requirement, it is in our best interest to issue an RFP in order to evaluate current costs being assessed, and overall IT services being rendered at this time. Services that will be evaluated will include but not limited to:

- 24 x 7 Support and Notification including Desktop Support during SAWPA Business Hours
- Network and Server Infrastructure
- Security including Cybersecurity
- Office 365
- VPN / MFA Experience
- Server Management (Cloud and On-Premise Expertise)
- Onsite and Offsite Backups
- Disaster Recovery Planning Expertise
- Hardware Acquisition Experience using State Procurement Contracts such as NASPO

RESOURCE IMPACTS

Anticipated costs for IT services are included in the FY 2022-23 and we will be including these in future budgets.

Attachments:

1. PowerPoint Presentation

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RECOMMENDATION

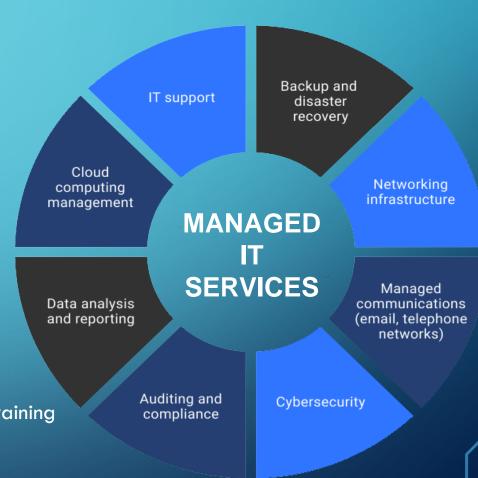
• It is recommended that the Commission direct staff to prepare a Request for Proposals (RFP) for Information Technology (IT) Services.

BACKGROUND

- A Managed Service Provider (MSP) has been used since 2004 to augment the Internal SAWPA IT staff
- Roles of the MSP are:
 - o Provide higher level IT situations (server failure, network architecture, etc.)
 - o Address overflow for daily support issues.
- Accent Computing Solutions has provided these services since 2009 (RFPs were issued in 2009, 2014 and 2018)
- The current RFP process will allow SAWPA to evaluate changing costs in meeting IT service needs

CURRENT SUPPORT MODEL

- SAWPA Staff
 - User Issue Triage
 - Desktop Support
 - Vendor/Contract Management
 - Network security VPN / Multifactor Authentication (MFA)
 - Security
- Managed Service Provider (MSP)
 - Desktop Support Overflow
 - Server Management Updates / Notifications
 - On Premise or Cloud
 - Network Security Cybersecurity monitoring, User Security Training
 - Email / Internet Filtering and monitor
 - Reporting
 - Disaster Recovery planning services



IT SERVICES RFP AND VENDOR SELECTION

Informational report October 4th 2022 Vendor Selection November 18th – December 5th 2022 Negotiated On-Boarding Process 20 to 45 days January 1st – January 20th 2023











Request to Issue RFP October 17th 2022 Recommendation of Vendor to Commission December 6th 2022

RECOMMENDATION

• It is recommended that the Commission direct staff to prepare a Request for Proposals (RFP) for Information Technology (IT) Services.

SAWPA COMMISSION MEMORANDUM NO. 2022.65

DATE: October 4, 2022

TO: SAWPA Commission

SUBJECT: Proposition 1 Round 2 Integrated Regional Water Management (IRWM)

Project Approvals

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION

The OWOW Steering Committee recommends that the Commission:

- Approve the OWOW portfolio of ten (10) projects in order to receive Proposition 1 IRWM Round 2 Grant Funding, and
- 2) Confirm that the three (3) North Orange County IRWM projects meet State requirements and thus be included in the Round 2 List of Projects to receive Grant Funding.

DISCUSSION

The OWOW Call for Projects was open from January 11, 2022 to June 1, 2022 and SAWPA received 24 applications requesting Proposition 1 Round 2 Integrated Regional Water Management (IRWM) grant funding. The Call for Projects application form reflected the rating and ranking criteria adopted by the OWOW Governance Structure as well as the IRWM proposal solicitation package (PSP) released by the California Department of Water Resources (DWR). Per the PSP, there are two categories for IRWM grant funding – "Disadvantaged Community Implementation" and "General Implementation." To be eligible for Disadvantaged Community Implementation funding, a project needs to benefit a region that is considered "disadvantaged" using U.S. Census data or local income survey data.

The amount of projects received through the OWOW Call for Projects, as well as State Proposition 1 Round 2 IRWM grant funding available within each category is shown in Table 1 below. Also shown is the amount allocated for SAWPA's grant administration effort to be utilized over the Round 2 implementation period from Summer 2023 to December 2027, and the amount allocated to the North Orange County IRWM group per the 2019 Cooperative Agreement approved by the Commission. Lastly, \$2 million from Prop 1 Round 1 is available as "roll over" funding as a project included in the DWR grant agreement withdrew due to the inability to move forward with project construction.

Table 1: Prop 1 Round 2 Available Funding

Category	Project Applications	Grant Requested	Grant Available
Disadvantaged Community	6	\$13,116,020	\$4,095,000
OWOW General Implementation	18	\$54,700,206	\$14,435,100
North OC - General Implementation	4	NA	\$7,175,543
SAWPA - Grant Administration (4.7% of total grant available)	NA	NA	\$1,352,929
Rollover available from Prop 1 Round 1	NA	NA	\$2,000,000
Total	28	\$67,816,226	\$29,058,572

The top ten OWOW ranked projects and a grant funding allocation using the ranking process are shown in Table 2 below. The OWOW Steering Committee received staff recommendation on the top ten projects on September 22, 2022 and unanimously recommended that the SAWPA Commission consider them. If approved by the Commission, staff will work with these ten projects (and the North Orange County projects) to submit a final application to the DWR by their deadline of February 1, 2023.

Table 2: OWOW Projects Recommended for Funding

Project Name	Project Lead	Recommended Grant Award	Total Cost				
One Water One Watershed – General Implementation Projects							
Santa Ana River Watershed Weather Modification Pilot Project	Santa Ana Watershed Project Authority	\$861,400	\$1,722,800				
Etiwanda Intervalley Water Quality and Water Resiliency Project Phase-1A	Jurupa Community Services District	\$2,954,213	\$28,505,400				
Wellhead Nitrate Treatment for Wells 4 & 27	Monte Vista Water District	\$2,533,492	\$6,950,000				
Cable Creek Basin Upper	San Bernardino County Flood Control District	\$2,521,678	\$20,000,000				
Phase 1 - Lake Elsinore Algae Harvesting and Nutrient Removal Project	Lake Elsinore and San Jacinto Watersheds Authority	\$1,500,000	\$3,000,000				
Lake Rialto Habitat Management and Community Open Space Project	City of Rialto	\$2,149,748	\$8,000,000				
Well 2 Replacement	Monte Vista Water District	\$2,006,311	\$8,675,000				
Disadvantaged Community Implementation	on Projects						
New Washington Well Project	City of Santa Ana	\$3,394,743	\$7,387,555				
Water Quality: Lead Service Line Replacements in the Bloomington DAC	West Valley Water District	\$315,000	\$390,000				
Box Springs Mutual Water Company Well Improvement Project	California Rural Water Association	\$1,885,257	\$1,893,000				
Grand Totals		\$20,121,843	\$86,523,755				

Per the 2019, Cooperative Agreement with the North County IRWM group that the SAWPA Commission approved, the recommendation from the OWOW Steering Committee also includes confirmation that the highest ranked North Orange County IRWM projects meet State requirements and thus be included in the DWR application to receive grant funding. Orange County Public Works is the administrator of that process, and SAWPA staff has coordinated closely with their staff to ensure the three projects meet eligibility requirements. Three projects were selected through the North Orange County IRWM group process and are shown below in Table 3 below.

Table 3: North OC Top Ranked Projects

Project Name	Project Lead	Grant Award	Total Cost	
North Orange County - General Implement	ation Projects			
Orange County Regional PFAS Groundwater Treatment Program in Santa Ana & Garden Grove	Orange County Water District	\$4,200,000	\$11,100,000	
Santa Ana Zoo Stormwater Capture and Diversion Project	City of Santa Ana	\$2,603,525	\$5,000,000	
Making Conservation an Orange County Way of Life	Municipal Water District of Orange County	\$780,275	\$2,783,200	
Grand Totals		\$7,583,800	\$18,883,200	

As mentioned above, a project selected through the Prop 1 Round 1 OWOW process has withdrawn itself for funding due to the inability to move forward in construction, and \$2 million is now available for Round 2. Due to the funding roll over of \$2 million from Round 1, which can only be provided to other OWOW projects, and a split of the "watershed wide" funding between the OWOW process (66%) and the North Orange County IRWM group (34%) as specified in the 2019 Cooperative Agreement, the total funding allocation per category equates to different amounts shown in Table 1. As background, the Cooperative Agreement specifies three funding categories that projects can receive funding:

- 1) Upper Watershed projects that are selected through the OWOW process and take place in Riverside and San Bernardino counties,
- 2) North Orange County projects that are selected through the North Orange County IRWM group process, and
- 3) Watershed-wide projects that are selected through the OWOW process and benefit all three counites in the Santa Ana River Watershed.

If there are no high ranked projects in the watershed-wide category, or if the high ranked watershed-wide projects don't use the full allotment, then the unused funding is distributed between the OWOW and North OC IRWM process using the 66% and 34% ratio. The final funding amounts by category are shown in Table 4 below. Note that although the amounts have changed for most of the categories, the grand total is the same as shown above in Table 1.

Table 4:	Final	Prop '	1	Round	2	Amounts b	V	Category
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Category	Projects Recommended	Grant Available
Disadvantaged Community	3	\$5,595,000*
OWOW - General Implementation	7	\$14,526,843**
North OC - General Implementation	3	\$7,583,800***
SAWPA - Grant Administration (4.7% of total grant available)	NA	\$1,352,929
Grand Total	13	\$29,058,572

^{*}Reflects an increase of \$1.5 million from the Table 1 amount (from \$2 million available from Round 1).

It is important to note that 26 projects were also submitted by applicants to be included in the Santa Ana River Watershed's State-approved IRWM plan, known as the "OWOW Plan Update 2018." Entities often take this action to be eligible for other State grant opportunities. As a separate action in the October 4, 2022 SAWPA Commission meeting, SAWPA staff has recommend that these projects be included in the OWOW Plan Update 2018.

Due to DWR's grant application requirements, we are required to provide "back up" projects that are ranked just below the top projects. "Back up" projects are needed in case a selected project cannot proceed forward during the implementation phase from Summer 2023 to December 2027. There will be two back up projects – one for DAC and one for OWOW General Implementation.

- DAC: Shamrock and Meridian Septic to Sewer Conversion
- OWOW General: City of Rialto Recycled Intertie

These two projects are shown in Table 5 below. The North OC IRWM group prefers to have their funding reallocated between the remaining two projects if one of their three projects cannot move forward.

Table 5: "Back Up" Projects

Project Name	Project Lead	Grant Request*	Total Cost
Shamrock and Meridian Septic to Sewer Conversion Project (DAC)	City of Rialto	\$3,143,400	\$3,143,400
City of Rialto Recycled Intertie (General Implementation)	Inland Empire Utilities Agency	\$3,000,000	\$53,000,000
Grand Totals		\$6,143,400	\$56,143,400

^{*}This is the grant request through the OWOW Call for Projects, not the final grant request to DWR. The possible amount granted to the project will depend on the project(s) that drop out during the implementation phase.

^{**}Reflects an increase of \$500k from Table 1 amount (from \$2 million available from Round 1), and a reduction of \$408,257 due to transferring a portion of the unutilized watershed-wide amount to the North Orange County IRWM group.

^{***}Reflects an increase of \$408,257 due to the transferring of a portion of the unutilized watershed-wide amount.

BACKGROUND

After the Call for Projects closed on June 1, 2022, SAWPA staff reviewed the 24 projects and posed questions to the project applications. Four workshops were also held in July and August per the approved "Participatory Budgeting" process. Project applicants and stakeholders from the watershed attended these meetings. Questions posed to the applicants by staff, stakeholders, and fellow applicants focused on several key issues:

- Are the benefits claimed realistic and accurate?
- Are the geographic areas claimed realistic and follow a similar methodology to those used by other applicants?
- Are there any double counting of benefits between projects?
- Are there any downstream effects from one project to another region in the watershed?

Announcements of the workshops and copies of the project applications were sent to the over 1,500 registrants on SAWPA's OWOW email distribution list. Materials from the workshops were continually provided on a dedicated SAWPA webpage: https://sawpa.org/owow/future-funding-opportunities/

CRITICAL SUCCESS FACTORS

- Active participation of a diverse group of stakeholders representing counties, cities, and water districts, as well as the private sector and the regulatory, environmental, and environmental justice communities who integrate the different interests in the watershed beyond political boundaries. Ensuring all perspectives are heard and valued.
- Distribution of benefits from the implementation of all integrated water resources management activities across the watershed in a fair and equitable fashion. Recognition that upstream conditions affect downstream water quality and quantity.
- OWOW criteria and values are transparent to watershed-wide stakeholders, and
- Administration of the OWOW process and plan in a highly efficient and cost-effective manner.

RESOURCE IMPACTS

None

Attachments:

- 1. PowerPoint Presentation
- 2. 2019 Cooperative Agreement with North Orange County IRWM Group

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Prop 1 Round 2 IRWM Project Approvals

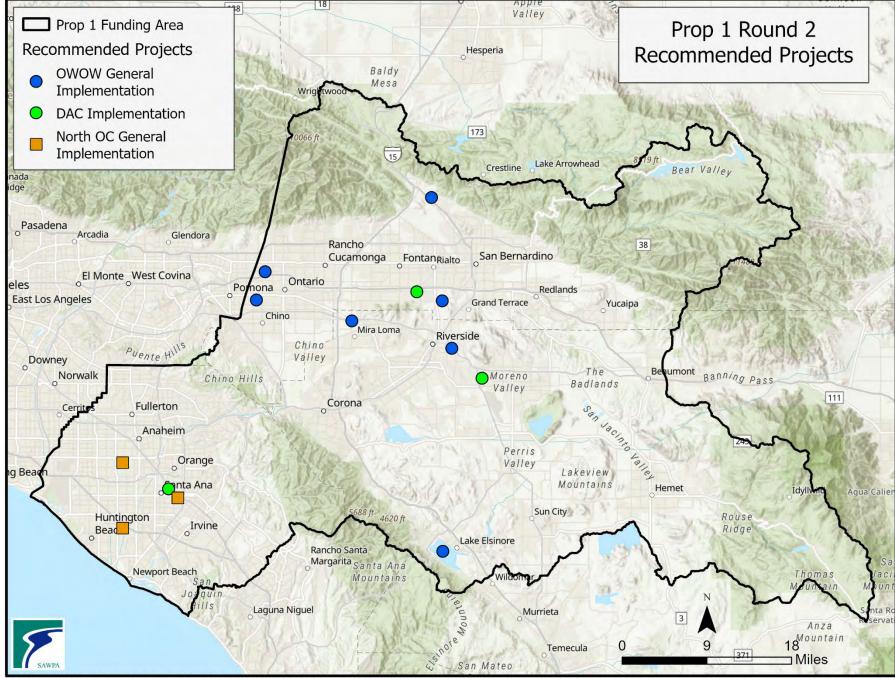
Ian Achimore, Senior Watershed Manager SAWPA Commission | October 4, 2022 Agenda Item 6.B.





Recommendation from the OWOW Steering Committee

- Approve the OWOW Portfolio of ten projects in order to receive Proposition 1 IRWM Round 2 Grant Funding, and
- Confirm that the three North Orange County IRWM projects meet State requirements and thus be included in the Round 2 list of projects to receive Grant Funding.



General Implementation Project	Applicant	Watershed Wide	Water Supply (AFY)	Water Quality (MGD)	Green- house Gas*	Habitat (Acres)	Flood Protection (Acres)	DAC %	Score	Funding Recom- mendation
Santa Ana River Watershed Weather Modification Pilot	SAWPA	Υ	8,200	4.40	6,265	-	-	46%	31.45	\$861,400
Etiwanda Intervalley Water Quality and Water Resiliency Phase-1A	JCSD	-	4,355	4.00	3,311	-	-	30%	17.51	\$2,954,213
Wellhead Nitrate Treatment for Wells 4 & 27	MVWD	-	4,516	4.03	-	-	-	42%	15.01	\$2,533,492
Cable Creek Basin (Upper)	SBCFCD	-	859	-	-	-	390	65%	14.94	\$2,521,678
Phase 1 - Lake Elsinore Algae Harvesting and Nutrient Removal	LESJWA	-	-	1.00	-	3,000	-	42%	12.84	\$1,500,000
Lake Rialto Habitat Management and Community Open Space	Rialto, City	-	-	5.90	7	10	-	51%	12.74	\$2,149,748
Well 2 Replacement	MVWD	-	3,226	2.88	-	-	-	42%	11.89	\$2,006,311
City of Rialto Recycled Intertie	IEUA	-	3,500	3.10	-	-	-	25%	10.87	
Santa Ana River Sustainable Parks & Tributaries Water Reuse	SBVMWD	-	5,109	-	-	187	-	38%	10.03	
Calimesa Aquifer Storage and Recovery	YVWD	-	2,890	1	2,197	1	-	37%	9.49	
Well Pump Replacements	MVWD	-	4,194	1	-	1	-	42%	8.90	
Improving Recycled Water Used in Local Groundwater Recharge	WMWD	-	985	3.0	749	-	-	26%	8.81	
Well 4 Replacement Top project threshold.	MVWD	-	1,936	1.73	-	-	-	42%	8.76	
Water Well RN #6 Nitrate Removal System	RHWC	-	1,300	1.20	-	1	-	56%	8.22	
Improved Lake Circulation at Prado Regional Park	SBCRP	-	-	4.3	-	62	-	12%	7.47	
Large Landscape Water Efficiency Program	IEUA	-	671	0.04	510	-	-	43%	6.40	
Regional Water Distribution System Leak Detection and Repair	MWDOC	Υ	1,338	1.19	1,017	-	-	12%	5.59	
Cactus Basins Connector Pipeline	SBVMWD	-	1,360	-	-	-	-	41%	5.28	30

^{*}Measured in tons of Greenhouse Gas reduced.

DAC Project	Applicant	Water Supply (AFY)	Water Quality (MGD)	Flood (Acres)	DAC %	Score	Funding Recomm endation
New Washington Well	Santa Ana, City	4,000	3.57		85%	17.00	\$3,394,743
Lead Service Line Replacements in the Bloomington DAC	WVWD	3,454	3.10		100%	14.72	\$315,000
Box Springs Mutual Water Company Well Improvement	California Rural WA	411	0.37		100%	1.93	\$1,885,257
Recycled Water Use Expansion	Santa Ana, City	370	-		63%	0.83	
Shamrock and Meridian Septic to Sewer Conversion	Rialto, City	-	0.13		100%	0.29	
Cottonwood Avenue Recycled Water Pipeline (East)	EMWD	90	-		100%	0.20	

Top project threshold.

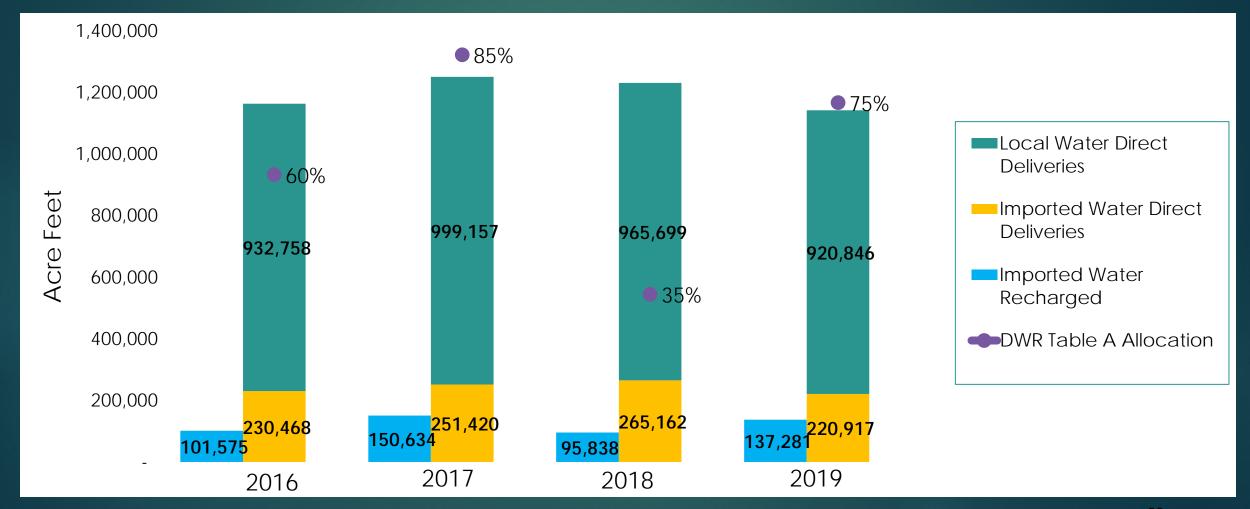
New Water and Revised Water for the Watershed

- "New water" water from a source that was not in use prior,
- "Revised water" water from a source that is currently discharged (such as secondary treated water) or water that is currently not in use due to regulatory or water quality issues.

Local Water from Prop 1 Round 2 Projects	Acre Feet per Year
New Water	13,312
Revised Water	18,466
Total Local Water	31,778*

^{*}Represents 3% of historical local water that is directly delivered to customers. See next slide for historical local water (2016 to 2019).

Local Water in a Historical Context



"Back Up" Project List

Project Name	Project Lead	Grant Request*	Total Cost
Shamrock and Meridian Septic to Sewer Conversion Project (DAC)	City of Rialto	\$3,143,400	\$3,143,400
City of Rialto Recycled Intertie (General Implementation)	Inland Empire Utilities Agency	\$3,000,000	\$53,000,000
Grand Totals		\$6,143,400	\$56,143,400

^{*}This is the grant request through the OWOW Call for Projects, not the final grant request to DWR. The possible amount granted to the project will depend on the project(s) that drop out during the implementation phase.

OWOW Projects



General Implementation

Santa Ana River Watershed Weather Modification Pilot Project

Santa Ana Watershed Project Authority

- ▶ Project is to use its results for the potential implementation of a full-scale weather modification for the Santa Ana River Watershed, and serve as a model for other regions to support local water management strategies that address climate change impacts such as droughts.
- ► Feasibility study indicated a potential 8% increase in watershed streamflow at a 10 to 1 benefit to cost ratio.
- Project will benefit all disadvantaged communities and associated organizations by creating clean local water supply allowing lower water rates and no harm to the watershed.

Project will utilize cloud seeding or precipitation enhancement technology to increase the amount of precipitation in high altitude areas in the Watershed.

An annual survey will be conducted to validate the model projections and evaluate the amount of capture and recharge of

streamflow runoff.



Etiwanda Intervalley Water Quality and Water Resiliency Project Phase-1A

Jurupa Community Services District (JCSD)

- ► There are water quality issues in JCSD's well fields. 43% of the production capacity (23,100 AFY) are inactivate, another 15% rely solely on blending.
- ► The Project will provide 20,000 AFY with up to 10,485 AFY observed in Phase 1A
- Project will also provide emergency water to Cucamonga Valley Water District (CVWD) to respond to drought, fire, earthquake, or other disasters

- ▶ This project will provide surplus groundwater (from CVWDs service area to JCSD), this water is available in the upper portion of Chino Basin.
 - ► The water will be supplied from one of CVWD's surface water treatment plants (that ties into the Rialto Feeder imported water pipeline) and the wells in the upper portion of Chino Basin.
- ► The Etiwanda pipeline will flow in both directions (JCSD↔CVWD).
 - ▶ This pipeline also serves as a regional backbone with water supply coordination capabilities with WMWD, City of Fontana, RCSD, CDA, and future CBP pipelines.





Wellhead Nitrate Treatment for Wells 4 and 27

Monte Vista Water District

- Wells currently exceed nitrate-related water quality regulations and require blending with State Water Project (SWP) water to reduce the nitrates to meet limits.
 - ► These wells will not be able to supply water if Metropolitan Water District (MWD) cannot supply sufficient water to MVWD for blending purposes.
- Project will increase the local and reliable water supply to disadvantaged communities making the District less reliant on the SWP for its imported water supplies

Project would provide wellhead nitrate treatment for wells 4 and 27 in MVWD's pressure zone 1.

► This supply will be available on an on-going basis to two water agencies, MVWD and the City of Chino Hills.



Cable Creek Basin (Upper)

San Bernardino County Flood Control District

- ► The communities within the feasibility study area in the City of San Bernardino include some which are disadvantaged in nature and can experience significant flash flooding from varied terrain.
- ► The downstream Devils Creek Diversion Channel is designed to accept only 8,600 cubic feet per second (CFS) and 100-year flood events are estimated to be larger.
 - ► This new basin and the Devils Creek Diversion Channel eventually connect to the Santa Ana River.
- Benefits also include pollutant load reduction, including bacteria.

- ► The proposed basin project will allow for stormwater recharge of up to 859 AFY, which will create new supply for the San Bernardino groundwater basin (near the City of San Bernardino).
- Construction will consist of basin excavation, outlet structure construction, embankment fill, compaction, rock slope protection, spillway construction, access road construction, fencing, demobilization, etc.

Phase 1 - Lake Elsinore Algae Harvesting and Nutrient Removal Project

Lake Elsinore and San Jacinto Watersheds Authority

- ▶ Widespread harmful algal blooms (HABs) occur in the lake due to ongoing and legacy nutrient loads and these are exacerbated by persistent drought and heatwaves. Since the last major drought in 2016, monitoring by City of Lake Elsinore and State has shown the ongoing occurrence of toxic HABs throughout the year.
- As a result, the City has been forced to post public health warnings and to close the lake for recreational activities, which has negative impacts on local businesses and tourism.
- ► The draft revised Total Maximum Daily Load (TMDL) report for Lake Elsinore recognizes that innovative, in-lake remediation projects are needed.

- Project includes implementation of innovative algae harvesting technology to address impacts of HABs.
- Project will include use of Hydronucleation Flotation Technology (HFT), an advanced liquid/solid separation process that has been optimized to operate at a high hydraulic rate.



Lake Rialto Habitat Management and Community Open Space Project

City of Rialto

- Project will lead to water quality improvements both water temperature, nutrient management, and other water quality benefits such as nitrogen and phosphorus bioremediation, and salt uptake by wetland vegetation, and removal of microplastics.
- Project will hold effluent for several days to reduce the temperature, and enable future management actions that currently cannot occur, including the complete dewatering of Rialto Channel to eradicate non-native aquatic predators and providing high flow pulses into the channel to remove sediment,

- Project will construct approximately 10 acres of wetlands/vegetation, with an estimated 41 acrefeet of total seasonal storage,
- The lake will be created using recycled water from the City's adjacent water treatment plant. The City currently discharges tertiary treated effluent into a concrete-lined flood control channel that flows into the unlined Rialto Channel,
- An existing dry pit will be reengineered to create a shallow marsh wetland (3 to 4 acres) that receives tertiary treated effluent, and a deeper lake (6 acres) that receives cleaned effluent once it has passed through bio-filtration, providing water temperature and nutrient management benefits.



Well 2 Replacement

Monte Vista Water District

- ► The current well is out of service due to water quality issues and casing failure.
- MVWD does not have any active groundwater supplies in this area and relies on water from the agency's pressure zone 2 or imported water to feed this zone.
- Project would utilize nitrate treatment infrastructure to comply with drinking water standards to ensure health and safety standards are met.

- Project would replace the District's Well 2 with a new production well and a packaged ion exchange system to reduce nitrate contamination.
- Project will also recoat the adjacent tank and upgrade the booster station to deliver water into the District's pressure zone 3.



OWOW Projects



DAC Implementation

New Washington Well Project

City of Santa Ana

- The project offers a local supply to help to build long term resilience and close the projected gap between future demand and available supply, consistent with both City of Santa Ana and Metropolitan Water District drought management policies.
- ► The great significance of the benefits of this project is reflected in the Orange County Water District's (OCWD) action to execute an agreement with the City to remove pumping limits and partially exempt the City from Basin Equity Assessment fees including for the proposed project.

- Like the City's other wells, the well is to be drilled to a depth of approximately 1,300 feet and be installed with minimum of an 18-inch diameter casing.
- The design capacity of the well will be about a 2,500 to 3,000 gallons per minute well pump flow range.
- ► The water produced will be disinfected using sodium hypochlorite before it is discharged into the water distribution system.



Water Quality: Lead Service Line Replacements in the Bloomington DAC

West Valley Water District

- The recently updated national lead and copper water quality regulations require removing lead from drinking water systems and better protecting communities especially schools and childcare facilities.
- ► The rule will require community water systems to inventory water service lines from the water main to the building inlet,
 - This must be done even if that portion of the service line is owned by the property owner.



Scope of the Work

- ► The project entails eliminating sources of lead by removing lead service lines and fittings, even on the portion's owned by the property owner and replacing them at no cost to the owner.
 - ► Funding provided directly to the community need.
- ► The number of water services in the Bloomington DAC is 4,161, which had a consumption demand of 3,454 acre-feet in calendar year 2021

Box Springs Mutual Water Company Well Improvement Project

California Rural Water Association

- ▶ The Mutual Company's sole production well does not meet State standards for water quality (nitrates) or sanitary seal.
- Drilling to lower water bearing zones will decrease the susceptibility of nitrate contamination and secure a source even if the water table declines.
- This well will allow the Company to avoid purchasing water from the neighboring system which will decrease its costs as well as free up storage space currently used for water blending.

- ▶ The new 1,050 GPM well will be drilled to identify low nitrate water zones and secure a low nitrate source for the system.
- ▶ A diesel, pad mounted generator and automatic transfer switch will be installed to provide emergency standby power.
- The new well is to become the primary source for the entire system.

Project Name	Project Lead	Grant Award	Total Cost
Orange County Regional PFAS Groundwater Treatment Program in Santa Ana and Garden Grove	Orange Count Water District	\$4,200,000	\$11,100,000
Santa Ana Zoo Stormwater Capture and Diversion Project	City of Santa Ana	\$2,603,525	\$5,000,000
Making Conservation an Orange County Way of Life	Municipal Water District of Orange County	\$780,275	\$2,783,200
Grand Totals		\$7,583,800	\$18,883,200

North Orange County Projects

Presenter: Christy Suppes

Senior Environmental Resources Specialist OC Public Works

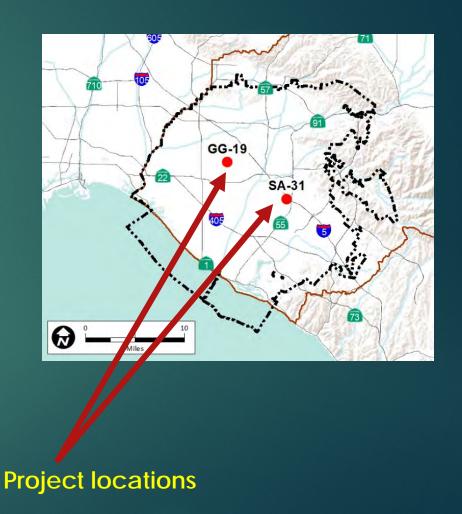
ORANGE COUNTY REGIONAL PFAS GROUNDWATER TREATMENT PROGRAM IN THE CITIES OF GARDEN GROVE AND SANTA ANA

Orange County Water District



- 59 groundwater production wells (within 10 retail water agency service areas) in OCWD's basin are shutdown due to Pre and Polyfluoroalkyl Substances (PFAS) contamination.
 - PFAS are a group of manmade chemicals that are used to make carpets, clothing, fabrics for furniture, food packaging, cookware, and other materials to make them non-stick and/or resistant to water, oil, and stains.
 - They are also used in several industrial processes and firefighting activities.
- Affected groundwater producer is forced to purchase imported water supply (\$1,143/AF) to replace PFAS-contaminated groundwater supply (\$558/AF)

- OCWD provides technical and financial assistances to groundwater producers (i.e. Garden Grove and Santa Ana) in order to recover groundwater supply lost to PFAS contamination
 - OCWD pays 100% of capital construction costs and 50% of annual operation and maintenance (O&M) cost for 30 years
- Project benefit includes 2,000 AF of local groundwater supply which will be treated through new ion exchange facilities to remove of PFAS
 - Ion exchange resins are "like tiny powerful magnets that attract and hold the contaminated materials from passing through the water system." (EPA Website, August 23, 2018)



Santa Ana Zoo Stormwater Capture and Diversion Project

City of Santa Ana





- Water quality protection of downstream water bodies
 - ▶ Preliminary pollutant load analysis: 165 lbs of Nitrates and 11,382 lbs of sediment removed from Newport Bay per year.
- Provide locate water source
 - ▶ 67 AFY of stormwater and dry-weather runoff infiltration via subsurface stormwater capture/drywell system,
- Project partners:
 - ► The City is currently working with Caltrans to partner on the Project via a Cooperative Implementation Agreement (\$1.25 million) and has received letters of support for the Project from Caltrans, Orange County Coastkeeper, and the Santa Ana Regional Water Quality Control Board

Scope of the Project

- Construction of a large subsurface stormwater infiltration system and a smaller subsurface stormwater infiltration system
- Implement a Hydrodynamic Separation Device to remove trash from the drainage area.
- Construct new 15,000 sq-ft urban green space area, diversion structure, flow meter system, bioswales, picnic areas, drought tolerant landscaping and shade trees, and interpretive signage promoting watershed and water quality education to the 250,000 annual Zoo visitors.

Making Conservation an OC Way of Life

Municipal Water District of Orange County

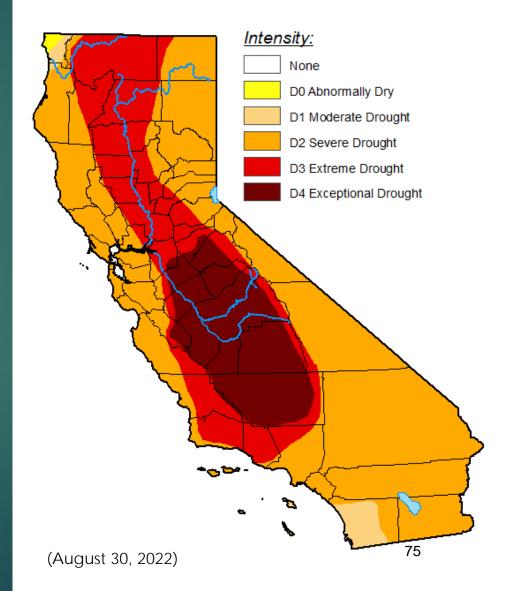




Issue to be Solved

- "Making Water Conservation a California Way of Life" law/regulations that require water agencies to adhere to water use efficiency budgets.
- Current drought conditions that affect Southern California.
- The Governor's recent call for water conservation.

U.S. Drought Monitor California



Scope of Work

- Convert 14-acres of grass to drought tolerant landscapes incorporated with stormwater capture features.
- Install approximately 3,200 smart irrigation timers, 1,450 high efficiency nozzles, and 250 rain barrels.
- Transform up to 6 acres of landscape from spray to drip irrigation.
- Create 150 publicly available water efficient landscape designs.
- Install up to 3,850 low-flush toilets and 3,600 water efficient clothes washers.
- Update industrial water using processes at approximately 3 facilities.



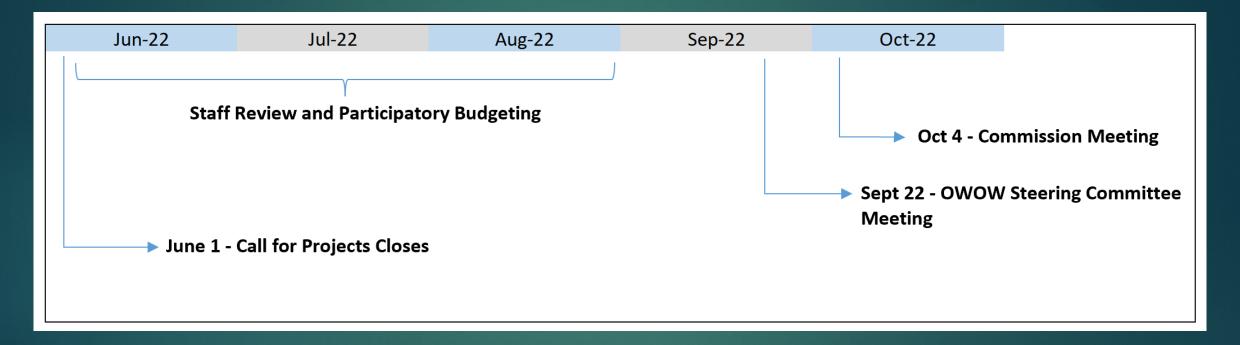


Recommendation from the OWOW Steering Committee

- The OWOW portfolio of ten projects be approved in order to receive Proposition 1 IRWM Round 2 grant funding, and
- ► Confirm that the three North Orange County IRWM projects meet State requirements and thus be included in the Round 2 list of projects to receive grant funding.

Background Information (If needed)

Prop 1 Round 2 Schedule



Notes:

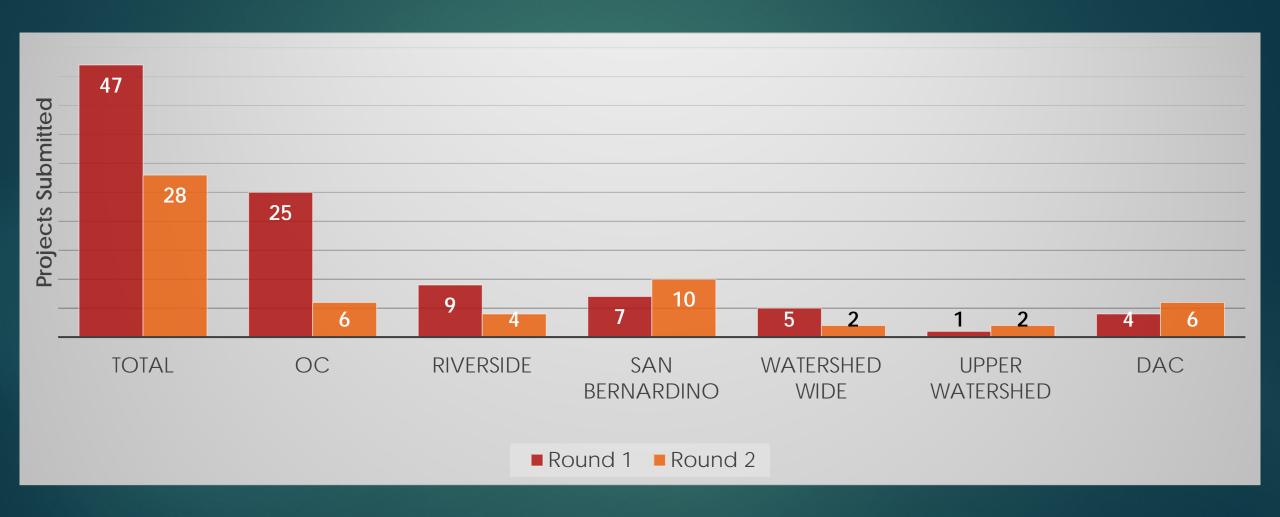
- ▶ Application to Department of Water Resources (DWR)due February 1, 2023.
- ▶ DWR/SAWPA grant agreement likely executed October 2023.

Prop 1 Round 2 Grant Funding Available for OWOW Process

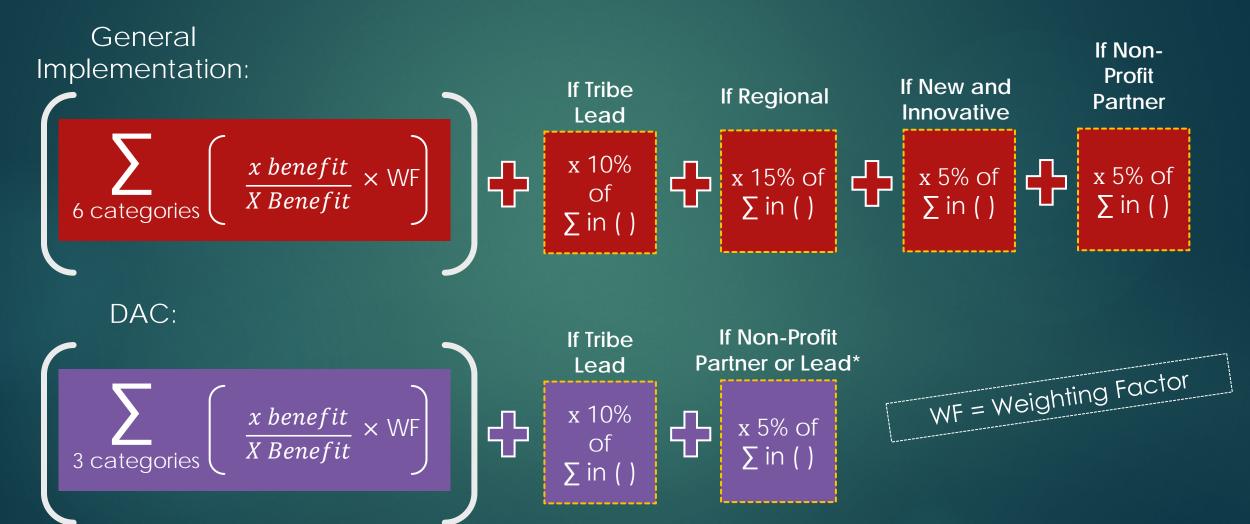
Category	Project Applications	Grant Requested	Grant Available
Disadvantaged Community	6	\$13,116,020	\$4,095,000
OWOW General Implementation	18	\$54,700,206	\$14,435,100
North OC - General Implementation	4	NA	\$7,175,543
SAWPA - Grant Administration (4.7% of total grant available)	NA	NA	\$1,352,929
Rollover available from Prop 1 Round 1	NA	NA	\$2,000,000
Total	28	\$67,816,226	\$29,058,572

26 projects also submitted applicants in order to be included in the Santa Ana River Watershed IRWM OWOW Plan. Entities often take this action In order to be eligible for other State grant opportunities.

Projects Submitted by County/Region



OWOW Ranking Formulas



OWOW Grant Funding Allocation Formula

- Purpose is to allocate funding to those top projects based on those top projects share of the sum of the weighted scores, and
- Include any State priority projects near threshold (if applicable).

Top project threshold.

Project ID	Weighted Score
1	699.90
2	643.89
3	526.26
4	424.44
5	401.53
6	298.39
7	246.87
8	244.25
9	170.26
10	143.83
11	101.49
12	93.87

OWOW - Staff Review and Participatory Budgeting

- Staff provided comments to project proponents on June 24,
- ► There was an opportunity for stakeholders to comment on all projects (comment period from June 29 to July 18),
- Four participatory budgeting workshops held with the lead applicants for them to:
 - Explain/defend their benefits claimed and the geographic areas benefiting, and
 - ▶ Come to consensus on the final recommended funding list of DAC and General Implementation projects.
- Consensus was reached with the ranked list and grant funding allocation.





North Orange County IRWM Cooperative Agreement

- ▶ In 2018, North OC requested 38% of available Proposition 1 IRWM grant funds to projects in Orange County as selected by their ranking process in the OC IRWM Plan.
- ▶ In February 2019, SAWPA Commission adopted the agreement which agreed to the following allocation:
 - ► North Orange County ranked projects: 30%
 - ▶ OWOW ranked projects located in San Bernardino/Riverside counties: 60%
 - ▶ OWOW ranked projects that have watershed-wide benefits: 10%
 - ► There is also a formula in the agreement that allocates any of the unused watershed-wide 10% funding
- Note: DAC Implementation category not allocated by county.



SAWPA's Role in North OC IRWM Projects

- OC Public Works administers process and has a thorough ranking process,
- Per the 2019 agreement, SAWPA to ensure all projects are eligible per Prop 1 requirements released by the State,
 - Agreement states "projects will be reviewed by the Committee only for compliance with the requirements of the applicable DWR project solicitation."
- ► These eligibility requirements include:
 - Project to be completed by December 2027,
 - Sufficient local match (at least 50%) provided, and
 - Project has a "useful life" consistent with Government Code 16727.

OCPublicWorks

Funding Categories

Competition Pools	Grant Amount	
DAC	\$4,095,000	
General Implementation	\$14,435,100	
Upper Watershed*	\$12,372,943	
Watershed Wide*	\$2,062,157	
Watershed Wide Not Utilized	\$2,062,157 - \$861,400 = \$1,200,757	

^{*}Not a competition pool, funding gets distributed after projects are submitted and highest scoring projects are determined.

How Non-Utilized Funding Gets Dispersed

- ▶ Language included in the North OC Cooperative Agreement:
 - ▶ "In the event that selected projects that benefit both the upper and the lower watersheds do not expend any portion of the 10% allocation, any unexpended funds shall be allocated as follows:
 - ▶ Thirty-four percent (34%) through the OC Plan...., and
 - ▶ Sixty-six percent (66%) through the OWOW for the upper watershed (area in San Bernardino County or Riverside County)."

Non-Utilized Funds	North OC	OWOW
\$1,200,757	\$408,257	\$792,500
100%	34%	66%

Final Grant Funding With Changes from Slide 54

Category	Projects Recommended	Grant Available
Disadvantaged Community	3	\$5,595,000*
OWOW - General Implementation	7	\$14,526,843**
North OC - General Implementation	3	\$7,583,800***
SAWPA - Grant Administration (4.7% of total grant available)	NA	\$1,352,929
Grand Total	13	\$29,058,572

^{*}Reflects an increase of \$1.5 million (from \$2 million available from Round 1).

^{**}Reflects an increase of \$500k (from \$2 million available from Round 1), and a reduction of \$408,257 due to transferring a portion of the unutilized watershed-wide amount to North Orange County IRWM.

^{***}Reflects an increase of \$408,257 due to the transferring of a portion of the unutilized watershed-wide amount.

Further Information on \$2 Million Roll Over from Round 1

- Box Springs Mutual Water Company Well Improvement Project (in DAC Implementation competition pool) not able to move forward due to low grant allocation.
- ► To solve issue, SAWPA moved \$1.5 Million (from the \$2 Million roll over from Prop 1 Round 1) to Box Springs.
- ► The other \$500,000 (of the \$2 Million roll over) was allocated to the top General Implementation projects using the ranking formula.

Justification of \$1.5M/\$500k Split

- Same question posed in Prop 1 Round 1, but all projects able to move forward in the past with initial amount due to inquires by SAWPA as the Regional Water Management Group (RWMG),
 - ▶ We have a unique issue this round due to the low score with the 3rd top DAC project.
- SAWPA/RWMG interested in projects able to move forward with grant provided.
- SAWPA wants to be responsive to comments received in participatory budgeting workshops regarding "per capita" benefits.
- Box Springs's nitrate removal and water quality focused project is consistent with the Prop 1 State requirements and OWOW/IRWM Plan's focus on small water systems.

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COOPERATIVE AGREEMENT FOR INTEGRATED REGIONAL WATER MANAGEMENT FUNDING IN THE SANTA ANA FUNDING AREA

This Cooperative Agreement (Agreement), which shall have an effective date as of the date fully executed by all parties hereto, is between the County of Orange, Orange County Sanitation District, Orange County Water District (collectively referred to as Orange County Parties), and the Santa Ana Watershed Project Authority (SAWPA), a joint powers authority. SAWPA and the Orange County Parties are collectively referred to as the "Parties."

WHEREAS SAWPA is the Regional Water Management Group for the Santa Ana Funding Area, for purposes of Integrated Regional Water Management (IRWM) project identification, prioritization, proposal, and grant funding allocation with respect to the One Water One Watershed (OWOW) Plan and any subsequent updates;

WHEREAS integrated planning at a regional scale is an important aspect of water resources management that is valuable in identifying opportunities for actions that create multiple, regional benefits and resolve or avoid conflicts in the watershed, and such integrated planning is valuable in promoting and improving collaboration across jurisdictions and functions at both the watershed scale and within significant parts of the watershed;

WHEREAS North Orange County comprises a significant part of the Santa Ana Funding Area, including the San Gabriel River-Coyote Creek, Anaheim Bay Huntington Harbour, Newport Bay, and Newport Coastal Streams sub-watersheds, where water management issues and priorities, such as surface and coastal water quality, differ from those in the upper Santa Ana River watershed;

WHEREAS the Orange County Parties, pursuant to an agreement amongst themselves, to wit, the Memorandum of Understanding for Integrated Regional Water Management in North and Central Orange County Watershed Management Areas, are a Regional Water Management Group for purposes of development and implementation of an IRWM Plan;

WHEREAS the Orange County Parties have, with the collaboration of other North Orange County stakeholders from the San Gabriel River-Coyote Creek, Anaheim Bay Huntington Harbour, lower Santa Ana River, Newport Bay, and Newport Coastal Streams hydrologic units, developed and adopted an IRWM Plan for North and Central Orange County, referred as to as "the OC Plan," which was developed and written to comply with State IRWM standards;

WHEREAS the hydrologic units represented in the OC Plan are currently part of the Santa Ana Funding Area covered by the OWOW Plan;

WHEREAS prior to entering into this Agreement, the County of Orange submitted an application to the California Department of Water Resources (DWR), to be recognized as a separate region in the Santa Ana Funding Area, to operate independently of SAWPA for purposes of project identification, prioritization, proposal, and grant funding allocation, with respect to projects in the OC Plan;

WHEREAS this Agreement serves to memorialize an agreement between the Parties whereby, in exchange for the Orange County Parties agreeing to forego efforts to form a separate region in the Santa Ana Funding Area for the OC Plan, and, instead, remain a part of the Santa Ana Funding Area covered by the OWOW Plan, SAWPA agrees to abide by the terms and conditions stated herein, in all rounds of grant funding administered by the State of California under Proposition 1 and any subsequent IRWM grant programs.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all Parties, and in light of the foregoing recitals, the Parties hereby agree as follows:

1. INTEGRATION OF THE OC PLAN AND OWOW:

- a. SAWPA has incorporated the OC Plan by reference in an appendix of the OWOW Plan. SAWPA has made other revisions to the OWOW Plan before its adoption reflecting the existence of the OC Plan and its interaction with the OWOW Plan. SAWPA will make other amendments to the OWOW Plan in future updates or as required by DWR.
- b. This Agreement determines how State grant funds for IRWM will be allocated for projects in the OWOW Plan, which includes the OC Plan. Projects allocated funds pursuant to Section 2a and 2b.i. below will not be rated/ranked by the OWOW Steering Committee and will be reviewed by the Committee only for compliance with the requirements of the applicable DWR project solicitation.

2. PROJECT IDENTIFICATION, RATING/RANKING, SELECTION, GRANT FUNDS ALLOCATION AND ADMINISTRATION:

- a. Projects in North and Central Orange County proposed for general implementation IRWM grant funding will be rated, ranked and selected for funding by the processes in the OC Plan and not by those in the OWOW Plan.
- b. IRWM grant funds for the Santa Ana Funding Area will be distributed as follows:
 - i. Thirty percent (30%) of the IRWM general implementation grant funds will be allocated to projects in the OC Plan selected pursuant to Section 2.a. In the event that a portion of an allocation is not expended in one funding round of a multiround process, any unexpended funds shall be rolled over and added to the thirty percent allocation for the next round.

- ii. Ten percent (10%) of the general implementation grant funds will be allocated for projects that benefit both the upper and the lower watersheds in the Santa Ana Funding Area and selected by the process in the OWOW Plan. In the event that selected projects that benefit both the upper and the lower watersheds in the Santa Ana Funding Area do not expend any portion of the 10% allocation, any unexpended funds shall be allocated as follows: thirty-four percent (34%) of any unexpended funds will be allocated to projects selected through the OC Plan as determined under Section 2.a. above, and sixty-six percent (66%) to projects selected through the OWOW for the upper watershed (area in San Bernardino County or Riverside County).
- iii. Sixty percent (60%) of the general implementation grant funds will be allocated to projects in the upper watershed selected by the process in the OWOW Plan. The Parties agree that projects so selected will not be challenged for funding under this agreement on the basis that the project will increase recycling or groundwater recharge in the upper watershed. In the event that a portion of an allocation is not expended in one funding round of a multi-round process, any unexpended funds shall be rolled over and added to the sixty percent allocation for the next round.
- iv. Disadvantaged Community (DAC) implementation funds, as defined by DWR, shall be treated separately and will be allocated by the process in the OWOW Plan to projects based on their direct and entire benefit to disadvantaged communities. DAC-supported projects from North and Central Orange County submitted to OWOW seeking DAC implementation funds will be eligible for this grant funding subject to the selection process in the OWOW Plan and will not count as part of the thirty percent (30%) OC Plan funding allocation as required under 2.b.i.
- c. As agreed upon by the OWOW Steering Committee and SAWPA Commission, ten percent (10%) of the total general implementation grant funding allocated to projects that benefit the Santa Ana Funding Area under 2.b.ii, projects in the upper watershed under 2.b.iii, and DAC projects under 2.b.iv will be allocated to small budget projects that requested grant funding less than or equal to \$500,000.
- d. SAWPA will administer the OWOW program and project grant contracting with DWR and the funded projects' lead agencies.
 - i. In selecting and submitting projects per Section 2.a above, the Orange County Parties will comply with a mutually agreed upon schedule and information requirements for submittals to be included in State-led processes related to IRWM funding such as grant applications, workshops and site visits.
 - ii. Five percent (5%) of DWR Proposition 1 IRWM grant funds assigned to the Santa Ana Funding Area will be used for SAWPA's administration of IRWM funding.

- iii. The Parties recognize that the overall number of projects funded under each round of Proposition 1 will need to be limited to ensure SAWPA grant administration is effective and efficient. The number of individual projects in the OC Plan which are funded under the allocation required in section 2.b.i is limited to four (4) for Round 1 of Proposition 1, unless SAWPA determines that additional projects can be supported.
- iv. SAWPA will be responsible for executing a funding agreement with the lead agency and or project proponent for each project selected for IRWM grant funds.
- v. Agreement of the Parties will be required for any request for DWR to modify or consolidate the funding rounds of Proposition 1.
- 3. WITHDRAWAL OF APPLICATION FOR SEPARATE REGION IN SANTA ANA FUNDING AREA: Upon execution of this Agreement by all Parties, the Orange County Parties agree to withdraw its application to DWR for recognition as a region in the Santa Ana Funding Area, and agree not to seek such approval so long as SAWPA is not in breach of any of its obligations under this Agreement, or until such time as the Agreement is terminated.
- 4. **GOVERNANCE:** The OWOW Steering Committee (SC) will continue to function as the advisory body to the SAWPA Commission as defined in the January 15, 2013 Santa Ana IRWMP OWOW Governance document, but shall, in its recommendations, adhere to the terms of Section 1 and 2 of this Agreement.
- 5. MODIFICATION: The terms of this Agreement may be amended only in writing executed by all of the Parties. This Agreement may not be modified in effect by changes in policies of any of the Parties without amending this Agreement per this section. The Parties shall review this Agreement after completion of Proposition 1 Round 1 project selection and grant funds allocation, and at least once every three years from the effective date, and the Parties shall revise if necessary.
- 6. AUTHORITY: The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entities to the terms and conditions hereof and thereof.
- 7. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Four (4) duplicate originals of this Agreement shall be executed each of which shall be deemed to be an original.

- 8. GOVERNING LAW AND JURISDICTION: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California.
- 9. **TERM and TERMINATION**: This Agreement shall have an initial term of ten years from the effective date. After the initial term, the Agreement shall automatically renew for successive terms of ten years each, unless, prior to expiration of the current term, one Party provides notice to the other Parties of its intent not to renew the Agreement. Provision of notice in this manner shall terminate the Agreement as of the expiration of the current term. In addition to expiration of the Agreement, this Agreement may be terminated by any Party in the event of a material breach by any other Party, or at any time by mutual written agreement of all of the Parties.
- 10. THIRD PARTY BENEFICIARIES: OC Plan-project proponents whose projects are selected for Prop 1 funding pursuant to this Agreement and meet eligibility criteria for the funding opportunity are intended by the Parties to be third-party beneficiaries of this Agreement. The Parties therefore agree that the Orange County Parties and the OC Plan-project proponents whose proposals are selected for Prop 1 funding and meet eligibility criteria for the funding opportunity may enforce applicable provisions of this Agreement as if they were parties hereto in the event of breach by SAWPA. However, nothing herein shall require the Orange County Parties to initiate or take any action on behalf of OC Plan-project proponents.
- 11. **NOTICE**: Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, and shall be delivered in person, via email, or sent by registered mail or certified mail, return receipt requested, and shall be deemed received upon actual receipt or 72 hours after deposit in the mail of the United States Postal Service, postage prepaid and addressed as follows:

To SAWPA:

Santa Ana Watershed Project Authority (SAWPA) Attention: General Manager 11615 Sterling Ave. Riverside, CA 92503 (951) 354-4220, (951) 668-8030 (fax)

To County of Orange:
County of Orange
Attention: Deputy Director, OC Environmental Resources
2301 N. Glassell Street
Orange, CA 92865

(714) 955-0600,

To OCSD
Orange County Sanitation District
Attention: General Manager
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 962-2411

To OCWD
Orange County Water District
Attention: General Manager
18700 Ward Street, Fountain Valley, CA 92708
(714) 378-3305, (714) 378-3373 (fax)

In witness whereof, the Parties hereto have executed this Agreement as of the date of the last signatory:

SANTA ANA WATERSHED PROJECT AUTHORITY

A Joint Powers Authority created pursuant to Government Code Section 6500 *et seq.*

Date: <u>5/21/1</u>	9
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By Richard E. Haller, P.E., ENV SP, General Manager

Date:	5/21	//	9
			_

Kelly Berry, CMC

Date: 5/21/1

APPROVED AS TO FORM LEGAL COUNSEL

By June Myle-Larry McKenney

COUNTY OF ORANGE

A political subdivision of the State of California

Date: 8/13/19	By Asia Bullet Chairwoman of the Board of Supervisors
Date: 8/13/19	By Alle Anches Chief Deputy Robin Stieler Clerk of the Board of Supervisors of Orange County, California
APPROVED AS TO FORM COUNTY COUNSEL	

ORANGE COUNTY SANITATION DISTRICT

A duly organized County Sanitation District

Date: 7/24/19	By Dan Shown
	David John Shawver Board Chairman
Date: 7/24/19	By Kelly A. Lore MMC Clerk of the Board

APPROVED AS TO FORM GENERAL COUNSEL

Date: 414 9

ORANGE COUNTY WATER DISTRICT

By: Name:

Vicente Sarmiento

Title:

President

Date:

June 5, 2019

By:

Name:

Michael R. Markus

Title:

General Manager

Date:

June 5, 2019

10

General Counsel for Orange County Water District

SAWPA COMMISSION MEMORANDUM NO. 2022.66

DATE: October 4, 2022

TO: SAWPA Commission

SUBJECT: OWOW Plan Amendment

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION

Approve an OWOW Plan Update 2018 Amendment with the following project additions:

- i. Twenty-seven (27) "plan only" projects submitted via the 2022 Call for Projects,
- ii. Twenty-four (24) projects that requested Proposition 1 Round 2 funding via the 2022 Call for Projects, and
- iii. Three (3) projects from the 2022 North Orange County IRWM Call for Projects.

DISCUSSION

The IRWM Plan for the Santa Ana River Watershed, the OWOW Plan Update 2018, has been certified by the DWR for meeting the 2016 IRWM plan standards. Through the OWOW Call for Projects, 24 projects were submitted to SAWPA for funding and incorporation into the Plan, and 26 were submitted to just be incorporated into the Plan (i.e. "plan only" projects). Through the North Orange County IRWM process described in the previous memorandum, three projects were submitted for funding and one was submitted to be included in the IRWM Plan from Orange County Public Works.

Per the Department of Water Resources (DWR) proposal solicitation package (PSP) and grant guidelines documents, projects approved for funding need to be included in the Plan which require formal adoption by the OWOW Steering Committee and SAWPA Commission. The DWR guidelines, Section II.B. states the following: "Projects must be included in an adopted IRWM Plan that is consistent with the 2016 IRWM plan standards. The applicant must demonstrate that the project is listed in the IRWM Plan project list." This action is important for the ten OWOW projects and three North Orange County projects recommended for funding in previous memorandum so they are eligible in the grant application SAWPA will submit to the DWR in February 2023.

Chapter 6 of the OWOW Plan Update 2018 describes the process for adding new projects to the plan. Most importantly, the projects must implement the six goals of the OWOW Plan Update 2018. The six goals include:

- Achieve resilient water resources through innovation and optimization.
- Ensure high-quality water for all people and the environment.
- Preserve and enhance recreational areas, open space, habitat, and natural hydrologic function.
- Engage with members of disadvantaged communities and associated supporting
- organizations to diminish environmental injustices and their impacts on the watershed.
- Educate and build trust between people and organizations.
- Improve data integration, tracking, and reporting to strengthen decision making.

In addition to goal implementation, the OWOW Plan Update 2018 asks projects (even those just requesting to be included in the Plan) to describe how the project engages the California Water Plan Resource Management Strategies, a description of any project benefits that will support members of disadvantaged communities or Tribal communities, or if the project diminishes environmental injustices or helps achieve the California Human Right to Water. The projects have all provided this within their applications.

As traditionally done, SAWPA staff is recommending including the "plan only" projects and the four North Orange County IRWM projects in the plan. Entities often choose the "plan only" option to be eligible for other State grant opportunities. The OWOW Plan Update 2018, includes a list of projects from Proposition 1 Round 1 per the SAWPA Commission's adoption of the Plan in 2019. That list is shown in Appendix B of the Plan reflects projects submitted to SAWPA by January 24, 2019.

BACKGROUND

The California IRWM Plan Standards published by the Department of Water Resources encourages the ranking of projects in each IRWM Plan. As described in the OWOW Plan Update 2018, the plan has chosen to not rank projects because the list of projects is not in direct competition for funding, as many projects have selected the "plan only" option. The plan also states that the technical feasibility of projects submitted to be part of the OWOW Plan is not assessed. Because a project is in the OWOW Plan Update 2018 for reasons other than grant seeking, it is not necessary to establish a thorough feasibility analysis. Rather, having all project concepts in the OWOW Plan makes it is easier for synergies and partnerships to be established between like-minded proponents or similarly structured projects.

From 2017 to 2021 the SAWPA Commission and OWOW Steering Committee took action to incorporate plans (and their project lists) into the OWOW Plan Update 2018. These include the following plans:

- 2015 Upper Santa Ana River Watershed IRWM Plan
- 2016 Chino Basin Stormwater Resources Plan
- 2017 Orange County Stormwater Resources Plan
- 2018 North and Central Orange County IRWM Plan
- 2018 Santa Ana River Parkway and Open Space Plan
- 2021 Orange County Stormwater Resource Plan into the OWOW Plan

The OWOW Plan Update 2018 does not require individual upload of each of the Projects through the OWOW Call for Projects online application. Per Chapter 6 of the plan, the SAWPA Commission requested that SAWPA staff work to directly import lists of projects that were collected in other planning efforts. As such, the projects from these plans are de facto included in the Plan even though they do not appear in Appendix B and the new Appendix B2.

CRITICAL SUCCESS FACTORS

- Active participation of a diverse group of stakeholders representing counties, cities, and water
 districts, as well as the private sector and the regulatory, environmental, and environmental
 justice communities who integrate the different interests in the watershed beyond political
 boundaries. Ensuring all perspectives are heard and valued.
- Distribution of benefits from the implementation of all integrated water resources management activities across the watershed in a fair and equitable fashion. Recognition that upstream conditions affect downstream water quality and quantity.

- OWOW criteria and values are transparent to watershed-wide stakeholders, and
- Administration of the OWOW process and plan in a highly efficient and cost-effective manner.

RESOURCE IMPACTS

None

Attachments:

- 1. PowerPoint Presentation
- 2. Appendix B2: Additional Project List to Include in the OWOW Plan Update 2018

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OWOW Plan Amendment

Ian Achimore, Senior Watershed Manager SAWPA Commission | October 4, 2022 Agenda Item 6.C.



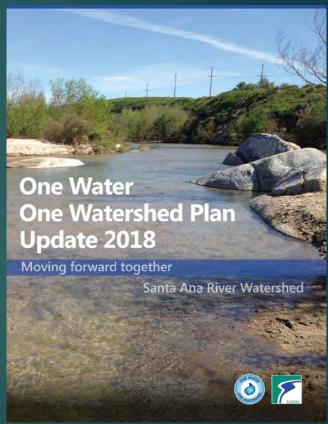


Recommendation

- Approve an OWOW Plan Update 2018 Amendment with the following project additions:
 - i. 27 "plan only" projects submitted via the 2022 Call for Projects,
 - ii. 24 projects that requested Proposition 1 Round 2 funding via the 2022 Call for Projects, and
 - iii. Three projects from the 2022 North Orange County IRWM Call for Projects.

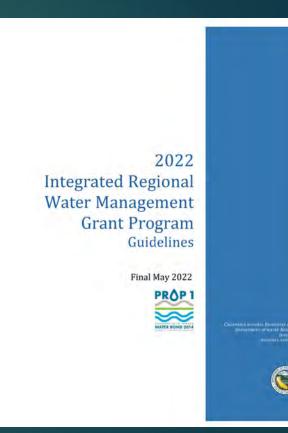
Projects to be Included in Plan Amendment

- The IRWM Plan for the Santa Ana River Watershed, the OWOW Plan Update 2018, has been certified by the DWR for meeting the 2016 IRWM plan standards.
- ► Through the OWOW Call for Projects, 24 projects were submitted to SAWPA for funding and incorporation into the Plan.
 - ▶ 26 were submitted to just be incorporated into the Plan (i.e. "plan only" projects).
- ► Through the North Orange County IRWM three projects were submitted for funding and one was submitted to be included in the IRWM Plan from Orange County Public Works.



Connection to DWR Grant Application

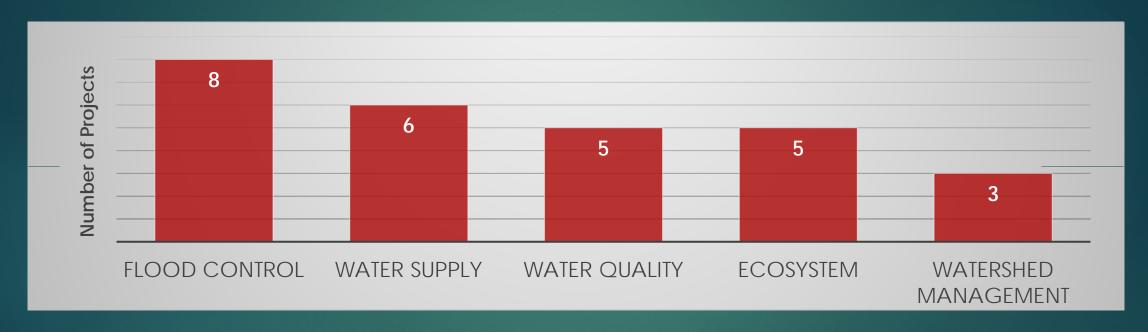
- ▶ Per the DWR grant guidelines, projects approved for funding need to be included in the OWOW Plan.
- ▶ DWR guidelines states: "Projects must be included in an adopted IRWM Plan that is consistent with [plan standards]. The applicant must demonstrate that the project is listed in the IRWM Plan project list."



Relationship to OWOW Plan Goals

- The OWOW Plan describes the process for adding new projects.
- Most importantly, the projects must implement the six goals of the OWOW Plan:
- Achieve resilient water resources through innovation and optimization.
- Ensure high-quality water for all people and the environment.
- Preserve and enhance recreational areas, open space, habitat, and natural hydrologic function.
- Engage with members of disadvantaged communities to diminish environmental injustices.
- Educate and build trust between people and organizations.
- Improve data integration, tracking, and reporting to strengthen decision making
- ► SAWPA staff has analyzed "plan only" projects and they comply with the OWOW Plan Update 2018.

"Plan Only" Projects Submitted by Major Benefit Category



Notes:

- Many projects have more than one benefit category. Just the major category is shown for illustration purposes.
- Includes projects submitted through the North OC IRWM process.

Lead Agency Name	"Plan Only" Project Name
City of Anaheim	State College Boulevard Stormwater Capture
City of Calimesa	Calimesa Channel Stage 3
City of Corona, Utilities Department	Temescal Basin Stormwater Capture and Recharge
City of Hemet	City of Hemet Salt Creek Mitigation Project
City of Perris	Bradley Channel Enhancement Project
City of Wildomar	Sedco MDP Line F-2
Eastern Municipal Water District	Lakeview Subbasin Recharge Feasibility Study
Inland Empire Utilities Agency	East-West Pipeline Project
Riverside County Flood Control District	Bedford Canyon Channel, Stage 1
Riverside County Flood Control District	Box Springs Groundwater Recharge at Kansas Basin
Riverside County Flood Control District	Day Creek Channel Water Conservation Restoration
Riverside County Flood Control District	Eastvale Line D
Riverside County Flood Control District	Eastvale Line E
Riverside County Flood Control District	Good Hope - Olive Avenue Storm Drain, Stages 1,2
Riverside County Flood Control District	Lakeland Village MDP Line H
Riverside County Flood Control District	Marshall Creek, Stage 1
Riverside County Flood Control District	North Norco Channel, Stage 11
San Bernardino Valley Municipal Water District	Foothill Pipeline Protection at City Creek
San Bernardino Valley Municipal Water District	Headwaters Program
San Bernardino Valley Municipal Water District	Highland Hills Project
San Bernardino Valley Municipal Water District	Lytle Creek/Cajon Creek Mitigation Lands
San Bernardino Valley Municipal Water District	Rialto Channel Habitat Restoration
San Bernardino Valley Municipal Water District	South Mesa Water Co. Turnout & Recharge Basin
San Bernardino Valley Municipal Water District	Sunnyslope Creek Water Security & Restoration
San Bernardino Valley Municipal Water District	Tres Lagos Project
San Bernardino Valley Municipal Water District	Wildfire Prevention in the Santa Ana River
UC Riverside - Environmental Health & Safety	UCR Gage Basin Green Infrastructure Restoration 113

Lead Agency Name	Projects Seeking Funding Name
San Bernardino County Flood Control District	Cable Creek Basin (Upper)
San Bernardino Valley Municipal Water District	Cactus Basins Connector Pipeline
Yucaipa Valley Water District	Calimesa Aquifer Storage and Recovery
Inland Empire Utilities Agency	City of Rialto Recycled Intertie
Jurupa Community Services District	Etiwanda Intervalley Water Quality and Water Resiliency Project Phase-1A
San Bernardino County Regional Parks	Improved Lake Circulation at Prado Regional Park
Western Municipal Water District	Improving Recycled Water Used in Local Groundwater Recharge
City of Rialto	Lake Rialto Habitat Management and Community Open Space Project
Inland Empire Utilities Agency	Large Landscape Water Efficiency Program
Municipal Water District of Orange County	Making Conservation an Orange County Way of Life
Orange County Water District	Orange County Regional PFAS Groundwater Treatment Program
Lake Elsinore and San Jacinto Watersheds Authority	Phase 1 - Lake Elsinore Algae Harvesting and Nutrient Removal Project
Municipal Water District of Orange County	Regional Water Distribution System Leak Detection and Repair Program
San Bernardino Valley Municipal Water District	Santa Ana River Sustainable Parks & Tributaries Water Reuse (Purple Pipe)
Santa Ana Watershed Project Authority	Santa Ana River Watershed Weather Modification Pilot Project
City of Santa Ana	Santa Ana Zoo Stormwater Capture and Diversion Project
Riverside Highland Water Company	Water Well RN #6 Nitrate Removal System
Monte Vista Water District	Well 2 Replacement
Monte Vista Water District	Well 4 Replacement
Monte Vista Water District	Well Pump Replacements
Monte Vista Water District	Wellhead Nitrate Treatment for Wells 4 & 27
California Rural Water Association	Box Springs Mutual Water Company Well Improvement Project
Eastern Municipal Water District	Cottonwood Avenue Recycled Water Pipeline (East)
City of Santa Ana	New Washington Well Project
City of Santa Ana	Recycled Water Use Expansion Project
City of Rialto	Shamrock and Meridian Septic to Sewer Conversion Project
West Valley Water District	Water Quality: Lead Service Line Replacements in Bloomington DAC4

Recommendation

- Approve an OWOW Plan Update 2018 Amendment with the following project additions:
 - 27 "plan only" projects submitted via the 2022 Call for Projects,
 - ii. 24 projects that requested Proposition 1 Round 2 funding via the 2022 Call for Projects, and
 - Three projects from the 2022 North Orange County IRWM Call for Projects.

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APPENDIX B2: ADDITIONAL PROJECT LIST TO INCLUDE IN THE OWOW PLAN UPDATE 2018 (VIA 2022 AMENDMENT)

On the following pages is the list of projects added via an amendment to the OWOW Plan Update 2018, including those seeking Proposition 1 Round 2 IRWM implementation grant funding.

Per the stipulations included in OWOW Plan Update 2018 Chapter 6 - Project/Program Review, Evaluation, and Prioritization, the plan is dynamic and can be amended by action of the OWOW Steering Committee and/or the SAWPA Commission.

To review the up-to-date list, visit www.sawpa.org/owow. The instructions for submitting projects to be adopted into the OWOW Plan Update 2018 can also be found there.

Project ID	Submittal Type	Lead Agency Name	Project Name (alphabetical by submittal type)
20220004	In the Plan	Inland Empire Utilities Agency	East-West Pipeline Project
20220026	In the Plan	Riverside County Flood Control & Water Conservation District	Bedford Canyon Channel, Stage 1
20220027	In the Plan	City of Calimesa	Calimesa Channel Stage 3
20220028	In the Plan	Riverside County Flood Control & Water Conservation District	Day Creek Channel Water Conservation Restoration
20220029	In the Plan	Riverside County Flood Control & Water Conservation District	Eastvale Line D
20220030	In the Plan	Riverside County Flood Control & Water Conservation District	Eastvale Line E
20220031	In the Plan	Riverside County Flood Control & Water Conservation District	Good Hope – Olive Avenue Storm Drain, Stages 1 and 2
20220036	In the Plan	Riverside County Flood Control & Water Conservation District	Box Springs SD- Groundwater Recharge at Kansas Basin
20220037	In the Plan	Riverside County Flood Control & Water Conservation District	Lakeland Village MDP Line H
20220038	In the Plan	Riverside County Flood Control & Water Conservation District	Marshall Creek, Stage 1
20220039	In the Plan	Riverside County Flood Control & Water Conservation District	North Norco Channel, Stage 11
20220040	In the Plan	City of Wildomar	Sedco MDP Line F-2
NA*	In the Plan	City of Anaheim	State College Boulevard Stormwater Capture
20220043	In the Plan	San Bernardino Valley Municipal Water District	Sunnyslope Creek Water Security and Restoration Project
20220045	In the Plan	City of Corona, Utilities Department	Temescal Basin Stormwater Capture and Recharge
20220046	In the Plan	City of Perris	Bradley Channel Enhancement Project
20220047	In the Plan	Eastern Municipal Water District	Lakeview Subbasin Recharge Feasibility Study
20220048	In the Plan	City of Hemet	City of Hemet Salt Creek Mitigation Project
20220049	In the Plan	San Bernardino Valley Municipal Water District	Lytle Creek/Cajon Creek Mitigation Lands
20220050	In the Plan	San Bernardino Valley Municipal Water District	Wildfire Prevention in the Santa Ana River
20220051	In the Plan	San Bernardino Valley Municipal Water District	Headwaters Program

Project ID	Submittal Type	Lead Agency Name	Project Name (alphabetical by submittal type)
20220052	In the Plan	San Bernardino Valley Municipal Water District	Tres Lagos Project
20220053	In the Plan	San Bernardino Valley Municipal Water District	Rialto Channel Habitat Restoration
20220054	In the Plan	San Bernardino Valley Municipal Water District	Highland Hills Project
20220056	In the Plan	San Bernardino Valley Municipal Water District	Foothill Pipeline Protection at City Creek
20220059	In the Plan	San Bernardino Valley Municipal Water District	South Mesa Water Company Turnout and Recharge Basin
20220060	In the Plan	University of California Riverside - Environmental Health and Safety	UC Riverside Gage Basin Green Infrastructure Restoration Phase I
20220041	Seeking Prop 1 - General	San Bernardino County Flood Control District	Cable Creek Basin (Upper)
20220058	Seeking Prop 1 - General	San Bernardino Valley Municipal Water District	Cactus Basins Connector Pipeline
20220015	Seeking Prop 1 - General	Yucaipa Valley Water District	Calimesa Aquifer Storage and Recovery
20220014	Seeking Prop 1 - General	Inland Empire Utilities Agency	City of Rialto Recycled Intertie
20220007	Seeking Prop 1 - General	Jurupa Community Services District	Etiwanda Intervalley Water Quality and Water Resiliency Project Phase-1A
20220025	Seeking Prop 1 - General	San Bernardino County Regional Parks	Improved Lake Circulation at Prado Regional Park
20220013	Seeking Prop 1 - General	Western Municipal Water District	Improving Water Quality of Recycled Water Used in Local Groundwater Recharge Project
20220008	Seeking Prop 1 - General	City of Rialto	Lake Rialto Habitat Management and Community Open Space Project
20220044	Seeking Prop 1 - General	Inland Empire Utilities Agency	Large Landscape Water Efficiency Program
NA*	Seeking Prop 1 - General	Municipal Water District of Orange County	Making Conservation an Orange County Way of Life
NA*	Seeking Prop 1 - General	Orange County Water District	Orange County Regional PFAS Groundwater Treatment Program
20220017	Seeking Prop 1 - General	Lake Elsinore and San Jacinto Watersheds Authority	Phase 1 - Lake Elsinore Algae Harvesting and Nutrient Removal Project

Submittal Type	Lead Agency Name	Project Name (alphabetical by submittal type)
Seeking Prop 1 - General	Municipal Water District of Orange County	Regional Water Distribution System Leak Detection and Repair Program
Seeking Prop 1 - General	San Bernardino Valley Municipal Water District	Santa Ana River Sustainable Parks & Tributaries Water Reuse (Purple Pipe)
Seeking Prop 1 - General	Santa Ana Watershed Project Authority	Santa Ana River Watershed Weather Modification Pilot Project
Seeking Prop 1 - General	City of Santa Ana	Santa Ana Zoo Stormwater Capture and Diversion (SAZSCAD) Project
Seeking Prop 1 - General	Riverside Highland Water Company	Water Well RN #6 Nitrate Removal System
Seeking Prop 1 - General	Monte Vista Water District	Well 2 Replacement
Seeking Prop 1 - General	Monte Vista Water District	Well 4 Replacement
Seeking Prop 1 - General	Monte Vista Water District	Well Pump Replacements
Seeking Prop 1 - General	Monte Vista Water District	Wellhead Nitrate Treatment for Wells 4 & 27
Seeking Prop 1 - DAC	California Rural Water Association	Box Springs Mutual Water Company Well Improvement Project
Seeking Prop 1 - DAC	Eastern Municipal Water District	Cottonwood Avenue Recycled Water Pipeline (East)
Seeking Prop 1 - DAC	City of Santa Ana	New Washington Well Project
Seeking Prop 1 - DAC	City of Santa Ana	Recycled Water Use Expansion Project
Seeking Prop 1 - DAC	City of Rialto	Shamrock and Meridian Septic to Sewer Conversion Project
Seeking Prop 1 -	West Valley Water District	Water Quality: Lead Service Line Replacements in
	Seeking Prop 1 - General Seeking Prop 1 - DAC	Seeking Prop 1 - General Seeking Prop 1 - California Rural Water District Seeking Prop 1 - DAC Seeking Prop 1 - City of Santa Ana DAC Seeking Prop 1 - City of Santa Ana City of Santa Ana City of Santa Ana City of Rialto City of Rialto

SAWPA COMMISSION MEMORANDUM NO. 2022.67

DATE: October 4, 2022

TO: SAWPA Commission

SUBJECT: Grant Application Consultant Approval

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION

Approve the General Services Agreement and Task Order DUDK373-07 with Dudek for \$80,830 to assist with the Proposition 1 Round 2 Grant Application.

DISCUSSION

As discussed with the SAWPA Commission on September 20th, the Grant Application Support for Integrated Regional Water Management Program request for proposals (RFP) was posted on August 30th. By the September 22nd deadline, two proposals were received and rated by staff using the RFP criteria:

Table 1: RFP Criteria Rating

Firm	Responsiveness and attention-to-detail reflected in RFP response	Experience and qualifications in relation to the scope	Appropriateness of proposed fees in relation to anticipated value and quality of services
Dudek	4	5	5
Larry Walker Associates	5	3	3

Note that the rating criteria utilized has a range of 1 to 5, where 1 = poor and 5 = excellent. Both firms have strong technical backgrounds in water resources, but the proposal from Dudek includes a team of individuals that has more experience in grant applications to the Department of Water Resources. Dudek's costs reflect rates that are more closely related to grant writing. While Larry Walker Associates costs are appropriate, they seem more well suited for a technical feasibility study or engineering/design, which is beyond the scope of the grant application effort. Staff inquired with another water agency who utilized Dudek for a Proposition 1 Round 1 IRWM application, and the agency recommended their services. SAWPA has also utilized the same Dudek team of individuals for its Proposition 1 Round 1 application, and the costs for that task order with Dudek were approximately \$95,000.

Table 2: Cost Proposals from RFP Responders

Firm	Total Cost	Total Hours
Dudek	\$80,830	480
Larry Walker Associates	\$124,067	574

CRITICAL SUCCESS FACTORS

- Active participation of a diverse group of stakeholders representing counties, cities, and water districts, as well as the private sector and the regulatory, environmental, and environmental justice communities who integrate the different interests in the watershed beyond political boundaries. Ensuring all perspectives are heard and valued.
- Distribution of benefits from the implementation of all integrated water resources management activities across the watershed in a fair and equitable fashion. Recognition that upstream conditions affect downstream water quality and quantity.
- OWOW criteria and values are transparent to watershed-wide stakeholders, and
- Administration of the OWOW process and plan in a highly efficient and cost-effective manner.

RESOURCE IMPACTS

The total cost of the Dudek proposal is well within the SAWPA Commission's adopted budget for a Proposition 1 Round 2 grant writing consultant. The funding available is included within the budget line item for Fund 373 OWOW Watershed Management. The source of funding for Fund 373 is annual member agency contributions.

Attachments:

- 1. PowerPoint Presentation
- 2. RFP for Grant Application Support for Integrated Regional Water Management Program
- 3. Dudek RFP Response
- 4. Dudek GSA and Task Order

Grant Application Consultant Approval

Ian Achimore, Senior Watershed Manager SAWPA Commission | October 4, 2022 Agenda Item 6.D.





Recommendation

Approve the General Services Agreement and Task Order DUDK373-07 with Dudek for \$80,830 to assist with the Proposition 1 Round 2 Grant Application.

RFP for Grant Writing Assistance

- As discussed at the September 20 Commission meeting, SAWPA released a RFP on August 30, 2022 to assist with coordinating and compiling the grant application to DWR.
- ► This is a budgeted action included in the two-year SAWPA.
- ► Two proposals were received by the September 22 RFP submission deadline.



Submission Results

Costs/Hours:

Firm	Total Cost	Total Hours
Dudek	\$80,830	480
Larry Walker Associates	\$124,067	574

Ratings:

Firm	Responsiveness reflected in RFP response	Experience and qualifications in relation to the scope	Appropriateness of proposed costs
Dudek	4	5	5
Larry Walker Associates	5	3	3

Rating scale (1 to 5) where 1 = poor; 5 = excellent

Proposed Edits to General Services Agreement

- New language added to Section 4.05 regarding liability:
- Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of SAWPA, provided, however, Consultant shall be responsible for the SAWPA defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness, or willful misconduct."
- SAWPA's counsel has reviewed this addition and it is acceptable.
- In Prop 1 Round 1, Dudek also provided similar services at a cost of approximately \$95,000.
 - ▶ These changes were not included in the GSA associated with that task order.

Recommendation

Approve the General Services Agreement and Task Order DUDK373-07 with Dudek for \$80,830 to assist with the Proposition 1 Round 2 Grant Application.



REQUEST FOR PROPOSALS

Grant Application Support for Integrated Regional Water Management Program

SANTA ANA WATERSHED PROJECT AUTHORITY

AUGUST 30, 2022



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CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP)

Grant Application Support for Integrated Regional Water Management Program

INTRODUCTION

SAWPA serves as the program manager, grant applicant, primary grantee, and grant administrator on behalf of local project sponsors participating in the Santa Ana River Watershed Integrated Regional Water Management (IRWM) Program, also known as One Water One Watershed (OWOW). SAWPA is responsible for submitting required grant applications, reports and managing invoices and grant disbursements from the state. SAWPA provides final direction, review, and approval for all decisions made for the program through the IRWM governance structure composed of the OWOW Steering Committee and SAWPA Commission.

OWOW is part of the California Department of Water Resources (DWR) IRWM Program which promotes collaborative planning and water resources management. On November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Proposition 1 authorized \$510 million in IRWM funding. Funds are allocated to 12 hydrologic region-based Funding Areas. One of those 12 Funding Areas is the Santa Ana River Watershed, also known as the "Santa Ana Funding Area" or "Santa Ana River IRWM Region."

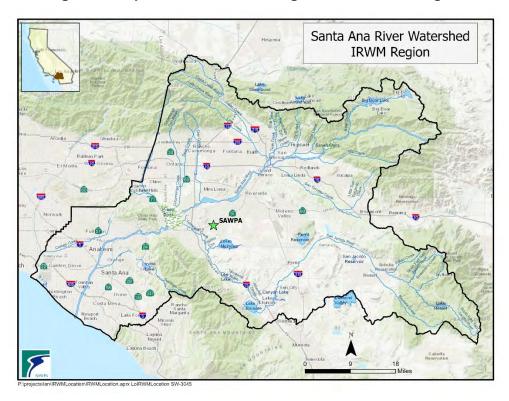


Figure 1: Map of Santa Ana Funding Area and IRWM Region

Proposition 1 allocated approximately \$50 million implementation grant funding to the Santa Ana Funding Area and IRWM Region through two rounds. The first round included \$21,091,428 and the second round includes \$29,058,572. The application for the second round is due on

February 1, 2023 to the DWR. SAWPA held a "Call for Projects" from January to June 2022 and received 26 applications for Proposition 1 Round 2. Ultimately 10 were selected for funding through this process.

It is important to note that SAWPA executed a cooperative agreement with the North Orange County IRWM group in 2019 that ensures they have access to a portion of the Proposition 1 Round 2 IRWM funding that can be distributed to Orange County-based projects. The administrator for that group is County of Orange Department of Public Works. Three projects were selected through their process and will also be included in the Proposition 1 Round 2 application to DWR bringing the total projects for the SAWPA application for DWR's Proposition 1 Round 2 to 13 projects

ABOUT SAWPA

SAWPA was formed in 1968 as a joint power authority under California law, and is composed of five member agencies: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District. SAWPA's office is located at 11615 Sterling Avenue, Riverside, CA 92503 and its website is www.sawpa.org.

SAWPA focuses on a broad range of water resource issues in its service area – the Santa Ana River Watershed. These include water supply reliability, water quality improvement, recycled water, wastewater treatment, groundwater management, brine disposal, and integrated regional planning.

SAWPA's stated mission is to develop and maintain regional plans, programs, and projects that will protect the Santa Ana River Watershed water resources to maximize beneficial uses within the watershed in an economically and environmentally responsible manner.

SCOPE OF WORK SUMMARY

This RFP is requesting proposals to complete the following overall scope of work:

Work on 13 projects to receive, review and compile Project Proponent's sections of the application to the Department of Water Resources for Proposition 1 Round 2 IRWM funding. Some of the projects are led by the same entity, so although there are 13 projects, there are 10 different agencies (i.e. "Project Proponents") for the Consultant to work with. The list of Project Proponents is provided in the table below. For the three North Orange County projects, the Consultant will work directly with the Project Proponents, although the Orange County Department of Public Works staff contact, who led their call for projects, will be involved to answer questions as necessary.

Per DWR requirements, there will be two "back up" projects that will require minimal information to be included in the grant application (identified in the table as projects "A" and "B"). This minimal information, which will be gathered and developed by SAWPA, includes a brief description of the project scope, the numeric benefits associated with the projects (i.e. acre-feet per year of water), high-level schedules, and high-level budgets. The project labeled "i" in the table, Grant Administration, will also be developed by SAWPA without assistance by the Consultant.

Table 1: Prop 1 Round 2 Projects

Project ID	Project Name	Project Proponent	Grant Award	Total Cost	
i	Grant Administration	Santa Ana Watershed Project Authority	\$1,352,929	\$1,352,929	
One Wat	er One Watershed – General Implementatio	n Projects			
1	Santa Ana River Watershed Weather Modification Pilot Project	Santa Ana Watershed Project Authority	\$861,400	\$1,722,800	
2	Etiwanda Intervalley Water Quality and Water Resiliency Project Phase-1A	Jurupa Community Services District	\$2,954,213	\$28,505,400	
3	Wellhead Nitrate Treatment for Wells 4 & 27	Monte Vista Water District*	\$2,533,492	\$6,950,000	
4	Cable Creek Basin (Upper)	San Bernardino County Flood Control District	\$2,521,678	\$20,000,000	
5	Phase 1 - Lake Elsinore Algae Harvesting and Nutrient Removal Project	Lake Elsinore and San Jacinto Watersheds Authority	\$1,500,000	\$3,000,000	
6	Lake Rialto Habitat Management and Community Open Space Project	Rialto, City*	\$2,149,748	\$8,000,000	
7	Well 2 Replacement	Monte Vista Water District*	\$2,006,311	\$8,675,000	
Α	City of Rialto Recycled Intertie (Back up project)	Inland Empire Utilities Agency	NA	\$53,000,000	
One Wat	er One Watershed – Disadvantaged Commu	unity Implementation Pr	ojects		
8	New Washington Well Project	Santa Ana, City*	\$3,394,743	\$7,387,555	
9	Water Quality: Lead Service Line Replacements in the Bloomington DAC	West Valley Water District	\$315,000	\$390,000	
10	Box Springs Mutual Water Company Well Improvement Project	California Rural Water Association	\$1,885,257	\$1,893,000	
В	Shamrock and Meridian Septic to Sewer Conversion Project (Back up project)	Rialto, City*	NA	\$3,143,400	
North Orange County IRWM Projects					
11	Orange County Regional PFAS Groundwater Treatment Program	Orange County Water District	\$4,200,000	\$11,100,000	
12	Santa Ana Zoo Stormwater Capture and Diversion Project	Santa Ana, City*	\$2,603,525	\$5,000,000	
13	Making Conservation an Orange County Way of Life	Municipal Water District of Orange County	\$780,275	\$2,783,200	
	Grand Totals cates Project Proponent with more than one pro		\$29,058,572	\$162,903,284	

^{*}Indicates Project Proponent with more than one project.

DETAILED SCOPE OF WORK

The Consultant will perform the following scope of work. These tasks and the descriptions will be included in the agreement (along with the Scope of Work Summary above) with the

Consultant and SAWPA. The Consultant will not work on projects "i", "A" and "B" identified in the table above.

Task 1 – Kick Off Meeting with SAWPA and Overall Project Management

Consultant will organize a virtual kick-off meeting with SAWPA staff to accomplish the following:

- Review Consultant plan to collect all tasks, including schedule.
- Develop a "data request" to collect all relevant documents germane to all projects.
- Agree to a schedule for Consultant and SAWPA staff to have virtual check-in meetings on application development.

Consultant will maintain regular communication with the SAWPA project manager and Project Proponents throughout the project and will provide responses within an efficient time frame.

Consultant will develop a methodology to inform SAWPA project manager of the progress being made throughout the development of the application including status reports of the individual Project Proponents.

Task 2 – Meetings with Project Proponents

Consultant will schedule a joint virtual meeting with all Project Proponents and SAWPA staff to outline the overall timeline for application development, including dates for the Project Proponents to prepare a complete draft and final application to the Consultant with enough time for editing, incorporating feedback, and final submittal; discuss roles, responsibilities and expectations; provide the Project Proponent with a detailed project tracking sheet that will outline each component of the application as it relates to needed information or that will be generated, and deadlines for each.

Soon after the joint virtual meeting, the Consultant will schedule individual virtual meetings with each of the Project Proponents. At each initial Project Proponent meeting, the Consultant will share a schedule a series of coordination meetings and identify a point person representing the Project Proponent for clear communication in between meetings to streamline the process and ensure that information is gathered in a timely manner and efficiently incorporated into the grant application.

Task 3 – Grant Application Compilation

Consultant will work with SAWPA and the Project Proponents to compile an application that will effectively demonstrate the need and importance of each project in achieving the Region's goals as laid out in SAWPA's OWOW Plan Update 2018 and in contributing to DWR's statewide priorities. Consultant will use a checklist to track all items needed from the Project Proponents. The draft and final application shall include all the necessary documentation and narratives that reflect the DWR Proposal Solicitation Package (PSP): https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/IRWM-Grants/Files/Prop-1-Implementation/Round-2/Accessible-Implementation-Grant-Proposal-Solicitation-Package-v2.pdf

Consultant will make sure that materials for each project are internally consistent, accurate, and articulated. Consultant will conduct the following items to submit a complete, comprehensive, and competitive application:

<u>Sub-task 3.1 Information Gathering.</u> Consultant will work closely with each Project Proponent to acquire all necessary project information, including a detailed budget, timeline, and scope of work. Consultant will synthesize information and data required to generate thorough, complete, and technically competent application material for each project individually and for the application as a whole.

<u>Sub-task 3.2 Application Compilation and Editing.</u> Consultant will synthesize and edit information and data required to generate thorough, complete, and technically competent application material for each project individually and for the application as a whole. This includes generating disadvantaged community, economically distressed area, and other attachments as required. Prior to submitting the application to SAWPA for review, the Consultant will format and edit the overall application, so it has a consistent structure.

<u>Sub-task 3.3 Application Finalization</u>. Once draft application package comments are received from SAWPA, Consultant will prepare a final application for submittal, verifying that the exact application specifications are met, including page limit, font size, format, file size, file naming convention, and inclusion of all required documents and certifications. Consultant will submit the final application through the DWR GRanTS database by January 30, 2023 using login information provided by SAWPA.

Task 4 – Grant Application Follow-Up

Consultant will stay in contact with SAWPA as needed during their application review. Consultant will be available to answer any questions and provide any necessary follow-up material that may be requested by DWR as well as stay abreast of any changes in the review and associated award timeline.

PROPOSAL REQUIREMENTS

Responses to this RFP must be made according to the requirements set forth in this section for content and sequence. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal. Responses to this RFP shall be prepared as concise as possible. The proposal should be no more than 20 pages long (on pages sized 8.5" by 11"), not including resumes. Each page should be numbered. Submittal of boilerplate marketing materials is discouraged.

All proposals must include the following information. When responding to this RFP, <u>number your responses</u> using the same numbering used below:

- 1. Name, telephone number, address of the proposer and signature of individual qualitied to submit a proposal on behalf of the business/organization and enter into an agreement with SAWPA. Suggested length is one page.
- 2. Background information about the proposer, including technical qualifications, size of their organization and licenses. Description of the proposer's business/organization; i.e., individual, partnership, joint venture, resource conservation district, etc., and background

information of any subcontractors to be used. Suggested length is approximately three pages.

- 3. Description of the proposer's experience in relation to this Project and any subcontractors to be used. Include a list of similar services and project descriptions undertaken by the proposer (including experience of personnel dedicated to the project), with beginning and ending dates, name, address, phone number, and e-mail address of a contact person to act as a reference for the projects. Suggested length is approximately three to four pages
- 4. Organizational chart showing proposed management and project team, including any subcontractors to be used. Also include the names and qualifications of the individuals who make up the management and project team. Suggested length three to four pages.
- 5. Detailed schedule with interim deadlines. Schedule should reflect the deadlines shown in Appendix 1. Suggested length is one to two pages.
- 6. Complete the Fee Proposal utilizing **Appendix 2**. Also include a narrative to explain the proposer's fee proposal. Suggested length of narrative is one to two pages.
- 7. Proposers shall thoroughly review the contents of this RFP's Scope of Work Summary and Detailed Scope of Work sections and shall submit any proposed exceptions.
- 8. Proposers shall thoroughly review SAWPA's standard contract documents shown in **Appendix 3** and shall submit any proposed exceptions to the documents.

SUBMITTAL LOGISTICS AND QUESTIONS

Submit proposals as a single response file through the Planet Bids website: https://pbsystem.planetbids.com/portal/52676/portal-home. Hard copies will not be reviewed.

All proposals must be received by 12:00 p.m. PST on September 22, 2022. Proposals received after the stated time will not be considered.

If additional information is needed, use the Planet Bids Q&A system to pose questions to SAWPA staff. Questions may be submitted at any time until 12:00 p.m. PST on September 20, 2022. Responses will be posted to Planet Bids and updated in a timely manner to address all questions received by the September 20th deadline.

GENERAL CONTRACT TERMS

The SAWPA contract period will be from October 4, 2022 to October 31, 2023.

The individual tasks and the descriptions from the Detailed Scope of Work will be included in the contract with the selected consultant and SAWPA. The Scope of Work Summary will also be included in the contracts.

The SAWPA contract includes the agency's standard general services agreement (GSA) it utilizes for its consultant contracts. The scope of work will be incorporated in a task order document with the consultant. The GSA and task order (shown in **Appendix 3**) as well as any potential change orders comprise the overall SAWPA contract with the consultant.

RFP AND PROPOSAL SCHEDULE

RFP Published	August 30, 2022
Question Deadline	September 20, 2022 at 12:00 PM PST
RFP Responses Due	September 22, 2022 at 12:00 PM PST
Possible Interviews for Top Responders	September 27 and/or 28, 2022
SAWPA Commission Approval	October 4, 2022 at 9:30 AM PST
Kick-Off Meeting	October 5 or October 6, 2022

EVALUATION CRITERIA

Evaluation of qualifications will be conducted using the following criteria:

- A. Responsiveness and attention-to-detail reflected in RFP response,
- B. Experience and qualifications of the assigned team of individuals, and
- C. Appropriateness of proposed fees in relation to the anticipated value and quality of services to be provided.

SAWPA reserves the sole right to evaluate and select the successful proposal.

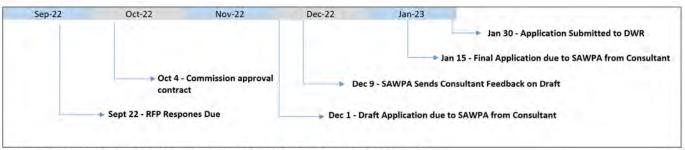
The selection process may include an interview as shown in the schedule above.

GENERAL REQUIREMENTS

- All proposers are hereby advised that this RFP is an informal solicitation and is not a
 commitment or offer to enter into an agreement or engage into any competitive bidding or
 negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA reserves the right
 to negotiate with any qualified source. SAWPA reserves the right to reject any or all
 proposals for any reason or for no reason at all.
- 2. SAWPA reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
- 3. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.

- 4. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP.
- 5. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.
- 6. SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available on Planet Bids. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
- 7. The selected proposal submitted in response to this RFP will become the exclusive property of SAWPA. At such time as SAWPA's recommendation to the SAWPA Commission relative to proposal selection appears on the SAWPA Commission agendas, all proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary" in the RFP response from the proposer. SAWPA shall not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof if disclosure is required under the Public Records Act.
- 8. SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.

Appendix 1: Schedule



Note: Schedule ends on October 31, 2023 in order to include time for Task 4 "Grant Application Follow-Up".

Appendix 2: Fee Proposal

Task	Task Name	Total Budget Proposal (Labor & Materials)	Associated Labor Hours	Associated Material Expenses*
1	Kick Off Meeting with SAWPA and			
	Overall Project Management			
2	Meetings with Project Proponents			
3	Grant Application Compilation			
4	Grant Application Follow-Up			
	Totals			

^{*}If any non-labor costs are necessary, please reflect those costs in this column by task as well as a total in the bottom row. Describe material costs (by task) as part of the budget narrative description. Note that any non-labor costs should also be reflected in the Total Budget Proposal column.

Appendix 3: Standard Contract Documents

Task Order and General Services Agreement (GSA)



SANTA ANA WATERSHED PROJECT AUTHORITY TASK ORDER NO. ____

CONSULTANT:		[Name] [Address]			VENDOR NO.:XXX			
COST:		\$xxxx						
	PAYMENT:	Upon Receipt of Proper						
	REQUESTED BY:	[Manager], [Title]			[Date]			
1	FINANCE:	Karen Williams, Deputy	GM/CFO	 Date				
FINANCING SOURCE:		E: Acct. Coding Acct. Description	XX n XX					
	COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES () NO () Authorization: [Date]; CM#2022.xx							
	Authority (SAWPA) a	ued upon approval and d (Consult Consultant, entered into	ant) pursuant	t to the Ag				
I.	. PROJECT NAME OR DESCRIPTION Grant Application Support for Integrated Regional Water Management Program							
II.	SCOPE OF WORK / TASKS TO BE PERFORMED See RFP							
III.	PERFORMANCE TIME FRAME Consultant shall begin work [date] and shall complete performance of such services by October 31, 2023.							
IV.	SAWPA LIAISON Ian Achimore shall serve as liaison between SAWPA and Consultant							
V.	COMPENSATION For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive not-to-exceed sum of \$ Each invoice from the Consultant shall be provided SAWPA within 15 days after the end of the calendar year's quarter in which the services of performed. The Consultant's invoice will bill for dedicated landscape meter customers performed attached [Appendix 2 in RFP].				t shall be provided to hich the services were			

VI. CONTRACT DOCUMENTS PRECEDENCE

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

- A. The Agreement for Services by Independent Consultant.
- B. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- C. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- D. Fee tables.
- E. Specifications incorporated by reference.
- F. Drawings incorporated by reference.

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

SANTA ANA WATERSHED PROJECT AUTHORITY					
Jeffery J. Mosher, General Manager	Date				
[CONSULTANTS NAME]					
(Signature)	Date	Print/Type Name and Title			



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

This Agreement is made this _	day of _	, 20	by a	and betwee	n the Santa	Ana Wa	atershed	Project
Authority ("SAWPA") located	at 11615	Sterling	Ave.,	Riverside,	California,	92503	and	
("Consultant") whose address i	s							

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

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

ARTICLE II

SERVICES TO BE PERFORMED

- **2.01** Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.
- **2.02** Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

- **3.01** In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.
- **3.02** Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.
- **3.03** Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

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

ARTICLE IV CONSULTANT OBLIGATIONS

- **4.01** Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.
- **4.02** Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.
- **4.03** Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA.
- **4.04** Insurance Coverage: Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or sub-contractors.
- **4.04(a) Coverage -** Coverage shall be at least as broad as the following:
 - 1. Commercial General Liability (CGL) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 - Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - **4. Professional Liability** (Also known as Errors & Omission) Insurance appropriates to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - 5. Cyber Liability Insurance (Technology Professional Liability Errors and Omissions) If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,

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

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

4.04(b) If Claims Made Policies:

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

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

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

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

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

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

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

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

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- **4.04(i) Subcontractors** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA, its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.
- **4.05** Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.
- **4.06** In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.
- **4.07** In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.
- **4.08** Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages, if required by law.

ARTICLE V SAWPA OBLIGATIONS

- **5.01** SAWPA shall:
 - **5.01a** Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession:
 - **5.01b** Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

- **6.01** During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.
- **6.02** In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.
- **6.03** Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

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

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

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

ARTICLE VIII

TERMINATION OF AGREEMENT

- **8.01** In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.
- **8.02** Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.
- **8.03** In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX CONSULTANT STATUS

- **9.01** Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.
- **9.02** Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XI MISCELLANEOUS PROVISIONS

- **11.01** This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- **11.02** Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- **11.03** In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.
- **11.04** Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.
- **11.05** SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.
- **11.06** Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.
- 11.07 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the

non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- **11.08** Contractor's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.
- **11.09** This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

SANTA ANA WATERSHED PROJECT AUTHORITY					
Jeffrey J. Mosher, General Manager	Date				
(CONSULTANT NAME)					
(Signature)	 Date	Typed/Printed Name			



PROPOSAL

GRANT APPLICATION SUPPORT FOR INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM

SANTA ANA WATERSHED PROJECT AUTHORITY

SEPTEMBER 22, 2022



1 Cover Letter

September 22, 2022

Sara Villa Santa Ana Watershed Project Authority 11615 Sterling Avenue Riverside, California 92503

Subject: Grant Application Support for Integrated Regional Water Management Program

Dear Ms. Villa,

Dudek is pleased to submit this proposal to the Santa Ana Watershed Project Authority (SAWPA) for Grant Application Support for the Integrated Regional Water Management (IRWM) Program. Dudek has been honored to work with SAWPA over many years on various engineering projects; updates to the One Water, One Watershed; and preparing a successfully awarded Proposition (Prop) 1, Round 1 Grant Application.

Securing grants and loans is vital to accomplishing significant project work. Our skilled grant team helps cities, counties, districts, and non-governmental organizations identify appropriate grant/loan sources, define well-rounded projects, and develop comprehensive and competitive grant applications to successfully obtain funding.

DUDEK MAIN CONTACT

- Jane Gray, Project Manager
- 805.308.8531
- jgray@dudek.com
- 621 Chapala Street Santa Barbara, California 93101

Wring to Win. Our grant-writing experts assist you in identifying appropriate grant opportunities for your projects. Using a targeted approach, we analyze project objectives, match goals to opportunities, and employ a "writing-to-win" approach. We understand that successful grant funding consists of two-thirds planning and one-third writing. Our team assists with fund disbursement and reporting compliance, allowing you to focus on project implementation while we complete administrative tasks.

Gaining Consensus. We help build support for projects by obtaining endorsement letters from agencies and establishing partnerships with local, state, and federal agencies, as well as private entities and non-governmental organizations. Our grant team is skilled in holding public and stakeholder workshops for consensus-building, capacity-building, as well as robust decision-making workshops for project ranking and selection.

Sincerely,

Joseph Monaco

President/CEO

Jane Gray (

Project Manager

Joseph Monaco is authorized to sign on behalf of Dudek.

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APPENDIX

A Team Resumes

2 Firm Profile

The Dudek Advantage

Dudek was founded in 1980 in Encinitas, California, as a small civil engineering consulting practice working for municipal wastewater agencies and private land developers in San Diego County. The firm steadily grew its civil engineering practice through the 1980s, serving clients throughout Southern California. In 1990, Dudek started an environmental practice in response to expanding state and federal environmental regulations. In 2004, Dudek founded our wholly owned construction subsidiary, Habitat Restoration Sciences, Inc., that branches from the restoration design practice. Primarily through organic growth and limited acquisitions of small firms, Dudek has continued to extend our service offerings outside of California by opening offices in Oregon, Hawai'i, Virginia, Colorado, and Florida.

Dudek started an employee stock ownership plan (ESOP) in the early 2000s and has regularly funded the ESOP from profits. The result of this continuous commitment to employee ownership culminated with Dudek transitioning to a wholly owned ESOP in 2021. As the firm has grown and evolved, the ESOP has become a defining tool in driving employee engagement by promoting an ownership culture, enhancing employee retirement planning, and bolstering employee retention.

DUDEK AT A GLANCE

- Multidisciplinary environmental and engineering services
- Founded in 1980
- 17 offices
- 700+ employees
- 100% employee-owned
- Silver medal in sustainability achievement (EcoVadis, 2021)
- Top 105 U.S. Environmental Firms (Engineering News-Record, 2022)
- Top California Design Firm, No. 53 (Engineering News-Record, 2022)
- Top 50 Trenchless
 Design Firm (Trenchless
 Technology, 2021)

The firm maintains an organizational structure that empowers project managers to be decision-makers and entrepreneurs. Internal administrative processes are kept to a minimum, limiting internal bureaucracy and enabling project managers to be flexible and responsive to client needs.

Dudek celebrated its 40th anniversary in March 2020. The firm now serves clients in the energy, transportation, municipal, education, and healthcare sectors; consists of 15 major practices; employs over 700 employees in 17 offices across the nation; and has projects spanning over 40 states. Joseph Monaco serves as president and CEO.

GRANT ADMINISTRATION

Dudek understands that grants are an integral part of funding infrastructure and programs in California. Our team has experience and expertise in the development of locally relevant, technically competent, and competitive grant applications for the successful award of monies. We are versed in the various grant programs at the state and federal level, and we work with our clients to strategize in advance of the release of grant solicitations so that projects are ready and competitive. We also work with jurisdictions to be responsive and competitive regarding unexpected grant opportunities. We support our clients in the management of grants, which is important to build a solid and successful record of accomplishment, implementation, and responsible grant administration.



Qualifications

The Dudek team is in an ideal position to provide the Santa Ana Watershed Project Authority (SAWPA) with grant writing services for the completion of the Round 1 Implementation Grant Application under the California Department of Water Resources (DWR) Integrated Regional Water Management (IRWM) Program's Proposition (Prop) 1 Grant Funding for SAWPA. We are a firm with a depth and breadth of abilities, affording us the benefit of having all services under one roof. We do not require any subconsultants for this contract. We are well positioned to support SAWPA owing to our grant writing expertise as well as our extensive experience applying for, securing, and administering funding for agencies and municipalities; understanding of water resources, hydrology issues, and stakeholder challenges; and knowledge of local, state, and federal water programs.

Dudek's Project Manager, Ms. Jane Gray, has 25 years' project management experience and will serve as the SAWPA main point of contact and project manager for this project. She has extensive knowledge of bond laws, grant funding guidelines, and regulations. During her many years successfully writing and managing grants, she has cultivated strong relationships with agencies administering grants at the federal, state, and local levels.

Our team has proven expertise in providing a full range of grant administration services, including negotiating favorable grant terms and/or extensions, coordinating with Project Proponents to submit materials necessary for successful grant reimbursement, and developing templates and forms specific to each project and grant program to meet contract terms in a timely manner.

Subcontractors

Dudek does not anticipate the use of subcontractors under this contract. However, Dudek maintains a strong working relationship with many local subcontractors and is open to teaming with other consultants as required or requested by SAWPA.

3 Experience

Dudek has extensive experience in completing complex IRWM funding applications for various clients throughout Southern, Central, and Northern California, including for municipalities, agencies, and water districts. Our grant writing and management team is specialized in water resource funding opportunities, including large-scale projects, regional programs, and disadvantaged community projects. Our team has been involved in the IRWM program for the past 20 years and has completed applications for multiple funding rounds for Props 50, 84, and 1. The following is a representative sample of successful projects completed by Dudek in the past five years that demonstrate our ability to perform the work described in the Request for Information.

Grant Writing for IRWM Round 1 Implementation of Prop 1, SAWPA

Name: Mark Norton

Address: 11615 Sterling Avenue, Riverside, California 92503

Phone: 951.354.4220 Email: mnorton@sawpa.org

Provided coordination and grant writing for 11 regional projects in the North Orange County and SAWPA IRWM regions. The application was submitted to DWR in November 2019 and was awarded in full in April 2020.

Grant Writing for IRWM Round 1 Implementation of Prop 1, Monterey Peninsula Watershed Management District

Name: Maureen Hamilton

Address: P.O. Box 85, Monterey, California 93942

Phone: 831.658.5600

Email: mhamilton@mpwmd.net

Provided coordination and technical grant writing for four (4) regional projects in the Monterey Peninsula IRWM region. The application was submitted to DWR in December 2019 and was awarded in full in May 2020.

Grant Writing for IRWM Round 1 Implementation of Prop 1, Santa Barbara County IRWM Region

Name: Fray Crease

Address: 130 E. Victoria Street, Suite 200, Santa Barbara, California 93101

Phone: 805.568.2022 Email: fcrease@cosbpw.net

Provided coordination and technical grant writing for three (3) regional projects in the Santa Barbara County IRWM region. The application was submitted to DWR in December 2019 and was awarded in full in April 2020.



Grant Writing for IRWM Round 2 Implementation of Prop 1, Santa Barbara County IRWM Region, Santa Barbara County, California.

Name: Fray Crease

Address: 130 E. Victoria Street, Suite 200, Santa Barbara, California 93101

Phone: 805.568.2022 Email: fcrease@cosbpw.net

Provided coordination and technical grant writing for four (4) regional projects in the Santa Barbara County IRWM region. The application was submitted to DWR in August 2022 and the region is awaiting a decision on the application.

Grant Writing for the Santa Ynez Band of Chumash Indians

Name: Jeff Hodge

Address: P.O. Box 667, Santa Ynez, California 93460

Phone: 805.688.3008 Email: jhodge@sycsd.com

Provided technical assistance, overall coordination, and grant writing services for the development and submittal of an application for update of the Tribe's recycled water plant. The grant was successfully awarded.

Table 1. Recent Grant Funding Awards

Grant	Granting Agency	Grantee	Amount Requested/Awarded
Hazard Mitigation Grant Program	CalOES/FEMA	San Mateo County	Requested: \$1,200.000 Awarded:\$1,200.000, September 2022
Round 1–Sustainable Groundwater Management Grant (Prop 68)	DWR	Borrego Water District	Requested: \$6,173,833 Awarded: \$6,173,833, May 2022
Environmental Justice Small Grants Award	CalEPA	Creeks Land Conservation	Requested: \$49,971 Awarded: \$49,971, February 2022
Local Action Planning Grant	HCD	San Mateo County, Department of Planning and Building	Requested: \$300,000 Awarded: \$300,000, September 2020
Round 1–Prop 1 IRWM Funding through DWR	DWR	Santa Ana Watershed Project Authority	Requested: \$21,091,428 Awarded: \$21,091,428, August 2020
Round 1–Prop 1 IRWM Funding through DWR	DWR	Monterey Peninsula Water Management District	Requested: \$2,317,040 Awarded: \$2,317,040, August 2020
Round 1–Prop 1 IRWM Funding through DWR	DWR	Santa Barbara County Water Agency	Requested: \$3,331,045 Awarded: \$3,331,045, August 2020
CalEPA Environmental Justice Small Grants	CalEPA	Conservation Corps of Long Beach and Long Beach Water Department	Requested: \$49,985 Awarded: \$49,985, June 2020

Table 1. Recent Grant Funding Awards

Grant	Granting Agency	Grantee	Amount Requested/Awarded
Sustainable Groundwater Management Program Grant Program, Round 3	DWR	Montecito Groundwater Sustainability Agency	Requested: \$1,627,205 Awarded: \$1,627,205, March 2020
Sustainable Groundwater Management Program Grant Program, Round 3	DWR	Carpinteria Valley Water District	Requested: \$1,942,900 Awarded: \$1,942,900, March 2020
Water Infrastructure Finance and Innovation Act (Loan)	U.S. EPA	Coachella Valley Water District	Requested: \$59,000,000 Awarded: \$59,000,000, February 2020
Senate Bill 2 Planning Grants	HCD	San Mateo County, Department of Planning and Building	Requested: \$300,000 Awarded: \$300,000, November 2019
State Coastal Conservancy Local Coastal Program Grant-Round 6	State Coastal Conservancy	City of Pismo Beach	Requested: \$170,000 Awarded: \$170,000, October 2019
Recreational Trails and Greenways Grant	California Natural Resources Agency	San Mateo County, Department of Parks	Requested: \$4,000,000 Awarded: \$4,000,000, October 2019
Sustainable Transportation Planning Grant	Caltrans	San Mateo County, Department of Parks	Requested: \$319,300 Awarded: \$319,300, October 2019
Climate Ready Grant, Round 6 State Coastal Conservancy	California State Coastal Conservancy	Long Beach Water Department	Requested: \$236,388 Awarded: \$236,388, August 2019
Local and Regional Planning Project Grant Application – Department of Conservation	California Department of Conservation	San Mateo County, Office of Sustainability	Requested: \$199,661 Awarded: \$199,661, June 2019
Pre-Disaster Mitigation Grant	CalOES/FEMA	San Mateo County, Office of Sustainability	Requested: \$3,272,090 Awarded: \$3,272,090, December 2018
State Water Resources Control Board Prop 1 Water Recycling Funding Program	State Water Resources Control Board	Long Beach Water Department	Requested: \$75,000 Awarded: \$75,000, August 2018
DWR Statewide Flood Emergency Response Program	DWR	San Mateo County, Department of Public Works	Requested: \$678,689 Awarded: \$678,689, June 2018
DWR Statewide Flood Emergency Response Program	DWR	Alameda County, Department of Public Works	Requested: \$549,000 Awarded: \$549,000, June 2018
DWR-Disadvantaged Community Involvement Grant-IRWM Funding	DWR	Santa Barbara County Water Agency	Requested: \$865,203 Awarded: \$865,203, April 2018



Table 1. Recent Grant Funding Awards

Grant	Granting Agency	Grantee	Amount Requested/Awarded
Caltrans-Adaptation Planning-Climate Vulnerability and Mainstreaming Resilience Planning	Caltrans	San Mateo County	Requested: \$649,500 Awarded: \$649,500, December 2017

Notes: Prop = Proposition; IRWM = Integrated Regional Water Management DWR = Department of Water Resources; CalEPA = California Environmental Protection Agency; CalOES/FEMA = California Office of Emergency Services/Federal Emergency Management Agency; HCD = California Department of Housing and Community Development; U.S. EPA = United States Environmental Protection Agency; Caltrans = California Department of Transportation.

4 The Dudek Team

Table 2 presents an organizational chart of the involved team. Focused resumes are provided in Appendix A.

Table 2. Organizational Chart



Jane Gray

Project Manager

Jane Gray is a regional planner, environmental specialist, and project manager with 23 years' project management and environmental planning experience, specializing in water/wastewater planning and permitting, agricultural resource and policy planning, policy analysis, land use planning, project development and entitlement services, and grant writing and management. Ms. Gray has a diverse and nuanced planning background, having worked as a project manager, analyst, and environmental planner for non-governmental entities, public agencies, and private firms and corporations. She has been responsible for projects varying from small-scale development and infrastructure planning in developing economies to private residential and commercial developments throughout California.

Ms. Gray brings an effective and customized approach to efficiently deliver services. Her ability to skillfully negotiate the often-disparate interests involved in projects and bring about consensus is an asset in any situation. Ms. Gray has organizational expertise, technical aptitude, planning proficiency, and competency facilitating projects through contentious issues and fractious communities.

Education

Universität Dortmund, Germany MS, Regional Planning and Management State University of New York, Buffalo BS, Social Work

Professional Affiliations

Chair, Central Coast Regional Water Quality Control Board 2nd District Appointee to the County Agricultural Advisory Committee



Relevant Project Experience

Disadvantaged Community and Tribal Involvement Grant for the Santa Barbara County IRWM, Santa Barbara, California. Provided outreach to Tribal, rural, and disadvantaged communities (DACs) for project development technical assistance, overall coordination, and grant writing services for DAC and Tribal Involvement application for DWR IRWM Funding. Providing ongoing project implementation support and coordination and discussion on subsequent grant opportunities and support.

Grant Writing for Round 3 of the Sustainable Groundwater Management Grant Program, Montecito Groundwater Basin Groundwater Sustainability Agency, Montecito, California. Provided technical assistance, overall coordination, and grant writing services for the development and submittal of a Round 3 application for the agency's Groundwater Sustainability Plan (GSP) and associated projects to support the GSP. The application was submitted to DWR in early November, and awarded in early 2020.

Grant Writing for Round 3 of the Sustainable Groundwater Management Grant Program, Carpinteria Valley Water District, Carpinteria, California. Provided technical assistance, overall coordination, and grant writing services for the development and submittal of a Round 3 application for the GSP for the Carpinteria Valley Water District, which is forming a Groundwater Sustainability Agency. The application was submitted to DWR in early November, and grant awarded in early 2020.

Madelyn Murray

Environmental Planner

Madelyn Murray is an environmental planner with 4 years' experience in environmental research, grant writing, and regional planning support. Ms. Murray specializes in supporting underserved communities, outreach and engagement, and climate resiliency. As demonstrated in her work, Ms. Murray understands the nuances of connecting with and gathering feedback from diverse populations whose needs often vary. Ms. Murray provides her expertise and diligent support on numerous grant applications and plan updates. She has also assisted on a wide variety of community outreach and

Education

University of California, Santa Barbara BA, Environmental Studies (Ecology emphasis)

engagement efforts. Her multidisciplinary background in ecology, sustainability, and outreach coupled with her passion for environmental justice allow her to make critical decisions on each project's impact to the community and environment.

Relevant Project Experience

Communication and Engagement for Integrated Wildfire Safety Program, County of Los Angeles, California. Developed a tailored Communication and Engagement Plan to guide the County of Los Angeles in outreach efforts. Additional support included creating informational surveys, outlining schedules and agendas, and providing guidance on workshops.

Transformative Climate Communities Implementation Grant Support and Community Engagement, City of Indio, California. Supported the City of Indio as an extension of staff for the preparation of the Sustainable Growth Council's Transformative Climate Communities (TCC) Implementation Grant. Managed and executed ongoing outreach and community engagement, which were significant components of the TCC Implementation Grant process. Additional support included preparing grant materials, project scoping, decision-making guidance, and various communication efforts.



Grant Writing for U.S. Bureau of Reclamation Environmental Water Resources Program Grant, Southern California Edison, California. Advised Southern California Edison on grant opportunities and assisted in gathering materials, writing, and developing a complete grant application.

Hanna Dodd

Project Engineer

Hanna Dodd is a project engineer with 9 years' experience focused on water and wastewater infrastructure, including water and wastewater treatment and facilities design analyses, and infrastructure planning and funding. Ms. Dodd's expertise includes novel water treatment techniques, with a particular emphasis on mechanical systems, energy usage and reduction assessments, and removal of pathogens.

Relevant Project Experience

State Revolving Fund Application, San Elijo Joint Powers Authority, Encinitas, California. Served as project engineer and assisted the San Elijo Joint Powers Authority with a California State Revolving Fund loan application for the expansion of a recycled water pipeline system and the purchase of more advanced water treatment equipment for more reliable recycled water production at a wastewater treatment facility.

Education

Stanford University
MS, Civil and
Environmental
Engineering
California Institute of
Technology
BS, Mechanical
Engineering

License/Certifications
PE, CA No. 88525

Professional Affiliations

WateReuse Women in Water

Update to District Standards, Moulton Niguel Water District, Laguna Niguel,

California. Served as project engineer and updated and enhanced the Moulton Niguel Water District's master technical specification and standard details. The project has been completed, and Dudek continues to support annual minor updates and modifications to the specifications and details.

Citywide Sewer Rehab (Phase 2), City of Encinitas, California. Served as project engineer for the second phase of sewer improvement projects identified in the Encinitas 2015 Sewer Master Plan. Led a team of CCTV reviewers and finalized rehabilitation and replacement recommendations. The project included design of primarily cured-in-place lining for rehabilitation, along with open trench pipeline replacements. Successfully completed the majority of recommended improvement projects from the 2015 Sewer Master Plan.

Laurel Porter, ELS

Technical Editor

Laurel Porter is a board-certified technical editor with 37 years' editorial experience. Ms. Porter has worked on a variety of environmental documents, including environmental impact reports (EIRs), resource management plans, multiple species habitat conservation plans (MSHCPs), biological technical reports (BTRs), initial studies/mitigated negative declarations, and other California Environmental Quality Act (CEQA) documents.

Ms. Porter specializes in editing large, complex, technical documents for private and government clients. She has participated in and led editorial and writing teams remotely, using online meeting applications, shared status sheets, and conference calls to coordinate team efforts. Ms. Porter's primary goal on any project is ensuring that the client's message comes across clearly, directly, and on time, with a keen focus on achieving a cohesive, accessible style and meeting agency and client requirements.

Education

University of California, Irvine BA, Music

Certifications

Board of Editors in the Life Sciences certification (ELS), 2016 University of California, San Diego Copyediting Certificate, 2009)

Relevant Project Experience

One Water, One Watershed Plan Update 2018, SAWPA, Riverside, California. Serving as lead editor for this Integrated Regional Watershed Management Plan update, including planning and coordinating online publication of the update. Interfacing with the web developer and Dudek's in-house graphics and publications team to plan a user-friendly document that is fully compliant with the latest IRWM Grant Program Guidelines and IRWM Plan Standards.

BTRs and Biological Resources EIR Sections under the Newhall Ranch Resource Management and Development Plan, The Newhall Land and Farming Company, Los Angeles County, California. Serving as lead editor responsible for editorial review, coordination of production, and quality control for environmental documents for a suite of large-scale development projects on Newhall Ranch. Tasked with coordinating with prime contractor Eyestone Environmental for the Biological Resources EIR sections, adjusting Dudek's documents to follow their unique style requirements. Projects are part of a planned community proposed by The Newhall Land and Farming Company (Newhall Land), now a wholly owned subsidiary of FivePoint. Dudek is providing environmental services for the proposed planned community and has guided Newhall Land through the County of Los Angeles environmental planning process, helping them to meet the CEQA requirements for implementing a suite of large-scale development projects on Newhall Ranch. Newhall Ranch is one of only two known areas where the special-status San Fernando Valley spineflower (*Chorizanthe parryi* ssp. *fernandina*) occurs. Dudek has designed a spineflower introduction plan specific to the Newhall Ranch area that helped prompt the U.S. Fish and Wildlife Service (USFWS) to withdraw its 2016 proposal to list the spineflower as threated under the Endangered Species Act. Consequently, the permitting for this development project is now continuing.

Spineflower Introduction Plan, Newhall Land, Los Angeles County, California. Served as lead editor for this plan to introduce and preserve the San Fernando Valley spineflower on Newhall Ranch, which is one of only two known areas where the spineflower occurs. The spineflower is a California and federal species of concern, with a California Rare Plant Rank of 1.B.1. Once believed extinct, the spineflower was rediscovered in 1999 on the Ahmanson Ranch property and on the Newhall Ranch property. Dudek has crafted an interconnected system of spineflower preserves, nonnative and invasive species control measures, and reseeding via a dedicated spineflower introduction plan specific to the Newhall Ranch area, which led to Newhall Land's collaboration with USFWS on a Candidate Conservation Agreement for introduction of the spineflower in 2017.

5 Schedule

Task	Start Date	End Date	Duration (Days)
Overall Project Management	10/5/2022	3/31/2023	177
Kickoff Meeting	10/5/2022	10/6/2022	2
Meeting with all the Project Proponents	10/7/2022	10/28/2022	21
Grant Application Compilation	10/31/2022	1/30/2023	91
Draft Application to SAWPA	10/31/2022	12/1/2022	31
SAWPA sends Dudek Feedback on Application	12/1/2022	12/9/2022	8
Final Application due to SAWPA	12/9/2022	1/15/2023	37
Final Application to DWR	1/23/2023	1/30/2023	7
Follow Up with DWR	1/31/2023	3/31/2023	59

6 Appendix 2: Cost

Table 3. Fee Proposal

Task	Task Name	Total Budget Proposal (Labor and Materials)	Associated Labor Hours	Associated Material Expenses*
1	Kickoff Meeting with SAWPA and Overall Project Management	\$8,980	40	-
2	Meetings with Project Proponents	\$24,750	150	\$1,000
3	Grant Application Compilation	\$44,800	280	\$200
4	Grant Application Follow Up	\$2,300	10	_
	Totals	\$80,830	480	\$1,200

^{*} If any non-labor costs are necessary, please reflect those costs in this column by task as well as a total in the bottom row. Describe material costs (by task) as part of the budget narrative description. Note that any non-labor costs should also be reflected in the Total Budget Proposal column.

7 Scope of Work Summary and Detailed Exceptions

Dudek understands that IRWM and IRWM Grants occupy a unique space within the planning and funding universe. IRWM Plans are time- and energy-intensive endeavors, and grant applications are large undertakings that represent a culmination of extensive project development processes involving many stakeholders and public input. Moreover, as IRWM projects implement the IRWM Plan, a successful application must effectively convey the importance of projects to the region's goals as well as the DWR statewide goals.

Based on the Request for Proposals, we understand that SAWPA requires a consultant to work on 13 projects to receive, review, and compile Project Proponent's sections of the application to DWR for Prop 1 Round 2 IRWM funding. There are 13 projects and 10 different agencies, with some projects led by the same entity, and we understand that there is a need for direct coordination and communication with SAWPA and the Project Proponents, including the three North Orange County projects, in addition to the Department of Public Works staff contact.

Additionally, per DWR requirements, Dudek understands there will be two "back up" projects that will require minimal information. These projects will be included in the grant application as Project A and Project B, and the minimal information required will be gathered and developed by SAWPA, which includes a brief description of the project scope, the numeric benefits associated with the projects (i.e., acre-feet per year of water), high-level schedules, and high-level budgets.

Scope of Work

Task 1 Kickoff Meeting with SAWPA and Overall Project Management

Our team will work directly with SAWPA staff and Project Proponents during the generation and submittal of the grant application. Once we have received a Notice to Proceed, Dudek will organize a kickoff meeting with SAWPA staff to accomplish the following:

- Review Dudek's plan to assemble all materials and collect all tasks, including the schedule
- Develop a "data request" or a "request for information" that outlines the materials required from SAWPA and the Project Proponents and all documents germane to all projects and needed for a cogent and complete application
- Agree to a schedule for SAWPA and Dudek to have virtual check -in meetings on the application development

Dudek's Project Manager Jane Gray will maintain regular communication with the SAWPA project manager and Project Proponents throughout the project, and she will provide responses within 24 hours. Additionally, all involved Project Proponents will be able to reach Dudek team members by office or cell phone or an email at any time. Ms. Gray will use a schedule-tracking tool to track important milestones and will email a monthly progress report and invoice to the SAWPA project manager. This monthly progress report will include a list of tasks completed during the past month, anticipated tasks during the coming month, a summary of and update on the project schedule, and any outstanding scope of work issues.



Task 2 Meetings with all Project Proponents

Dudek will schedule meetings with each of the Project Proponents to accomplish the following:

- Outline the overall timeline for application development, including dates for Dudek to submit a complete
 draft and final application to the Project Proponent with enough time for editing, incorporating feedback,
 and final submittal
- Discuss roles, responsibilities, and expectations
- Provide the Project Proponent with a detailed project tracking sheet that will outline each component of the application as it relates to needed information or that will be generated, and deadlines for each.

At each initial Project Proponent meeting, the team will schedule a series of team meetings and identify a point person or team for clear communication in between meetings to streamline the process and ensure that information is gathered in a timely manner and efficiently incorporated into the grant application. Dudek will request full agreement for Project Proponents on the roles, responsibilities, and timeline prior to closing the meetings.

Task 3 Grant Application Compilation

Dudek will work with SAWPA and the Project Proponents to generate an application that will effectively demonstrate the need for and importance of each project in achieving the Region's goals as laid out in the SAWPA One Water, One Watershed Plan and in contributing to the DWR statewide priorities. Dudek understands that clearly articulating the nexus between individual project components and larger regional and statewide priorities is critical to producing a highly competitive application. Dudek will make sure that materials for each project are internally consistent, accurate, and articulated to maximize scoring. Dudek will complete the following tasks to submit a complete, comprehensive, and competitive application.

Dudek will schedule a joint virtual meeting with all Project Proponents and SAWPA staff to outline the overall timeline for application development, including dates for the Project Proponents to prepare a complete draft and final application to Dudek with enough time for editing, incorporating feedback, and final submittal. Dudek, SAWPA, and the Project Proponents will discuss roles, responsibilities, and expectations. Dudek will prepare a Project Tracking Sheet for each Project Proponent. The grant tracking sheet serves as a tool to ensure that there is accountability throughout the preparation of the grant application and will establish an overall timeline and critical path, will assign a staff members lead on parts of the application, include interim and final deadline, and will be updated before each subsequent check-in meeting with each Project Proponent.

Task 3.1 Information Gathering

Dudek will work closely with each Project Proponent to acquire all necessary project information, including a detailed budget, timeline, and scope of work. The timeline for acquiring this information is discussed above. Dudek will update the project tracking sheet provided to each Project Proponent throughout this process to make certain that all materials are received in an effective and timely manner and include all the requisite information and detail.

Task 3.2 Grant Generation and Editing

Dudek will synthesize information and data required to generate thorough, complete, and technically competent application material for each project individually and for the application as a whole. Dudek will assist as needed with all required components and approvals, including generating disadvantaged community, economically distressed area, and tribe attachments as required. With a full staff of technical experts, Dudek has a deep understanding and knowledge of what it takes to secure grants and can supplement with additional services and expertise, as needed.



Our grant experts will prepare a draft application package, including all materials and attachments for each project. In addition to ensuring accuracy and internal consistency, Dudek will focus on maximizing project-level and application-level scoring based on the criteria identified in the PSP. Dudek's technical editing team will review all draft application materials to verify that they are clear, internally consistent, and error free.

Prior to submitting the Draft Application materials to SAWPA and the Project Proponents for review, Dudek will prepare an audit of the Application. We will use the Scoring Criteria located in the PSP to guide the audit and to identify areas where our professionals have determined if either more information is needed or where a finer point needs to be made. Once the audit is complete, our staff will revisit the areas of the application that need work, if any, and then finalize a Draft Review for Comment. The Project Proponents and SAWPA will have a one-week period to review and comment on the draft application.

Task 3.3 Grant Application Finalization and Submittal

Once we receive draft application package comments, the Dudek team will prepare a final application for submittal, verifying that the exact application specifications are met, including page limit, font size, format, file size, naming convention, and inclusion of all required documents and certifications. Dudek will submit the application through GRanTS and send the required email to DWR notifying them that the final application is ready for review as stipulated in the PSP.

Task 4 Grant Application Follow Up

Dudek's successful relationships with funding agencies are a result of our relationships over time with agencies and program staff as well as an understanding of the program and PSP goals. Our staff has been working in the IRWM program since its inception, and we have consistently been communicating with DWR staff, the Roundtable of Regions, and other decision-makers. We communicate with staff at the regional offices and with those in Sacramento.

Task 4.1 Application Follow Up

Dudek will stay in contact with DWR as needed during their application review. We will be available to answer any questions and provide any necessary follow-up material as well as stay abreast of any changes in the review and associated award timeline. Dudek will provide regular updates regarding the status of the submitted application and will be available to answer questions from Project Proponents as needed throughout the application review process.

Task 4.2 Application Debrief

Dudek will follow up with DWR regarding the review and scoring of the submitted application as requested by SAWPA. If the application is not awarded full funding, Dudek will discuss any feedback from the funding agency with Project Proponents and determine whether DWR made any errors in scoring that should be corrected.

8 Appendix 3: Exceptions

Exceptions to this General Services Agreement

The following exceptions to the SAWPA Contract for Services are listed by section number of the agreement. Requested deletions are shown by Strikethrough and requested new language is shown in RED

4.05 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of SAWPA, provided, however, Consultant shall be responsible for the SAWPA defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness, or willful misconduct.

Appendix A

Team Resumes

Jane Gray

ENVIRONMENTAL SPECIALIST, PROJECT MANAGER

Jane Gray is a regional planner, environmental specialist, and project manager with 23 years' project management and environmental planning experience, specializing in water/wastewater planning and permitting, agricultural resource and policy planning, policy analysis, land use planning, project development and entitlement services, and grant writing and management. Ms. Gray has a diverse and nuanced planning background, having worked as a project manager, analyst, and environmental planner for non-governmental entities, public agencies, and private firms and corporations. She has been responsible for projects varying from small-scale development and infrastructure planning in developing economies to private residential and commercial developments throughout California.

Ms. Gray brings and effective and customized approach to efficiently deliver services. Her ability to skillfully negotiate the often-disparate interests involved in projects and bring about consensus is an asset in any situation. Ms. Gray has organizational expertise, technical aptitude, planning proficiency, and competency facilitating projects through contentious issues and fractious communities.

Selected Project Experience

Grant Writing for the Santa Ynez Band of Chumash Indians. Provided technical assistance, overall coordination and grant writing services for the development and submittal of an application for update of the Tribe's recycled water plant. The grant was successfully award.



Education
Universität Dortmund,
Germany
MS, Regional Planning
and Management
State University of
New York, Buffalo
BS, Social Work

2nd District Appointee to the County Agricultural Advisory Committee Vice Chair, Central Coast

Professional Affiliations

Regional Water Quality
Control Board

Grant Writing for Round 3 of the Sustainable Groundwater Management Grant Program, Montecito Groundwater Basin Groundwater Sustainability Agency, Montecito, California. Provided technical assistance, overall coordination and grant writing services for the development and submittal of a Round 3 application for the agency's Groundwater Sustainability Plan and associated projects to support the GSP. The application was submitted to the California Department of Water Resources in early November and grant awards are expected on early 2020.

Grant Writing for Round 3 of the Sustainable Groundwater Management Grant Program, Carpinteria Valley Water District, Carpinteria, California. Provided technical assistance, overall coordination and grant writing services for the development and submittal of a Round 3 application for the Groundwater Sustainability Plan for the Carpinteria Valley Water District, which is forming a Groundwater Sustainability Agency. The application was submitted to the California Department of Water Resources in early November and grant awards are expected on early 2020.

Grant Writing and Administration, Sustainable Groundwater Planning Grant Program under Prop 1 for Santa Barbara County, California. Wrote a successfully awarded grant application for the Santa Barbara County Water Agency for GSA formation for two priority basins in Santa Barbara County, and is also leading the administration and management of the grant and complying with all grant requirements. Leading the public and stakeholder outreach and engagement as well as facilitation of local agencies working toward formation of a GSA.



Grant Writing for IRWM Round 1 Implementation of Proposition 1, Santa Ana Watershed Project Authority. Provided coordination and grant writing for 11 regional projects in the North Orange County and Santa Ana Watershed Project Authority IRWM regions. The application was submitted to the California Department of Water Resources on November 1st and awards are anticipated in 2020.

Grant Writing for IRWM Round 1 Implementation of Proposition 1, Monterey Peninsula Watershed Management District, Monterey, California. Providing coordination and technical grant writing for four (4) regional projects in the Monterey Peninsula IRWM region. The application will be submitted to the California Department of Water Resources on December 20th and awards are anticipated in 2020.

Grant Writing for IRWM Round 1 Implementation of Proposition 1, Santa Barbara County IRWM Region, Santa Barbara County, California. Providing coordination and technical grant writing for three (3) regional projects in the Monterey Peninsula IRWM region. The application will be submitted to the California Department of Water Resources on December 20th and awards are anticipated in 2020.

On-Call Grant Writing Services, Midpeninsula Regional Open Space District, California. Providing ongoing grant writing services as well as grant and project scoping for the Midpeninsula Regional Open Space District.

On-Call Grant Writing Services, San Mateo County, California. Providing ongoing grant writing services as well as grant and project scoping for San Mateo County and various divisions from Sustainability to Flood Protection to Climate Change among other projects. Applications have been prepared for state and federal grant programs, including SB 2, Props 1 and 68, CalOES/FEMA, Department of Conservation, Department of Water Resources and others. Dudek has prepared numerous successfully awarded applications.

On-Call Grant Writing Services, City of Long Beach Water Department, California. Providing ongoing grant writing services as well as grant and project scoping for the City of Long Beach Water Department. Successfully awarded applications have been prepared for state grant programs.

Program Management, Santa Barbara Countywide Integrated Regional Water Management (IRWM) Program. Serves as extension of SBCWA staff and provides overall program management and coordination of more than 30 agencies and nonprofits involved in regional benefit projects for competitive grant applications and over 120 stakeholders. Coordinates and manages the public stakeholder process and all public outreach efforts associated with the IRWM program.

Santa Barbara Countywide IRWM Plan Update 2019. Prepared a complete update to the Santa Barbara IRWM Plan in conformance with the 2016 DWR Guidelines, including generation of surveys, formation and facilitation of sub-committees, stakeholder and public outreach and public workshops.

Santa Ana Watershed Project Authority (SAWPA) OWOW Plan Update 2019. Prepared a complete update to the SAWPA OWOW Plan in conformance with the 2016 DWR Guidelines, including generation of surveys, formation and facilitation of sub-committees, stakeholder and public outreach and public workshops.

CABY Region IRWM Plan Update. Preparing a complete update to the CABY IRWM Plan in conformance with the 2016 DWR Guidelines. This entails coordination with the CABY JPA and RWMG as well as stakeholders and Tribes, auditing and writing sections of the Plan, preparation of a Draft, Reponses to Public Comments and preparation of Final Plan for submittal to DWR.



Public and Stakeholder Engagement Manager for the Creek and Watershed Management Plan, City of Goleta. Providing community engagement and facilitation services for the duration of the Plan development related to public meetings and workshops, Technical Advisory Committee meetings and other community outreach events and forums. This includes coordination of language appropriate support services, generation of meeting and workshop materials, meeting minutes, agenda and presentations.

IRWM Support Services, Public and Stakeholder Engagement for the 2014 IRWM Plan Update and On-Call Grant Services for IRWM Projects, San Luis Obispo County California. Provided IRWM support for the County's 2014 IRWM Plan Update, including public and stakeholder outreach, community engagement, update of Plan sections and on-call grant writing services for San Luis Obispo County.

On-Call Grant Services, Water and Wastewater Divisions of Public Works, City of Santa Barbara, California.

Assessed priority projects for the city and alignment with relevant state and federal grant programs. Served as liaison for various funding organizations and entities and the city for successful project presentation. Prepared grant applications for the city's Water and Wastewater Divisions, advocates on behalf of the projects, and carries them through to funding realization.

On-Call Grant Writing Services, Joshua Basin Water District, Joshua Tree, California. Provided the District with successfully awarded grant funding applications and is currently providing ongoing grant writing services as well as grant and project scoping for the District.

Grant Manager and Proposition 50 Grant Administration, City of Guadalupe, California. Manages and administers the grant funds received by the city for the Wastewater Treatment Plant Improvement project under Proposition 50. Complies with all reporting requirements and interfaces with the county, state, and RWQCB on project-related issues and waste discharge requirements and compliance.

Carpinteria Stormwater Management Plan (SWMP), City of Carpinteria, California. Responsible for project management and preparation of the City of Carpinteria's SWMP, as well as leadership and implementation of the city's first-year permit requirements under the NPDES Small Municipal Separate Storm Sewer Systems General Permit.

Grant Manager, Cuyama Community Services District, New Cuyama, California. Managed and administered the grant funds received by the district for two projects funded under Proposition 50. Prepared project assessment evaluation plans, quality assurance project plans, and other requirements of the state contract. Prepared and submitted all invoices and supporting documentation in fulfillment of the state contract requirements, and assists in determination of grant-eligible work tasks and project scoping. Interfaced with the county, state, and RWQCB on project-related issues, including the National Pollutant Discharge Elimination Systems (NPDES), waste discharge requirements, and compliance. Interfaced with the California Department of Public Health on water system compliance and other grant opportunities for the district.

Madelyn Murray

ENVIRONMENTAL PLANNER

Madelyn Murray (*MAD-uh-lin MUR-ee; she/her*) is an environmental planner with 3 years' experience in environmental research, grant writing, and regional planning support. Ms. Murray specializes in supporting underserved communities, outreach and engagement, and climate resiliency. As demonstrated in her work, Ms. Murray understands the nuances of connecting with and gathering feedback from diverse populations, whose needs often vary. Ms. Murray provides her expertise and diligent support on numerous grant applications and plan updates. She has also assisted on a wide variety of community outreach and engagement efforts. Her multidisciplinary background in ecology, sustainability, and outreach coupled with her passion for environmental justice allow her to make critical decisions on each project's impact to the community and environment.



Education
University of California,
Santa Barbara
BA, Environmental
Studies (Ecology
emphasis)

Project Experience Municipal

Communication and Engagement for Integrated Wildfire Safety Program, County of Los Angeles, California. Developed a tailored Communication and Engagement Plan to guide the County of Los Angeles in outreach efforts. Additional support included creating informational surveys, outlining schedules and agendas, and providing guidance on workshops.

Transformative Climate Communities Implementation Grant Support and Community Engagement, City of Indio, California. Supported the City of Indio as an extension of staff for the preparation of the Sustainable Growth Council's Transformative Climate Communities (TCC) Implementation Grant. Managed and executed ongoing outreach and community engagement, which were significant components of the TCC Implementation Grant process. Additional support included preparing grant materials, project scoping, decision-making guidance, and various communication efforts.

Grant Writing for U.S. Bureau of Reclamation Environmental Water Resources Program Grant, Southern California Edison, California. Advised Southern California Edison on grant opportunities and assisted in gathering materials, writing, and developing a complete grant application.

On-Call Grant Writing Services, City of Solvang, California. Provided grant writing services and support for the City of Solvang. Grant applications included the CAL eVIP South Central Coast Incentive Project.

On-Call Grant Writing Services, City of Encinitas, California. Providing ongoing grant writing services and support as well as project scoping for the City of Encinitas. Grant applications include State Coastal Conservancy ongoing funding and U.S. Fish and Wildlife Service ongoing funding opportunity.

On-Call Grant Writing Services, San Mateo County, California. Providing grant writing services for multiple agencies within San Mateo County. Applications have included the Proposition 68 Department of Conservation Grant for a Climate Action Plan update, Proposition 68 Recreational Trails and Greenways Grant, the Senate Bill 2 Planning



Grants Application, California Office of Emergency Services Federal Emergency Management Act Hazard Mitigation Grant Program applications, California Fire Safe Council County Coordinators Grant Opportunity, and Proposition 68 Regional Park Program application.

Grant Analysis and Plan Writing Support for Indio TCC Round 3, City of Indio, California. Provided background research and wrote plan content on funding opportunities, relevant grants, and feasible projects with associated information and recommendations. Additionally, provided technical assistance on projects and funding. In 2021, the plan was awarded the Inland Empire Opportunity and Empowerment Section Award.

Grant Analysis and Plan Writing Support for Bakersfield TCC Round 3, City of Bakersfield, California. Provided background research on funding opportunities, past grants, and other requirements. Accumulated relevant data and wrote portions for the TCC grant support and plan, especially pertaining to affordable housing and the municipal code.

Planning

Public and Stakeholder Engagement for Master Plan Development, San Mateo County Harbor District, California. Assisted in outreach and engagement tasks for Master Plan development, including the creation of social media posts, surveys, and handouts. Additional efforts included hosting in-person pop-up events and facilitating online workshops.

Housing Element Update, City of Indio, California. Provided support on the City of Indio's Housing Element update through completing a housing assessment and needs analysis pursuant to state housing law, including the analyzation of demographic, economic, infrastructure, and housing data.

Housing Element Update, City of South El Monte, California. Provided support on the City of South El Monte's Housing Element update through completing a housing assessment and needs analysis pursuant to state housing law, including analysis of demographic, economic, infrastructure, and housing data.

Resource Management

On-Call Grant Writing Services, Midpeninsula Regional Open Space District, California. Provided ongoing grant writing services and support as well as grant and project scoping for the Midpeninsula Regional Open Space District. Maintained a project option database to connect with grant opportunities. Applications have included Proposition 68 Wildlife Conservation Board Wildlife Corridor Program Pre-Application and a Proposition 1 Round 13 State Coastal Conservancy Grant.

Grant Writing for California Natural Resources Agency Urban Flood Protection Grant of Proposition 68, San Diego State University, San Diego, California. Researched funding opportunities for a proposed project. Provided high levels of support through gathering information, documentation, and project components in preparation of submitting an application to the California Natural Resources Agency.

Water

Technical Assistance, Communication and Engagement, Department of Water Resources, California. Providing support with development and implementation of Proposition 68 Technical Assistance for the California Department of Water Resources (DWR) for Tribal Governments, Tribal Communities, and Underrepresented Communities. Specifically provided support on curating water surveys, composing educational materials, and various research tasks. The project entails extensive data collection, management and curation, extensive community surveying, and provision of technical assistance, report writing, and outcome analysis.



On-Call Grant Writing Services, Coachella Valley Water District, California. Providing ongoing grant writing services and support for Coachella Valley Water District. Grant applications have included the Drought Resiliency Grant and the Water Efficiency and Energy Grant, both from the United States Bureau of Reclamation's WaterSMART program.

Grant Writing for Sustainable Groundwater Management Act Round 1 Implementation of Proposition 68, Borrego Water District, California. Developed internal submission and review materials, identified and assisted interested parties with submitting project ideas, outlined Project Review Committee tasks, and assisted with spending plan and grant application.

On-Call Grant Writing Services, Coachella Valley Water District, California. Delivering ongoing grant writing services and support, as well as relaying funding opportunities pertinent to Coachella Valley Water District projects. Applications have included WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2022 and WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2022.

Letter of Interest for Water Infrastructure Finance and Innovation Act, Marina Coast Water District, California. Support for this loan application included data-gathering, content review, and completing a Letter of Interest.

Sustainable Groundwater Management Act Stakeholder Communication and Engagement, Santa Ynez River Water Conservation District, Santa Ynez River Valley Groundwater Basin, California. Facilitated communication and engagement with stakeholders and members of the public for the Western Management Area and Central Management Area of the Santa Ynez River Valley Groundwater Basin. Support included preparing and facilitating consultant presentations to discuss Sustainable Groundwater Management Act processes and creation of newsletters for distribution to the public.

Grant Administration and Community Engagement for Groundwater Sustainability Plan, San Bernardino Valley Municipal Water District, Yucaipa Groundwater Basin, California. Support for this project included grant administration tasks, grant funding identification and support, and reporting to DWR. Also assisted with community engagement for public meetings.

Sustainable Groundwater Management Act Outreach and Communication, Ojai Bain Groundwater Management Agency, California. Assisted in the implementation of the Outreach and Engagement Plan and facilitating communication with stakeholders and the public during public workshops.

On-Call Grant Writing Services, Indio Water Authority, City of Indo, California. Provided grant writing and project scoping services for the Indio Water Authority. Maintained a project option database to connect with grant opportunities.

Grant Writing and Administration for Integrated Regional Water Management Disadvantaged Community Grant, Santa Barbara County Water Agency, California. Carried out administration services and research support for the Disadvantaged Community Involvement Program through DWR's Integrated Regional Water Management (IRWM) Grant. Also provided grant writing and additional support for the Santa Barbara Countywide coordination efforts for Round 1 Implementation Grants. Specific efforts involved researching and recording information on limited water-related resources in disadvantaged communities and underrepresented communities, as well as research and outreach to organizations throughout Santa Barbara County, culminating in the creation of a region-wide Needs Assessment document. Additionally, provided grant writing and support for the Santa Barbara Countywide coordination efforts.



Grant Writing for IRWM Round 1 Implementation of Proposition 1, Santa Ana Watershed Project Authority, California. Provided support to the Santa Ana Watershed Project Authority for preparation in submitting a successfully awarded application for 11 regional projects in the funding region. In addition to reviewing and coordinating the data-gathering and reporting requirements associated with each project, served as a liaison with DWR on resolving issues and questions throughout the process. Additional support included leading numerous weekly calls and attending the pre-application meeting with DWR.

Grant Writing and Administration for IRWM Round 1 Implementation of Proposition 1, Monterey Peninsula Water Management District, California. Provided support on data-gathering, grant writing, and content review for four regional projects in the Monterey Peninsula IRWM region, all successfully awarded. Served as a contact for applicant agencies for all questions and comments, and carried the application through finalization and submittal. Provided quarterly administration services and ensured compliance with the grant agreement. Currently carrying out quarterly administration services, which involve the coordination and gathering of progress report information and invoice documentation for the Proposition 1 grant through DWR.

Grant Writing and Administration for IRWM Round 1 Implementation of Proposition 1, Santa Barbara County Water Agency, California. Provided support on data-gathering, grant writing, and content review for three projects in the Santa Barbara County IRWM region, all successfully awarded. Served as a contact for applicant agencies for all questions and comments, and carried the application through finalization and submittal. Provided quarterly administration services and ensured compliance with the grant agreement. Currently carrying out quarterly administration services, which involve the coordination and gathering of progress report information and invoice documentation for the Proposition 1 grant through DWR.

On-Call Grant Writing Services, Long Beach Water District, California. Provided grant writing and project scoping services for the Long Beach Water District, including maintenance of a project option database to connect with grant opportunities. Applications have included the State Coastal Conservancy Climate Ready Round 6 Grant and California Environmental Protection Agency Environmental Justice Small Grant.

Grant Administration for Proposition 84 and Proposition 1, Santa Clarita Valley Water Agency, California. Quarterly administration services involved the coordination and gathering of progress report information and invoice documentation for Proposition 84 and Proposition 1 grants through the DWR. This involved ensuring receipt of all proper information from Santa Clarita Valley Water Agency staff in a timely manner, compilation of all documents, and submittal of a finalized packet to the Santa Clarita Valley Water Agency for report to DWR.

IRWM Plan Update, Cosumnes, American, Bear, and Yuba Regions, California. Provided support in the update of the Cosumnes, American, Bear, and Yuba Region's IRWM Plan update to comply with DWR 2016 Guidelines. Narrative editing, background research, and high-level content checks were the primary tasks associated with the update. Provided high-level audits for completion and compliance for every major draft.

California Office of Emergency Services Federal Emergency Management Act Hazard Mitigation Grant Applications, Carpentaria Valley Water District, California. Gathered information and generated applications for two separate Hazard Mitigation Grant Program projects. Compiled and reviewed materials for submittal to the California Office of Emergency Services Federal Emergency Management Act.



Relevant Previous Experience

Center for Resource Solutions. Served as the Green-e Marketing Compliance Associate. Reviewed marketing materials and renewable energy claims, and critically evaluated compliance with Green-e Program rules. Enforced carbon offset market standards. Expanded knowledge of renewable energy markets and consumer-protection issues.

The Cheadle Center for Biodiversity and Ecological Restoration. Served as a student worker. Worked with members of the Cheadle Center for Biodiversity and Ecological Restoration staff to maintain restoration sites around the University of California, Santa Barbara's campus. Performed non-native plant identification and removal, native plant identification and planting, seed collecting, transplanting young seedlings, and other various tasks associated with site restoration research and maintenance.

Hanna Dodd, PE

PROJECT ENGINEER

Hanna Dodd (*HAN-uh DOD*; she/her) is a project engineer with 6 years' experience focused on water and wastewater infrastructure. Included in her experience is water and wastewater treatment and facilities design analyses, and infrastructure planning and funding. Ms. Dodd's expertise includes novel water treatment techniques, with a particular emphasis on mechanical systems, energy usage and reduction assessments, and removal of pathogens.

Project Experience Funding

State Revolving Fund Application, San Elijo Joint Powers Authority, Encinitas, California. Served as project engineer and assisted the San Elijo Joint Powers Authority with a California State Revolving Fund loan application for the expansion of a recycled water pipeline system and the purchase of more advanced water treatment equipment for more reliable recycled water production at a wastewater treatment facility.

Infrastructure Design

Update to District Standards, Moulton Niguel Water District, Laguna Niguel, California. Served as project engineer and updated and enhanced the Moulton Niguel Water District's master technical specification and standard details. The project has been completed, but Dudek continues to support annual minor updates and modifications to the specifications and details.



Education
Stanford University
MS, Civil and
Environmental
Engineering
California Institute
of Technology
BS, Mechanical
Engineering

License/Certifications Professional Civil Engineer (PF)

Engineer (PE), CA No. 88525

Professional Affiliations

WateReuse Women in Water

Citywide Sewer Rehab (Phase 2), City of Encinitas, California. Served as project engineer for the second phase of sewer improvement projects identified in the Encinitas 2015 Sewer Master Plan. Led a team of CCTV reviewers and finalized rehabilitation and replacement recommendations. The project included design of primarily cured-in-place lining for rehabilitation, along with open trench pipeline replacements. Successfully completed the majority of recommended improvement projects from the 2015 Sewer Master Plan.

Citywide Sewer Spot Repair and Lining, City of Alhambra, California. A group of sewer pipe segments were identified as a major priority for repair in the City of Alhambra's 2009 Sewer System Rehabilitation Plan. As project engineer, made a final determination on the repair and rehabilitation strategy for the major priority pipelines. Prepared an estimate of construction costs and oversaw preparation of final design documents for bidding and construction.

Hacienda Drive Trunk Sewer Rehabilitation, City of Vista, California. The City of Vista hired the design-build team of Southwest Pipeline & Trenchless Corporation and Dudek to rehabilitate approximately 4,000 feet of 36-inch-diameter ductile iron trunk sewer with cured-in-place pipe (CIPP). The sewer pipeline was next to State Route 76 and within the boundaries of the City of Oceanside. Submitted permits for this pipeline work with the California Department of Transportation and the City of Oceanside, and coordinated response requests from



these agencies. Reviewed pre-construction CCTV inspection videos to make sure that the ovality of the pipe would not affect installation of the CIPP liner, and performed calculations to determine the correct thickness of the CIPP liner and the size of the bypass pumping system.

Snowline Joint Unified School District, Phelan, California. As project engineer, performed an evaluation to determine what water infrastructure upgrades would be required for the Phelan Pinon Hills Community Service District (PPHCSD) to supply the full water demand of an 80-acre Snowline Joint Unified School District site in Phelan, California. Also evaluated whether the PPHCSD was equipped to provide the site with necessary fire flow as required by the San Bernardino County Forestry and Fire Warden Department and PPHCSD's compliance with the 2014 hexavalent chromium (chromium-6) maximum contaminant level.

Old Town Sewer Rehabilitation Project, City of Placentia, California. Project engineer responsible for conducting the review of approximately 30 miles of CCTV inspection video to assess, identify, and prioritize recommended rehabilitation needs. Following the condition assessment, Dudek prepared the construction documents for the rehabilitation, consisting of approximately 15,000 linear feet of CIPP from 6 inches to 12 inches in diameter, 22 in situ point repairs, and 6 open trench point repairs. The resultant project successfully addressed risks within the oldest portion of the collection system.

Goetz Road Storage Tank and Pipeline Final Design, Eastern Municipal Water District, City of Perris, California. As project engineer, assisted with the design of a new storage tank for the Eastern Municipal Water District. Activities included pump selection for the chemical feed building and the drain vault, and data gathering for the design and cost estimate information from chemical feed equipment manufacturers.

Sanitary Sewer Overflow Remediation Protocol, Leucadia Wastewater District, City of Carlsbad, California. Project engineer on a team to devise a Sanitary Sewer Overflow (SSO) remediation protocol for the Leucadia Wastewater District (LWD). In the protocol document, explained the potential biological and environmental impacts of an SSO from LWD's sanitary sewer collection system and the strategies that LWD could use to remediate SSOs that reach surface waters.

Sewer Lining and Repair, City of South Pasadena, California. As project engineer, worked with a team of Dudek engineers to prioritize the use of a State Revolving Fund Loan to rehabilitate and replace the City of South Pasadena's aging sewer collection system. Activities included pipeline condition assessment review, coordination of the collection of utility location information, and identification of the construction areas requiring specific planning prior to construction (e.g., traffic control, historic site preservation).

Planning and Modeling

Sierra Madre Specific Plan and Environmental Impact Report, New Urban West Inc., Sierra Madre, California. Served as staff writer. Gathered data for and wrote the Infrastructure Plan of New Urban West's Specific Plan and assisted with the Environmental Impact Report for the Meadows housing project.

California Environmental Quality Act Facilities Master Plan, Orange County Sanitation District, Fountain Valley, California. Served as project engineer to analyze and consolidate information about the construction equipment needed for all projects within the 2030 Facilities Master Plan into a single environmental assessment. Dudek was hired to coordinate the evaluation of more than 150 unique improvement projects for California Environmental Quality Act compliance requirements. Due to Dudek's experience with the engineering and construction of the planned projects, our engineers were able to directly advise our environmental planners. The efficiency of having both environmental specialists and infrastructure engineers under one roof provided the Orange County Sanitation District with the ideal team to complete this challenging project.



Sewer Master Plan and GIS Update, City of Chino, Chino, California. As project engineer, created a hydraulic model of the City of Chino's sewer system from the City of Chino's GIS data that was updated by Dudek's GIS team. Ms. Dodd evaluated existing and future sewer system capacity through hydraulic model analysis, managed a team of condition assessment reviewers, and performed quality control on the repair and rehabilitation recommendations for the City of Chino's existing sewer system. The capacity and condition projects that came out of these analyses were prioritized and used to develop a Capital Improvement Program (CIP).

Wastewater System Master Plan Update, City of Redlands, Redlands, California. As project engineer, lead a team that created a hydraulic model of the large (10-inch-diameter and larger) sewer pipes in the City of Redlands' sewer collection system from the City of Redlands' GIS data. Ms. Dodd evaluated existing and future sewer collection system capacity through hydraulic model analysis. The sewer collection system capacity projects were combined with wastewater treatment plant capacity projects from the Dudek wastewater treatment team's analysis. These capacity projects were prioritized and used to develop a CIP.

San Jacinto Well Configuration, Eastern Municipal Water District, City of Perris, California. Served as project engineer to investigate the most cost-effective approach to conveying proposed well water to the Hewitt/ Evans water treatment plant. Dudek was hired to develop six alternative pipeline configurations, prepare a hydraulic model to test system performance, and identify pipeline sizes. With pipe sizes and lengths determined, Dudek prepared a project alternative analysis with project costs to identify the preferred approach for constructing the pipeline network. The resulting recommended project totaled 15,500 linear feet of pipe with a project cost of \$11 million. This recommendation provided the Eastern Municipal Water District with the information necessary to budget the land purchase for and construction of the wells.

Sub-Area Master Plan Amendments – Various Developments, Irvine Ranch Water District, City of Irvine, California. Served as project engineer for drafting Sub-Area Master Plan amendments for several developments within the Irvine Ranch Water District service area. Assessed the water, sewer, and recycled water impacts on the Irvine Ranch Water District's infrastructure, and provided improvement recommendations to mitigate for any additional impacts on the district's systems due to the changes in land use associated with the developments.

As Needed Non-Design Engineering DR DC Hydro Modeling, Eastern Municipal Water District, City of Perris, California. Project engineer providing as-needed hydraulic model and design condition review services for the Eastern Municipal Water District for new development within its service area. Operating as an extension of staff, tasks include fire-flow analyses and review of design condition submittals for new development projects impacting water, sewer, and recycled water facilities.

2020 Riverside Facilities Master Plan, Western Municipal Water District, Riverside, California. Dudek is providing the Western Municipal Water District (WMWD) with its 2020 Riverside Facilities Master Plan. The goal of the project is to develop a clear and usable document that addresses the short- and long-term needs associated with WMWD's potable water, sewer, and recycled water systems within its Riverside Service Area. As project engineer, reviewed and validated WMWD's water and recycled water hydraulic models, and created and analyzed model scenarios that show the effects of short-term and long-term development. Proposed CIP projects for handling near-term development. Potable water, recycled water, and wastewater collection system CIP projects will be integrated, and their timing will be based on growth projections.

Carlton Oaks Golf Course Sewer Study, Padre Dam Municipal Water District, Santee, California. Served as project engineer. The Carlton Oaks development is expanding in three planning areas. Updated Padre Dam's InfoSWMM model to include recently completed CIP projects and analyzed the impact the increased sewer loading would have on the water district's facilities. Proposed improvements necessary to accommodate existing sewer flows.



Sanitary Sewer Management Plan Update, WMWD, Riverside, California. Served as auditor and project engineer. WMWD operates two collection systems—its own system (the "Western system") and the system owned by the Western Riverside County Regional Wastewater Authority Joint Powers Authority (the "WRCRWA system"). Because WMWD operates both systems, there is significant overlap in the procedures and processes used to implement Sanitary Sewer Management Plans (SSMPs). For this project, Dudek supported WMWD in the update of the SSMPs for the Western and WRCRWA systems. As part of the update process, Ms. Dodd performed audits on both systems' SSMPs to better identify recommendations and modifications to the 2019 Updates.

Sanitary Sewer Management Plan Update, City of Monterey, Monterey, California. Served as auditor. In 2019 and 2021, Ms. Dodd performed audits on the City of Monterey's SSMP, reviewing documents and interviewing City of Monterey staff. She provided recommendations and modifications to the SSMP.

Interceptor Risk Analysis 2020, Victor Valley Wastewater Reclamation Authority, Victorville, California. Served as project engineer. As a continuation from the 2019 Interceptor Capacity Study, evaluated future (2030) flows in the interceptor system through developing updated growth projections in coordination with Victor Valley Wastewater Reclamation Authority member agencies to assess future system capacity improvement needs. Project resulted in a prioritized 10-year CIP for the Wastewater Reclamation Authority.

Interceptor Capacity Study, Victor Valley Water Reclamation Authority, Victorville, California. Served as project engineer. Reviewed and analyzed flow monitoring data in preparation for hydraulic model calibration. Performed a pump station capacity analysis comparing modeled peak-hour flows with rated pump capacity. The hydraulic model was used to develop cost-of-service scenarios relative to the allocation of flows among four member agencies. The cost-of-service scenarios resulted in a new financial model and rate study.

Sewer Master Plan, City of Pasadena, California. Served as project engineer. Provided a comprehensive evaluation of hydraulic capacity through updated flow monitoring and hydraulic modeling, as well as condition assessment and identification of improvements needed for system operation and reliability. Because the City of Pasadena is 99% built out and historically has not experienced significant capacity issues, approach focused on identifying rehabilitation needs, quantifying specific repair methods, grouping improvement by region, and prioritizing recommended improvements to address the most critical issues first.

Wastewater Treatment and Collection System Master Plan, Crestline Sanitation District, Crestline, California. Served as project engineer and modeler. Used a series of workshops to facilitate a Certificate of Approval to identify the most critical and high-risk failure scenarios at all three of the Crestline Sanitation District's wastewater treatment plants (WWTPs) and two lift stations, as well as the root cause of those failures. Performed a thorough process evaluation on each unit process at all WWTPs to determine capacity and performance in comparison to design criteria and industry standard ranges. Dudek prepared a sewer hydraulic model of the Crestline Sanitation District's collection system and pump stations, and captured flow meter data to calibrate the model to determine existing and build-out sewer hydraulic capacity. The project culminated in a comprehensive list of CIP projects, prioritized by risk and paired with available funding opportunities.

Wastewater Collection System Master Plan, City of San Marino, California. Served as project engineer. The City of San Marino needed assistance understanding its sewer collection system needs and establishing its first Sewer Master Plan. The City of San Marino is completely built out; therefore, work was focused on condition assessment of pipelines and lift stations rather that capacity analysis. The pipeline condition assessment work included review of approximately 20 miles of pipeline (40% of the system) and identification of needed rehabilitation work, primarily consisting of CIPP lining of older sewer pipelines. The lift station condition assessment work included



site visits and inspections of three lift stations. Redundancy and bypass improvements and a frequent maintenance schedule was recommended in the Sewer Master Plan. An updated SSMP was also developed as part of the project and focused on improving procedures for reducing SSOs in the collection system.

Recycled Water Feasibility Study, Borrego Water District, Borrego, California. Served as project engineer. The Borrego Water District needed to reduce pumping in the Borrego Groundwater Basin by 70%. Ms. Dodd performed an alternatives analysis between expanding the existing collection system to convey sewage to the existing WWTP for recycled water production or collecting sewage from individual communities (currently on septic systems) to convey to new satellite package treatment plants for recycled water production. A final report was submitted to the State Water Resources Control Board.

Water System Hydraulic Model, Moulton Niguel Water District, Laguna Niguel, California. Project engineer assisting the Moulton Niguel Water District in the development of the district's water system hydraulic model. The last water system master and hydraulic model was prepared over 10 years ago; as a result, the process associated with the custom hydraulic model was not retained through Moulton Niguel Water District staff and is no longer running due to error codes and settings. Dudek worked through the elements of the model, simplifying connectivity, nodes, and elements to address error codes. Once the model was running within 10% of current maximum day demand supervisory control and data acquisition data, a scenario from a previous simplified model alternatives analysis was replicated in the new full-system calibrated model.

Planning and Preliminary Design of Upper and Lower San Luis Rey Water Reclamation Facility Recycled Water System and Final Design of Lower San Luis Rey Water Reclamation Facility Recycled Water System, City of Oceanside, California. As project engineer, analyzed potential recycled water customer demand data and used the data to develop an InfoWater hydraulic model of a proposed recycled water conveyance system. Ms. Dodd's team analyzed model pipeline alignments to determine the best alignment in the preliminary design.

InfoSewer Model Analysis, South Coast Water District, Dana Point, California. As project engineer, analyzed the South Coast Water District's InfoSewer model to determine whether a proposed development's sewage generation would exceed the modeled future sewer flows in the Dana Point Town Center area. Prepared a memo for South Coast Water District summarizing calculations and findings.

Consequence of Failure Analysis for Potable Water System, South Coast Water District, Dana Point, California. As project engineer, used the South Coast Water District's InfoWater model to analysis fire-flow impacts. Then supplied the district with a Consequence of Failure Analysis ranking for all potable water pipelines and recommendations for mitigating major sources of failure.

Dana Point Harbor Revitalization Project Water Analysis, South Coast Water District, Dana Point, California. As project engineer, reviewed past analyses of the impact of the Dana Point Harbor Revitalization Project (DPHRP), a commercial development, on the South Coast Water District's potable water system. Also performed hydraulic analysis of the impacts of the proposed DPHRP on the South Coast Water District's potable water system, and summarized her analysis and recommendations of needed improvements to the potable water system to serve potable water to the proposed DPHRP.

Sanitary Sewer Master Plan and Condition Assessment, City of Placentia, California. As project engineer, created an InfoSewer model of the City of Placentia's sanitary sewer system to analyze how flows from future developments would affect the City of Placentia's sanitary system capacity. The project included analyzing CCTV videos of the sanitary system to recommend areas for future CIP projects to fix pipes in poor condition. Findings were summarized in a master plan document.



InfoWater Model Update, Ramona Municipal Water District, Ramona, California. As project engineer, used operation staff's input and as-built drawings to update significant portions of Ramona Municipal Water District's InfoWater Model depicting its treated water system. The project calibrated the model to current conditions and modeled eight future demand scenarios.

Recycled Water Distribution System Preliminary Design, Rainbow Municipal Water District, Rainbow, California. Working as project engineer, helped with preliminary design and cost estimate for an equalization basin. Researched potential funding opportunities for Rainbow Municipal Water District's proposed recycled water treatment plant and distribution system. Summarized the design and findings in a preliminary design report.

Stormwater

Assessment of Stormwater Outfall Conditions, City of San Diego, California. As project engineer, led a multi-firm effort to analyze 6 years of canyon-area stormwater outfall attribute data to assess the outfall condition. The project team's algorithm classified all canyon-area outfalls into categories ranging from very poor to very good. Locations of those outfalls were analyzed to identify areas where the City of San Diego should concentrate stormwater maintenance and repair efforts. Compiled the methods of condition classification, results, and recommendations in a report reviewed by the City of San Diego.

National Pollutant Discharge Elimination System Industrial Permit Assessment, City of Redondo Beach, California. As project engineer, assisted the City of Redondo Beach in gathering data applicable to a National Pollutant Discharge Elimination System (NPDES) Industrial Permit for the city's transit facility. Activities included a site-specific reconnaissance to advise the City of Redondo Beach on how to best comply with the permit.

NPDES Drinking Water Discharge Permit, Ramona Municipal Water District, City of Ramona, California. As project engineer, coordinated the creation of a GIS map and Notice of Intent for the Ramona Municipal Water District's NPDES Drinking Water Discharge Permit. The map included information on the drinking water system and surrounding receiving water bodies.

Treatment

Wochholz WWTP Biowin Modeling, Yucaipa Valley Water District, City of Yucaipa, California. Served as project engineer and software trainer. Created Biowin model of Wochholz WWTP. Performed Biowin modeling analysis to determine if the Wochholz WWTP could meet its effluent water quality requirements with a new fine bubble aerator in its biological nutrient removal process under current and future conditions. Trained WWTP operations staff on how to use the Biowin model of the Wochholz WWTP for future analyses.

Chromium III Reoxidation, Joshua Basin Water District, Joshua Tree, California. Organized field equipment and performed field studies at three of Joshua Basin Water District's drinking water wells that contained Chromium (Cr) VI to study how stannous chloride reduction of Cr(VI) to Cr(III) could be re-oxidized by sodium hypochlorite back to Cr(VI). The results of the field studies were submitted to the California State Water Resources Control Board Division of Drinking Water. This study was also funded by the Division of Drinking Water.

Harmony Grove Wastewater Treatment Plant, TC Construction, San Diego, California. As project engineer, designed and conducted a rhodamine dye tracer study in a WWTP chlorine contact basin. The tracer study results were presented in a full report to TC Construction.



Advanced Water Treatment Pump Replacement, South Orange County Wastewater Authority, Laguna Niguel, California. As project engineer, completed pump calculations, contacted pump manufacturers, and assisted with the creation of a cost estimate, project drawings, and specifications to replace applied water and backwash pumps in the South Orange County Wastewater Authority's Advanced Water Treatment Plant.

Denitrification Upgrade Feasibility and Energy Reduction Assessment, Orange County Sanitation District, Fountain Valley, California. As project engineer, worked with The Energy Network to assess whether denitrification upgrades to the Orange County Sanitation District's Fountain Valley wastewater treatment plant (Plant No. 1) would result in significant energy usage reduction. After collecting data regarding the Orange County Sanitation District's current operation of the Plant No. 1 secondary treatment system, Ms. Dodd used BioWinTM modeling to assess how various denitrification upgrades would affect Plant No. 1's effluent water quality and energy usage.

CCB Tracer Study, WMWD, Riverside, California. As project engineer, designed and conducted a rhodamine dye tracer study in a WWTP chlorine contact basin for WMWD. The tracer study results were presented in a full report to WMWD.

Awards

California Water Environment Association (CWEA) Outstanding Young Professional Award, 2016.

CWEA Engineering Achievement Award, 2015, City of South Pasadena Sewer Rehabilitation.

Laurel Porter, ELS

TECHNICAL EDITOR

Laurel Porter is a board-certified technical editor with 33 years' editorial experience. Ms. Porter has worked on a variety of environmental documents, including environmental impact reports (EIRs), resource management plans, multiple species habitat conservation plans (MSHCPs), biological technical reports (BTRs), initial studies/mitigated negative declarations and other California Environmental Quality Act (CEQA) documents.

Ms. Porter specializes in editing large, complex, technical documents for private and government clients. She has participated in and led editorial and writing teams remotely, using online meeting applications, shared status sheets, and conference calls to coordinate team efforts. Ms. Porter's primary goal on any project is ensuring that the client's message comes across clearly, directly, and on time, with a keen focus on achieving a cohesive, accessible style and meeting agency and client requirements. Her areas of expertise include:

Education

University of California, Irvine BA, Music, 1987

Certifications

Board of Editors in the Life Sciences certification (ELS), 2016 University of California, San Diego Copyediting Certificate, 2009

- Establishing guidelines for formatting and editing documents
- Setting up tools to streamline implementation of the publication process for editors and publications staff
- Creating dedicated Word dictionaries to support the editorial process
- Checking documents and other media for logic, internal consistency, readable text and clear sentences, and consistent style
- Reviewing text for appropriateness of tone and register
- Maintaining consistent style and tone in large projects prepared by multiple authors
- Providing editorial support tailored to the requirements of specific clients, projects, and agency requirements
- Reviewing documents for copyediting issues, including spelling, grammar, punctuation, internal references, clarity and consistency of content, and labeling of figures and tables
- Compiling and cross-checking reference lists
- Researching industry terms, including scientific names, to ensure that documents include the most current terminology

Selected Project Experience

One Water, One Watershed (OWOW) Plan Update 2018, Santa Ana Watershed Project Authority, Riverside, California. Serving as lead editor for this Integrated Regional Watershed Management (IRWM) Plan update, including planning and coordinating online publication of the update. Interfacing with Web developer and Dudek's in-house graphics and publications team to plan a user-friendly document that is fully compliant with the latest IRWM Grant Program Guidelines and IRWM Plan Standards.

BTRs and Biological Resources EIR Sections under the Newhall Ranch Resource Management and Development Plan, The Newhall Land and Farming Company, Los Angeles County, California. Serving as lead editor responsible for editorial review, coordination of production, and quality control for environmental documents for a suite of



large-scale development projects on Newhall Ranch. Tasked with coordinating with prime contractor Eyestone Environmental for the Biological Resources EIR sections, adjusting Dudek's documents to follow their unique style requirements. Projects are part of a planned community proposed by The Newhall Land and Farming Company (Newhall Land), now a wholly owned subsidiary of FivePoint. Dudek is providing environmental services for the proposed planned community and has guided Newhall Land through the County of Los Angeles environmental planning process, helping them to meet the CEQA requirements for implementing a suite of large-scale development projects on Newhall Ranch. Newhall Ranch is one of only two known areas where the special-status San Fernando Valley spineflower (*Chorizanthe parryi* ssp. *fernandina*) occurs. Dudek has designed a spineflower introduction plan specific to the Newhall Ranch area that helped prompt the USFWS to withdraw its 2016 proposal to list the spineflower as threated under the Endangered Species Act. As a consequence, the permitting for this development project is now continuing.

Spineflower Introduction Plan, The Newhall Land and Farming Company, Los Angeles County, California. Served as lead editor for this plan to introduce and preserve the San Fernando Valley spineflower on Newhall Ranch, which is one of only two known areas where the spineflower occurs. The spineflower is a California and federal species of concern, with a California Rare Plant Rank of 1.B.1. Once believed extinct, the spineflower was rediscovered in 1999 on the Ahmanson Ranch property and on the Newhall Ranch property. Dudek has crafted an interconnected system of spineflower preserves, nonnative and invasive species control measures, and reseeding via a dedicated spineflower introduction plan specific to the Newhall Ranch area, which led to Newhall Land's collaboration with USFWS on a Candidate Conservation Agreement for introduction of the spineflower in 2017.

Foothill Feeder Repair and Future Inspections Project Supplemental EIR, The Metropolitan Water District of Southern California, Los Angeles, California. Served as lead editor responsible for editorial review, coordination of production, and quality control for the Draft and Final Supplemental EIR for this project for The Metropolitan Water District of Southern California (Metropolitan). The project is proposed by Metropolitan for continuing repair and maintenance of their water supply pipeline system. Dudek is providing environmental services for the proposed program and has guided Metropolitan through the environmental planning process, helping them to meet the CEQA requirements for this large-scale linear project, involving shut-down and dewatering activities. The state and federally endangered unarmored threespine stickleback (*Gasterosteus aculeatus williamsonii*) is present on the project site, presenting potential controversy regarding possible impacts to this special-status species. Dudek prepared solid CEQA documentation and devised mitigation for potential impacts to the stickleback and other aquatic species that allowed this far-ranging project to successfully navigate the approval process.

Distribution System Infrastructure Protection Program EIRs, The Metropolitan Water District of Southern California, Orange County, San Bernardino County, and San Diego and Riverside Counties, California. Serving as lead editor for Draft and Final Program EIRs for Metropolitan's long-term program to preserve and maintain their conveyance and distribution system. Metropolitan's service area encompasses 5,200 square miles in Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura Counties, including approximately 1,000 miles of pipeline, tunnels, and canals. Phase 1 of the Distribution System Infrastructure Protection Program, for the Orange County Operating Region, includes 143 miles of pipeline, 1,270 pipeline structures, and approximately 50 miles of patrol roads; this Program EIR was finalized in March 2016. Phase 2, San Diego and Riverside Counties, is at the initial study phase, and the Draft Program EIR for Phase 3, San Bernardino County, is in progress.

DUDEK

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

This Agreement is made this **4**th **day of October, 2022** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, CA, 92503 and Dudek ("Consultant") whose address is 605 Third Street, Encinitas, CA 92024.

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 2025**, unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

- **2.01** Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.
- **2.02** Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

- **3.01** In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.
- **3.02** Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.
- **3.03** Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

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

ARTICLE IV CONSULTANT OBLIGATIONS

- **4.01** Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.
- **4.02** Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.
- **4.03** Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA.
- **4.04** Insurance Coverage: Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or sub-contractors.
- **4.04(a) Coverage -** Coverage shall be at least as broad as the following:
 - 1. Commercial General Liability (CGL) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 - Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - **4. Professional Liability** (Also known as Errors & Omission) Insurance appropriates to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - 5. Cyber Liability Insurance (Technology Professional Liability Errors and Omissions) If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,

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

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

4.04(b) If Claims Made Policies:

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

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

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

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

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

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

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

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

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- **4.04(i) Subcontractors** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA, its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.
- 4.05 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of SAWPA, provided, however, Consultant shall be responsible for the SAWPA defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness, or willful misconduct.
- **4.06** In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.
- **4.07** In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.
- **4.08** Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages, if required by law.

ARTICLE V SAWPA OBLIGATIONS

5.01 SAWPA shall:

- **5.01a** Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;
- **5.01b** Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

- **6.01** During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.
- **6.02** In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.
- **6.03** Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be

provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

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

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

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

ARTICLE VIII

TERMINATION OF AGREEMENT

- **8.01** In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.
- **8.02** Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.
- **8.03** In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX CONSULTANT STATUS

- **9.01** Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.
- **9.02** Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

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

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legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

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

ARTICLE XI MISCELLANEOUS PROVISIONS

- **11.01** This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- **11.02** Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- **11.03** In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.
- **11.04** Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.
- **11.05** SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.
- **11.06** Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.
- **11.07** During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code

of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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

11.09 This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

SANTA ANA WATERSHED PROJECT AU	THORITY		
Jeffrey J. Mosher, General Manager	Date		
DUDEK			
(Signature)	Date	Typed/Printed Name	

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SANTA ANA WATERSHED PROJECT AUTHORITY TASK ORDER NO. DUDK373-07

CONSULTANT: Dudek VENDOR NO.: 1969

605 Third Street Encinitas, CA 92024

COST: \$80,830.00

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: Ian Achimore, Senior Watershed Manager October 4, 2022

FINANCE: _____ Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding: 373-PA18-60121-01

Acct. Description: General Consulting

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()

Authorization: October 4, 2022; CM#2022.66

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and Dudek (Consultant) pursuant to the General Services Agreement between SAWPA and Consultant, entered into on October 4, 2022 expiring December 31, 2025.

I. PROJECT NAME OR DESCRIPTION

Grant Application Support for Integrated Regional Water Management Program

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services of the Grant Application Support for the Integrated Regional Water Management Program as described in the attached scope of work.

III. PERFORMANCE TIME FRAME

Consultant shall begin work October 4, 2022 and shall complete performance of such services by **October 31, 2023.**

IV. SAWPA LIAISON

Ian Achimore shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$80,830.00**. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

SANTA ANA WATERSHED PROJECT AUTHORITY				
Jeffrey J. Mosher, General Manager	Date			
DUDEK				
(Signature)	 Date	Print/Type Name and Title		

EXHIBIT A SCOPE OF WORK

SCOPE OF WORK SUMMARY

Work on 13 projects to receive, review and compile Project Proponent's sections of the application to the Department of Water Resources for Proposition 1 Round 2 Integrated Regional Water Management (IRWM) funding. Some of the projects are led by the same entity, so although there are 13 projects, there are 10 different agencies (i.e. "Project Proponents") for the Consultant to work with. The list of Project Proponents is provided in the table below. For the three North Orange County projects, the Consultant will work directly with the Project Proponents, although the Orange County Department of Public Works staff contact, who led their call for projects, will be involved to answer questions as necessary.

Per Department of Water Resources (DWR) requirements, there will be two "back up" projects that will require minimal information to be included in the grant application (identified in the table as projects "A" and "B"). This minimal information, which will be gathered and developed by SAWPA, includes a brief description of the project scope, the numeric benefits associated with the projects (i.e. acre-feet per year of water), high-level schedules, and high-level budgets. The project labeled "i" in the table, Grant Administration, will also be developed by SAWPA without assistance by the Consultant.

Table 1: Prop 1 Round 2 Projects

Project ID	Project Name	Project Proponent	Grant Award	Total Cost
i	Grant Administration	Santa Ana Watershed Project Authority	\$1,352,929	\$1,352,929
One Wat	One Water One Watershed – General Implementation Projects			
1	Santa Ana River Watershed Weather Modification Pilot Project	Santa Ana Watershed Project Authority	\$861,400	\$1,722,800
2	Etiwanda Intervalley Water Quality and Water Resiliency Project Phase-1A	Jurupa Community Services District	\$2,954,213	\$28,505,400
3	Wellhead Nitrate Treatment for Wells 4 & 27	Monte Vista Water District*	\$2,533,492	\$6,950,000
4	Cable Creek Basin (Upper)	San Bernardino County Flood Control District	\$2,521,678	\$20,000,000
5	Phase 1 - Lake Elsinore Algae Harvesting and Nutrient Removal Project	Lake Elsinore and San Jacinto Watersheds Authority	\$1,500,000	\$3,000,000
6	Lake Rialto Habitat Management and Community Open Space Project	Rialto, City*	\$2,149,748	\$8,000,000
7	Well 2 Replacement	Monte Vista Water District*	\$2,006,311	\$8,675,000
Α	City of Rialto Recycled Intertie (Back up project)	Inland Empire Utilities Agency	NA	\$53,000,000
One Water One Watershed – Disadvantaged Community Implementation Projects				
8	New Washington Well Project	Santa Ana, City*	\$3,394,743	\$7,387,555

9	Water Quality: Lead Service Line	West Valley Water		
9	Replacements in the Bloomington DAC	District	\$315,000	\$390,000
10	Box Springs Mutual Water Company Well Improvement Project	California Rural Water Association	\$1,885,257	\$1,893,000
В	Shamrock and Meridian Septic to Sewer Conversion Project (Back up project)	Rialto, City*	NA	\$3,143,400
North Orange County IRWM Projects				
11	Orange County Regional PFAS Groundwater Treatment Program	Orange County Water District	\$4,200,000	\$11,100,000
12	Santa Ana Zoo Stormwater Capture and Diversion Project	Santa Ana, City*	\$2,603,525	\$5,000,000
13	Making Conservation an Orange County Way of Life	Municipal Water District of Orange County	\$780,275	\$2,783,200
	Grand Totals		\$29,058,572	\$162,903,284

^{*}Indicates Project Proponent with more than one project.

DETAILED SCOPE OF WORK

The Consultant will perform the following scope of work. The Consultant will not work on projects "i", "A" and "B" identified in the table above.

Task 1 – Kick Off Meeting with SAWPA and Overall Project Management

Consultant will organize a virtual kick-off meeting with SAWPA staff to accomplish the following:

- Review Consultant plan to collect all tasks, including schedule.
- Develop a "data request" to collect all relevant documents germane to all projects.
- Agree to a schedule for Consultant and SAWPA staff to have virtual check-in meetings on application development.

Consultant will maintain regular communication with the SAWPA project manager and Project Proponents throughout the project and will provide responses within an efficient time frame.

Consultant will develop a methodology to inform SAWPA project manager of the progress being made throughout the development of the application including status reports of the individual Project Proponents.

Task 2 – Meetings with Project Proponents

Consultant will schedule a joint virtual meeting with all Project Proponents and SAWPA staff to outline the overall timeline for application development, including dates for the Project Proponents to prepare a complete draft and final application to the Consultant with enough time for editing, incorporating feedback, and final submittal; discuss roles, responsibilities and expectations; provide the Project Proponent with a detailed project tracking sheet that will outline each component of the application as it relates to needed information or that will be generated, and deadlines for each.

Soon after the joint virtual meeting, the Consultant will schedule individual virtual meetings with each of the Project Proponents. At each initial Project Proponent meeting, the Consultant will

share a schedule a series of coordination meetings and identify a point person representing the Project Proponent for clear communication in between meetings to streamline the process and ensure that information is gathered in a timely manner and efficiently incorporated into the grant application.

Task 3 – Grant Application Compilation

Consultant will work with SAWPA and the Project Proponents to compile an application that will effectively demonstrate the need and importance of each project in achieving the Region's goals as laid out in SAWPA's OWOW Plan Update 2018 and in contributing to DWR's statewide priorities. Consultant will use a checklist to track all items needed from the Project Proponents. The draft and final application shall include all the necessary documentation and narratives that reflect the DWR Proposal Solicitation Package (PSP): https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/IRWM-Grants/Files/Prop-1-Implementation/Round-2/Accessible-Implementation-Grant-Proposal-Solicitation-Package-v2.pdf

Consultant will make sure that materials for each project are internally consistent, accurate, and articulated. Consultant will conduct the following items to submit a complete, comprehensive, and competitive application:

<u>Sub-task 3.1 Information Gathering.</u> Consultant will work closely with each Project Proponent to acquire all necessary project information, including a detailed budget, timeline, and scope of work. Consultant will synthesize information and data required to generate thorough, complete, and technically competent application material for each project individually and for the application as a whole.

<u>Sub-task 3.2 Application Compilation and Editing.</u> Consultant will synthesize and edit information and data required to generate thorough, complete, and technically competent application material for each project individually and for the application as a whole. This includes generating disadvantaged community, economically distressed area, and other attachments as required. Prior to submitting the application to SAWPA for review, the Consultant will format and edit the overall application, so it has a consistent structure.

<u>Sub-task 3.3 Application Finalization</u>. Once draft application package comments are received from SAWPA, Consultant will prepare a final application for submittal, verifying that the exact application specifications are met, including page limit, font size, format, file size, file naming convention, and inclusion of all required documents and certifications. Consultant will submit the final application through the DWR GRanTS database by January 30, 2023 using login information provided by SAWPA.

Task 4 – Grant Application Follow-Up

Consultant will stay in contact with SAWPA as needed during their application review. Consultant will be available to answer any questions and provide any necessary follow-up material that may be requested by DWR as well as stay abreast of any changes in the review and associated award timeline.

EXHIBIT B FEES

Task	Task Name	Total Budget (Labor & Materials)	Associated Labor Hours	Associated Material Expenses*
1	Kick Off Meeting with SAWPA and Overall Project Management	\$8,980	40	NA
2	Meetings with Project Proponents	\$24,750	150	\$1,000
3	Grant Application Compilation	\$44,800	280	\$200
4	Grant Application Follow-Up	\$2,300	10	NA
	Totals	\$80,830	480	\$1,200

^{*}Included in the Total Budget column. Reflects non-labor related costs.

EXHIBIT C SCHEDULE

Associated Task	Schedule Milestone	End Date
1	Overall Project Management	3/31/2023
•	Overall 1 10jost Management	0/01/2020
1	Kickoff Meeting	10/6/2022
2	Meetings with Project Proponents	10/28/2022
3	Draft Application to SAWPA	12/1/2022
3	SAWPA sends Dudek Feedback on Application	12/9/2022
3	Final Application due to SAWPA	1/15/2023
3	Final Application to DWR	1/30/2023
4	Follow Up with DWR	3/31/2023

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COMMISSION MEMORANDUM NO. 2022.68

DATE: October 4, 2022

TO: SAWPA Commission

SUBJECT: Santa Ana River Watershed Weather Modification Pilot Program

Operations Consultant

PREPARED BY: Mark Norton P.E., Water Resources & Planning Manager

(This item is subject to the provisions of Project Agreement 25)

RECOMMENDATION

Receive and file.

DISCUSSION

On July 19th the SAWPA Commission authorized a task order with North American Weather Consultants (NAWC) to commence the preparation for future operations of the pilot project. This project is a four-year project spanning four winter seasons (November 15 - April 15). The proposed work is based on past work prepared by the NAWC feasibility study, ground seeding site analysis, CEQA, and concurrent validation and stormwater capture analysis. The focus of the pilot is on seeding the four mountain ranges or target areas surrounding the watershed with an emphasis on increasing snow and rain precipitation.

As part of the preparation work to install the 15 ground seeding units across the watershed, NAWC was tasked to execute site operator agreements with all the agencies and private parties that they had previously contacted as part of an earlier site survey for the seeding units. A total of eight water agencies and two private landowners were identified and preliminarily contacted to ensure future operations in January 2022. The actual local site operation agreements were not executed at that time since NAWC was not awarded the contract to commence this work until late July 2022.

Work by NAWC commenced immediately on the necessary equipment ordering and outreach to the water agencies and local parties with the optimistic goal to have all site operation agreements executed and equipment installed for the kickoff of the seeding pilot in November 2022. However, a number of changes and delays have occurred resulting in the weather modification pilot start to be deferred to November 2023.

The decision to reschedule the start of the cloud seeding was based on a review of project targets established to meet the November 2022 schedule. Specifically:

- **Lease Agreements.** Execution of seeding site agreements with participating agencies require more time than anticipated, including scheduling board approvals where needed.
- **Operations.** Questions arose by several agencies regarding the operations of the seeding units. Additional time is needed to address operations for these units.
- **Propane Tanks.** Propane tanks of the appropriate size have been in short supply since 2021 and securing tanks for installation was in question.

Since the NAWC contract was signed in late July, SAWPA staff has held weekly progress meeting with NAWC to monitor progress and assist with the execution of the agreements. SAWPA was mindful that getting all ten seeding site agreements executed within a two and a

half month time would be a challenge. Based on a review of the critical path items, it was determined that the October 15th deadline to start the pilot this year could not be achieved.

A delay of the pilot project to November 2023 rather than November 2022 will not impact costs of the original project and NAWC has indicated there will not be any additional funding requested due to the postponement of the start of the pilot. In fact, the delay of the start to November 2023 will also coincide better with the two grants that are being applied to support the pilot and validation protocol. The grant award contract for the Proposition 1 IRWM Round 2 project grant for 50% of the project costs is not expected to be available from DWR until October 2023. The US Bureau of Reclamation grant for the Validation Protocol is not anticipated to be available until late February 2023. All costs to date have been covered by local funding from SAWPA member agencies and the local water agencies who committed funds for the four-year pilot project.

Work will continue to ensure all ten agreements are executed recognizing that many may take several months before Board approval. It is likely that the 50% grant funding will be awarded from the Prop 1 IRWM Round 2 grant program. The Weather Modification Pilot project was ranked as the highest ranked project among all 24 projects seeking Prop 1 IRWM Round 2 funding.

The next action to be brought to the SAWPA Commission will be the contract with the Desert Research Institute for the pilot validation. This item will be scheduled for SAWPA Commission consideration on October 18, 2022. The additional time will allow the greater preparatory time for the validation task preparation.

CRITICAL SUCCESS FACTORS

- Successful implementation of an integrated regional water resource plan that reflects the watershed management needs of the public and the environment.
- Data and information needed for decision-making is available to all.

RESOURCE IMPACTS

The CEQA program, the ground seeding site analysis, and staff time for conducting the preparation work were included in the SAWPA FY 2021-22 Budget using surplus carry over funding available from Fund 370-01. The funding needed for the first year of work was funded by invoices sent to each SAWPA member agencies for \$28,100 per member agency in July 2022 and from SAWPA Fund 100 General Fund Reserves per the Inter-Fund/Inter-Project Loan Policy. Funds loaned will be reimbursed by a future DWR IRWM Grant. Cost share funding from local agencies were also billed in July 2022 as well. All future operations costs will be budgeted and reflected in the FYE 2023-24, FYE 2024-25 and FYE 2025-26 SAWPA Budgets.

Attachments:

1. PowerPoint Presentation



Santa Ana Weather Modification Pilot – Status Report

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



Recommendation

Staff recommends that the SAWPA Commission receive and file this status report on the Santa Ana River Watershed Weather Modification Pilot Project.

Operations Consultant Award

- Contract awarded on July 19th by SAWPA Commission:
 - North American Weather Consultants (NAWC), Sandy, UT (\$1,061,912)
- A General Services Agreement and Task Order signed on July 25, 2022
- Kickoff meeting held on August 1, 2022



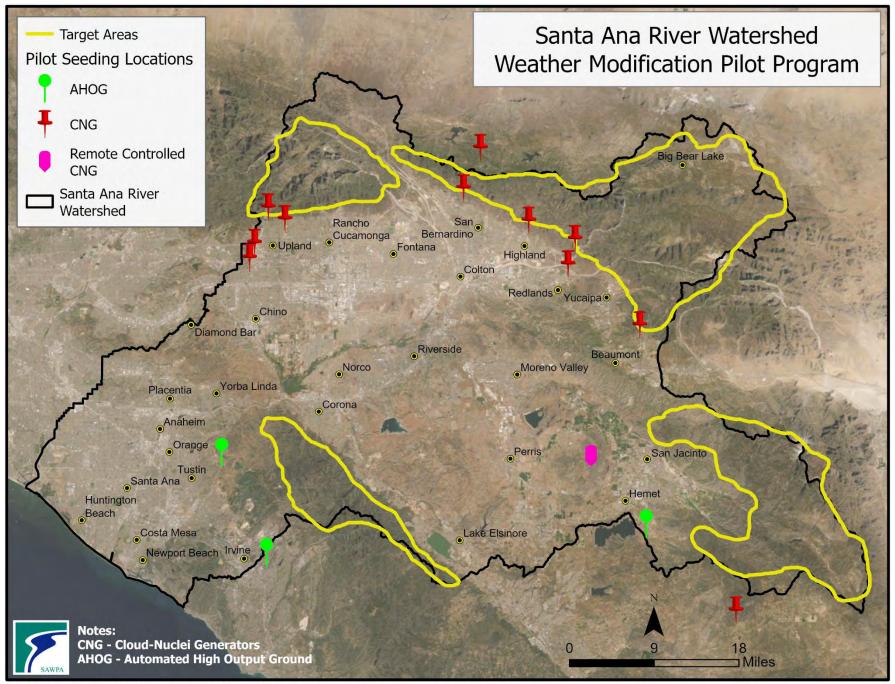


Operations Scope of Work

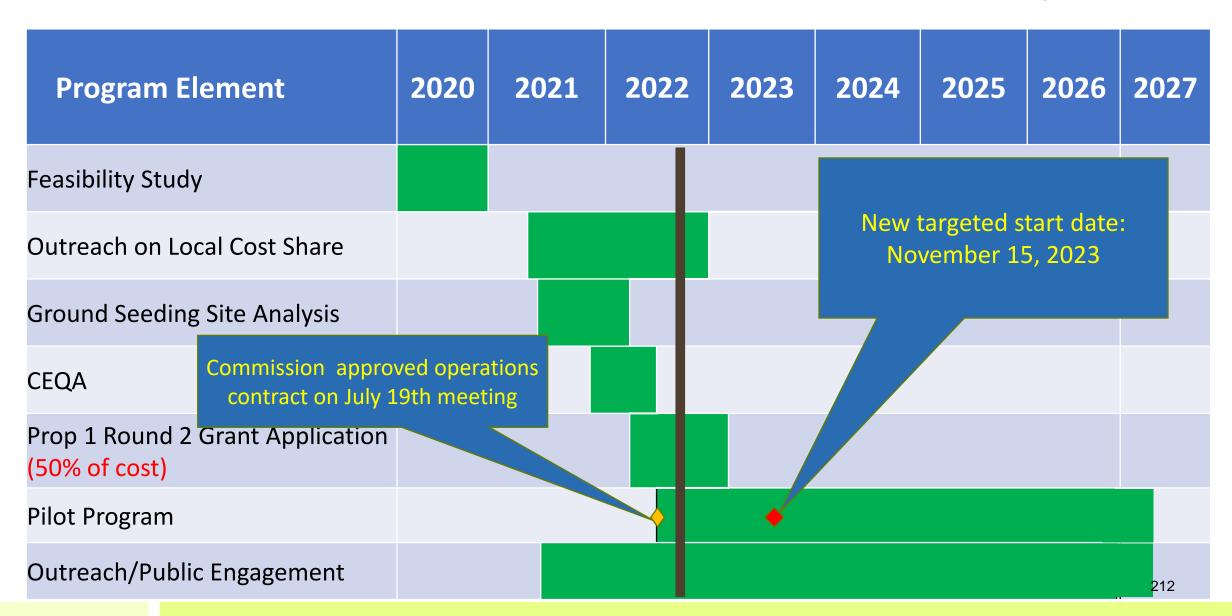
- Task 1 Project Management and Administration
- Task 2 Program Personnel
- Task 3 Installation
- Task 4 Land Lease/Operation Agreements
- Task 5 Operations
- Task 6 Equipment Maintenance
- Task 7 Reporting & Invoicing
- Task 8 Schedule

Duration: Four years over annual winter periods (Nov. 15 – Apr. 15)





Santa Ana River Weather Modification Pilot Project



Pilot Project Seeding Start Rescheduled to Nov. 2023

The decision to reschedule the start of cloud seeding was based on a review of project targets established to meet the Nov 2022 schedule. Specifically:

- 1. Lease Agreements. Execution of seeding site agreements with participating agencies require more time than anticipated, including scheduling board approvals where needed.
- 2. Operations. Questions arose by several agencies regarding the operations of the seeding units. Additional time is needed to address operations for these units.
- 3. **Propane Tanks.** Propane tanks of the appropriate size have been in short supply since 2021 and securing tanks for installation was in question.

No additional costs are required for the November 2023 start date.

Proposition 1 Round 2 IRWM Implementation Grant Application - Status

- Application submitted for OWOW Call for Projects for Prop 1 Round 2 IRWM grant funding (50% of cost)
- SAWPA staff participated in Round 2 grant stakeholder budgeting and ranking process
- The Pilot was the top ranked project among 24 projects
- Next Step:
 - SAWPA staff will prepare detailed workplan, budget and schedule for DWR grant application due to DWR on Feb. 1, 2023.





Santa Ana River Watershed Weather Modification

- Pilot Validation

- Start delay has been discussed with Desert Research Institute (DRI)
- No additional costs are anticipated from the initial DRI \$155,000 estimate
- Additional time can be used for preparation of validation tasks
- General Services Agreement and Task Order will be brought to Commission for approval on October 18, 2022.





Recommendation

Staff recommends that the SAWPA Commission receive and file this status report on the Santa Ana River Watershed Weather Modification Pilot Project.