



SAWPA

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

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

This meeting will be accessible as follows:

Meeting Access Via Computer (Zoom)*:	Meeting Access Via Telephone*:
<ul style="list-style-type: none"> • https://sawpa.zoom.us/j/81893115584 	<ul style="list-style-type: none"> • 1 (669) 900-6833
<ul style="list-style-type: none"> • Meeting ID: 818 9311 5584 	<ul style="list-style-type: none"> • Meeting ID: 818 9311 5584
* Participation in the meeting via the Zoom app (a free download) is strongly encouraged.	

REGULAR COMMISSION MEETING TUESDAY, OCTOBER 18, 2022 – 9:30 A.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Marco Tule, Chair)

2. ROLL CALL

3. PUBLIC COMMENTS

Members of the public may address the Commission on items within the jurisdiction of the Commission; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

4. ITEMS TO BE ADDED OR DELETED

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.

A. APPROVAL OF MEETING MINUTES: OCTOBER 4, 20227
Recommendation: Approve as posted.

B. RESOLUTION ON CONTINUATION OF REMOTE COMMISSION AND COMMITTEE MEETINGS (CM#2022.69)15
Recommendation: Adopt Resolution No. 2022-16 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 October 23, 2022 to November 22, 2022 pursuant to Brown Act Provisions.

C. INFORMATION TECHNOLOGY SERVICES REQUEST FOR PROPOSALS (CM#2022.70)23
Presenter: Dean Unger
Recommendation: Direct staff to release a Request for Proposals (RFP) for Information Technology (IT) Services.

6. NEW BUSINESS

- A. [SANTA ANA RIVER WATERSHED WEATHER MODIFICATION PILOT PROJECT VALIDATION CONSULTANT \(CM#2022.71\)](#)61
Presenter: Mark Norton
Recommendation: Approve the General Services Agreement and Task Order No. DRI378-01 with Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute for an amount not to exceed \$155,000 for the independent validation of the Santa Ana River Watershed Weather Modification Pilot Project.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

- A. [CASH TRANSACTIONS REPORT – AUGUST 2022](#).....105
Presenter: Karen Williams
- B. [INTER-FUND BORROWING – AUGUST 2022 \(CM#2022.72\)](#)111
Presenter: Karen Williams
- C. [PERFORMANCE INDICATORS/FINANCIAL REPORTING – AUGUST 2022 \(CM#2022.73\)](#)117
Presenter: Karen Williams
- D. [PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, AUGUST 2022](#).....139
Presenter: Karen Williams
- E. [PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, AUGUST 2022](#)143
Presenter: Karen Williams
- F. [OWOW QUARTERLY STATUS REPORT: JULY – SEPTEMBER 2022](#)147
Presenter: Mark Norton
- G. [ROUNDTABLES QUARTERLY STATUS REPORT: JULY – SEPTEMBER 2022](#)153
Presenter: Mark Norton
- H. [GENERAL MANAGER REPORT](#)167
Presenter: Jeff Mosher
- I. [STATE LEGISLATIVE REPORT](#)173
Presenter: Jeff Mosher
- J. **CHAIR’S COMMENTS/REPORT**
- K. **COMMISSIONERS’ COMMENTS**
- L. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

8. CLOSED SESSION

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

9. ADJOURNMENT

PLEASE NOTE:

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

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

Declaration of Posting

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on October 11, 2022, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at SAWPA’s office at 11615 Sterling Avenue, Riverside, California.

2022 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

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

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

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 1/3/23 Commission Workshop 1/17/23 Regular Commission Meeting	February 2/7/23 Commission Workshop 2/21/23 Regular Commission Meeting
March 3/7/23 Commission Workshop 3/21/23 Regular Commission Meeting	April 4/4/23 Commission Workshop 4/18/23 Regular Commission Meeting
May 5/2/23 Commission Workshop 5/16/23 Regular Commission Meeting 5/9 – 5/11/23 ACWA Spring Conference, Monterey, CA	June 6/6/23 Commission Workshop 6/20/23 Regular Commission Meeting
July 7/4/23 Commission Workshop 7/18/23 Regular Commission Meeting	August 8/1/23 Commission Workshop 8/15/23 Regular Commission Meeting
September 9/5/23 Commission Workshop 9/19/23 Regular Commission Meeting	October 10/3/23 Commission Workshop 10/17/23 Regular Commission Meeting
November 11/7/23 Commission Workshop 11/21/23 Regular Commission Meeting 11/28 – 11/30/23 ACWA Fall Conference, Indian Wells, CA	December 12/5/23 Commission Workshop 12/19/23 Regular Commission Meeting

SAWPA COMPENSABLE MEETINGS

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

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	4:00 PM	LESJWA Board of Directors Mtg	CANCELLED
10/31/22	10:00 AM	Basin Monitoring Program Task Force Mtg	VIRTUAL/TELECONFERENCE
10/31/22	2:30 PM	Emerging Constituents Program Task Force Mtg	VIRTUAL/TELECONFERENCE

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

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

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**SAWPA COMMISSION
REGULAR MEETING MINUTES
OCTOBER 4, 2022**

COMMISSIONERS PRESENT

Marco Tule, Chair, Inland Empire Utilities Agency
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

None

**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,
Ian Achimore, Rick Whetsel, Sara Villa, Zyanya Ramirez, Dean
Unger, Alison Lewis

OTHERS PRESENT

Andrew Turner, Lagerlof, LLP; Joe Mouawad, Eastern Municipal
Water District; Nick Kanetis, Eastern Municipal Water District; Anne
Pandey, Inland Empire Utilities Agency; Jason Gu, Inland Empire
Utilities Agency; Ken Tam, Inland Empire Utilities Agency; Shivaji
Deshmukh, Inland Empire Utilities Agency; Christy Suppes, County
of Orange; Andrew McGuire, Orange County Public Works; Greg
Woodside, Orange County Water District; Kevin O'Toole, Orange
County Water District; Mona Sadek, San Bernardino County Flood
Control District; Craig Miller, Western Municipal Water District;
Mallory Gandara, Western Municipal Water District; Brooke Jones,
Yorba Linda Water District; Tom Lindsey, Yorba Linda Water District;
Wayne Miller, Yorba Linda Water District; Robert Ennis, City of
Riverside; Nicole Hemmans, City of Rialto; Thomas Crowley, City of
Rialto; Rachel Waite, Municipal Water District of Orange County;
Jane Gray, Dudek

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

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PUBLIC COMMENTS

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

4. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

5. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: SEPTEMBER 20, 2022

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

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

6. NEW BUSINESS

A. INFORMATION TECHNOLOGY SERVICES REQUEST FOR PROPOSALS (CM#2022.64)

Dean Unger provided a presentation on the Information Technology (IT) Services Request for Proposals (RFP), contained in the agenda packet on pages 15-20. Accent Computer Solutions has been SAWPA's Managed Service Provider (MSP) since 2009. RFPs were issued in 2009, 2014, and 2018, it is in SAWPA's best interest to prepare and issue an RFP in order to evaluate current costs being assessed, and overall IT services being rendered at this time. With Commission's approval, an RFP will be prepared, and will be brought back for Commission review and approval to release the RFP with a recommendation of vendor selection to Commission on December 6. Commissioner Hayes asked if a security audit has been done. Mr. Unger noted that a daily audit test is done internally, but not with a third party, though it is something that can be done this coming year with the new vendor.

MOVED, to direct staff to prepare a Request for Proposals for Information Technology Services.

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

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

Ian Achimore provided a presentation on the Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Project Approvals, contained in the agenda packet on pages 27-77. Mr. Achimore informed the Commission that this presentation was provided to the OWOW Steering Committee on September 22, and the Committee recommended that the Commission approve the OWOW Portfolio of ten (10) projects to receive Proposition 1 IRWM Round 2 grant funding and 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. Director Brenda Dennstedt, member of the Steering Committee asked for the definition and breakdown of "New Water" and "Revised Water" that the proposed projects are providing. "New Water" is water from a source that was not in use prior, and "Revised Water" is 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. Due to DWR's grant application requirements, SAWPA is 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; 1) Shamrock and Meridian Septic to Sewer Conversion, and 2) City of Rialto Recycled Intertie.

The top ten (10) OWOW ranked projects and a grant funding allocation using the ranking process are shown in the table below. Mr. Achimore provided a brief overview of all the top projects that are being recommended by the Steering Committee.

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 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. Christy Suppes of County of Orange provided a presentation of the three (3) projects that were selected through the North Orange County IRWM group process and are shown in the table below.

Project Name	Project Lead	Grant Award	Total Cost
North Orange County - General Implementation 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

If approved by the Commission, SAWPA staff will work with the ten (10) projects (and the North Orange County projects) to submit a final application to DWR by their deadline of February 1, 2023. There was no discussion.

MOVED, to 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 requirements and thus be included in the Round 2 List of Projects to receive Grant Funding.

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

C. OWOW PLAN AMENDMENT (CM#2022.66)

Ian Achimore provided a presentation on the OWOW Plan Amendment, contained in the agenda packet on pages 107-115. 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 OWOW Plan Update 2018 describes the process for adding new projects to the plan, 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.

SAWPA staff has analyzed “plan only” projects and they comply with the OWOW Plan Update 2018. There was no discussion.

MOVED, to 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.

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

D. GRANT APPLICATION CONSULTANT APPROVAL (CM#2022.67)

Ian Achimore provided a presentation on the Grant Application Consultant Approval, contained in the agenda packet on pages 123-128. The Grant Application Support for Integrated Regional Water Management Program Request for Proposals (RFP) closed September 22, and two proposals were received and rated by SAWPA staff using the RFP criteria. The two (2) firms were Dudek and Larry Walker Associates. 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. SAWPA has also utilized the same Dudek team of individuals for its Proposition 1 Round 1 application. Dudek proposed edits to the General Services Agreement under Section 4.05 regarding liability; SAWPA’s Legal Counsel has reviewed the added language and is acceptable. The total cost of the Dudek proposal is well within SAWPA’s adopted budget for a Proposition 1 Round 2 grant writing consultant. There was no discussion.

MOVED, to 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.

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

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

Mark Norton provided a presentation on the Santa Ana River Weather Modification Pilot Status Report, contained in the agenda packet on pages 207-216. On July 19, the SAWPA Commission authorized a task order with North American Weather Consultants (NAWC) to commence the preparation for future operations of the Santa Ana River Weather Modification Pilot Program (Pilot project). This pilot project is a four-year project spanning four (4) winter seasons (November 15 - April 15). 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. 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.

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 (10) 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. SAWPA staff will prepare a detailed workplan, budget, and schedule for DWR grant application due to DWR on February 1, 2023. There was no discussion.

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

7. INFORMATIONAL REPORTS

Recommendation: Receive for Information.

A. CHAIR'S COMMENTS/REPORT

Chair Marco Tule commended SAWPA staff on all their efforts.

B. COMMISSIONERS' COMMENTS

There were no Commissioners' comments.

C. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

There were no Commissioners' request for future Agenda items.

8. CLOSED SESSION

There was no closed session.

9. ADJOURNMENT

There being no further business for review, Chair Marco Tule adjourned the meeting at 10:35 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, October 18, 2022.

Marco Tule, Chair

Attest:

Sara Villa, Clerk of the Board

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COMMISSION MEMORANDUM NO. 2022.69

DATE: October 18, 2022

TO: SAWPA Commission

SUBJECT: Resolution on Continuation of Remote Commission and Committee Meetings

PREPARED BY: Jeff Mosher, General Manager

RECOMMENDATION

That the Commission consider adopting Resolution No. 2022-16 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 October 23, 2022 to November 22, 2022 pursuant to Brown Act Provisions.

DISCUSSION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CRITICAL SUCCESS FACTORS

None.

RESOURCE IMPACTS

None.

Attachments:

1. Resolution No. 2022-16

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RESOLUTION NO. 2022-16

A RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA) PROCLAIMING A STATE OF EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF ALL COMMISSION AND COMMITTEE MEETINGS OF SAWPA FOR THE PERIOD OCTOBER 23, 2022 TO NOVEMBER 22, 2022 PURSUANT TO BROWN ACT PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) the expiration of thirty (30) days from the date this Resolution was adopted, as set forth below, or (ii) such time as the SAWPA adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the SAWPA Commission and standing committees of SAWPA may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED this 18th Day of October, 2022.

SANTA ANA WATERSHED PROJECT AUTHORITY

By:

Marco Tule, Chair

Attest:

Sara Villa, Clerk of the Board

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COMMISSION MEMORANDUM NO. 2022.70

DATE: October 18, 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 release 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

The RFP will be released upon Commission approval and vendors will have 30 days to respond and may submit questions up to November 7th. All vendors will receive all submitted questions and answers by November 10th. The proposals will be due by 5:00 p.m. November 18th. The IT staff will bring back its recommendations at the December 6th Commission meeting.

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
2. IT Services RFP and Attachments

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IT SERVICES RFP

SAWPA

RECOMMENDATION

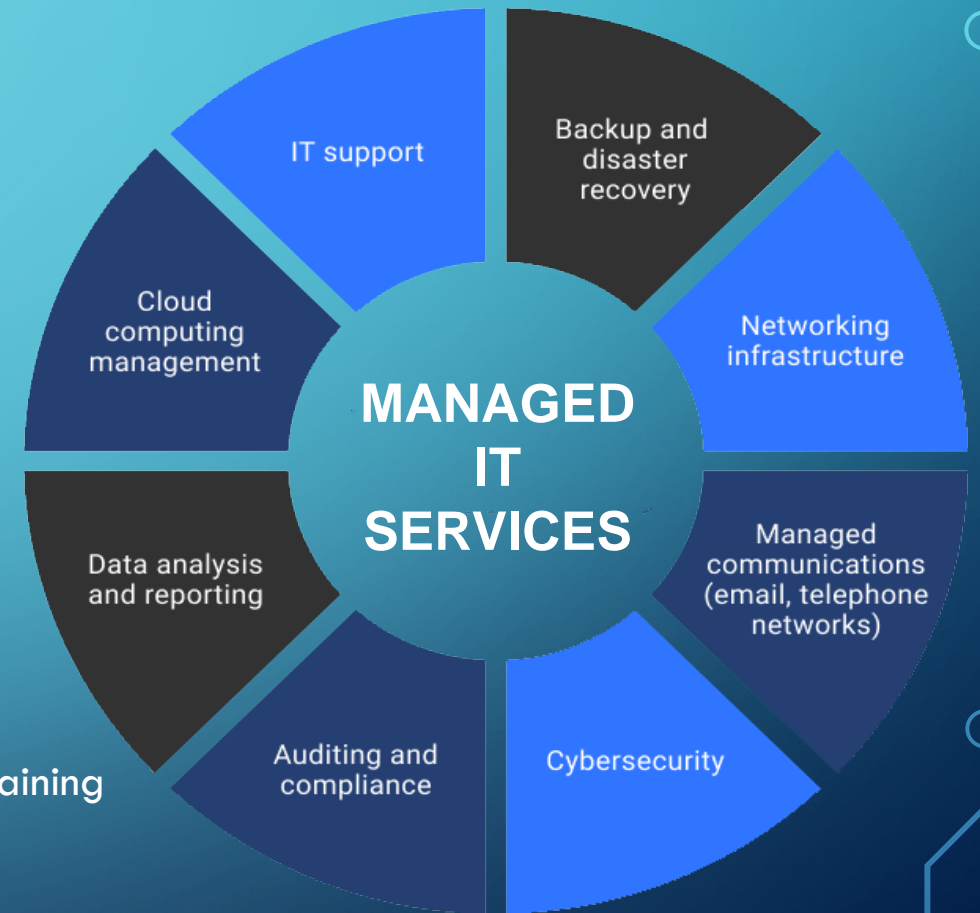
- It is recommended that the Commission direct staff to release a Request for Proposals (RFP) for Information Technology (IT) Services.

BACKGROUND

- A Managed Service Provider (MSP) has been used since 2004 to augment the Internal SAWPA IT staff
- Roles of the MSP are:
 - Provide higher level IT situations (server failure, network architecture, etc.)
 - 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



DESIRED MINIMUM QUALIFICATIONS KNOWLEDGE OF AND EXPERIENCE WITH: (HIGHLIGHTS)

- **Virtual desktop environments**, including characteristics, architecture, implementation, maintenance, and administration.
- **VMWare deployments**, VMWare Networking, VMWare Storage and analysis of vSphere log files.
- Office 365 environments, including characteristics, architecture, implementation, maintenance, and administration.
- **Watchguard / MFA** certifications – Network Security Essentials, Secure Wi-Fi Essentials and Multi-Factor Authentication Essentials
- **Standard operating systems** architectures, characteristics, commands and components applicable to environments used in SAWPA.
- **Network architectures** similar to the structure used in SAWPA, including theory and principles of design, integration, administration, topologies and protocols.
- Principles, practices and methods of **systems/network administration** and maintenance, including configuration, performance tuning and security.

VENDOR VALUE-ADD SERVICES EXPERIENCE AND ASSOCIATED CHARGES

- Technology Roadmap
- Solution design
- Network and email system monitoring
- Remote backup
- On-demand Technology Training
- Managed Cyber Security
- Procurement management
- Technical support, including remote user support
- Reporting and communication
- IT policy review and development
- Implementation planning and guidance
- On-site implementation of business applications

CERTIFICATES

- VCP, VCAP, Microsoft, Cisco or equivalent. Support staff should include personnel certified as a Network or Systems Engineer and/or Network or Systems Administrator.
- Watchguard Partner / Watchguard Certificates - Network Security Essentials, Secure Wi-Fi Essentials and Multi-Factor Authentication Essentials
- A Microsoft Gold-Certified partner.
- VmWare Partner

IT SERVICES RFP AND VENDOR SELECTION



RECOMMENDATION

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

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Santa Ana Watershed Project Authority



REQUEST FOR PROPOSALS INFORMATION TECHNOLOGY SERVICES

PROPOSALS DUE BY

Monday, November 21, 2022

BY 12:00 NOON PST

**REQUEST FOR PROPOSALS
FOR SANTA ANA WATERSHED PROJECT AUTHORITY
INFORMATION TECHNOLOGY SERVICES**

The Santa Ana Watershed Project Authority (SAWPA) is inviting responses to this Request for Proposals (RFP) for Information Technology Consulting and Support Services. A detailed Request for Proposals outlining the submittal requirements and scope of services is attached for your reference and information. Proposals will be accepted until **12:00 Noon PST on Monday, November 21, 2022.**

Proposals must be submitted and uploaded onto Planet Bids at: <https://pbsystem.planetbids.com/portal/52676/portal-home> as a complete electronic/PDF file by the date and time herein above set forth, along with the Fee Proposal, which shall be submitted as both a PDF and Microsoft Excel file and uploaded as General Attachments. SAWPA will not accept hand-delivered proposals. **Proposals received after the above specified date and time WILL NOT be accepted.**

A non-mandatory pre-proposal meeting will be held via Zoom at 1:30 p.m. PST on October 25, 2022, attendance is highly encouraged. Please e-mail Sara Villa at svilla@sawpa.org to get the link for the meeting. No site visit will take place.

Prospective Offerors are required to put all RFP questions, clarifications, or comments through PlanetBids' Q&A system at: <https://pbsystem.planetbids.com/portal/52676/portal-home> and/or in writing to Dean Unger, Information Technology Manager (dunger@sawpa.org). Questions, clarifications, or comments must be received no later than November 11th at 4:00 p.m. PST. The Offerors must verify that SAWPA received the e-mail transmission.

REQUEST FOR PROPOSALS

SAWPA

IT CONSULTING AND SUPPORT SERVICES

GENERAL INFORMATION

SAWPA was first formed in 1968 as a planning agency, and reformed in 1972 with a mission to plan and build facilities to protect the water quality of the Santa Ana River Watershed. SAWPA is a Joint Powers Authority, classified as a Special District (government agency) in which it carries out functions useful to its member agencies. The agreement formalizing the current agency was signed in 1974 and went into effect in 1975.

SAWPA is located in Riverside, California, approximately in the geographic center of the watershed. The population in the Santa Ana River Watershed is one of the fastest-growing regions in the State. Since its formation, SAWPA has grown in capability to become one of California's leading regional water agencies. The watershed, and the State as a whole, are facing many challenges in ensuring that there is sufficient, high-quality water for the ever-growing population of the region. SAWPA works with planners, water experts, design and construction engineers, and other government agencies to identify issues and solutions, and then uses innovation to resolve many water-related problems.

SAWPA works with legislators to ensure there are useful laws regarding water resources, with funding sources to ensure the completion of necessary projects; with planners to ensure adequate water supply in the future; with regulators to ensure safe, clean water; and, with all other stakeholders, including the concerned public, to build collaborative, regional solutions to meet the area's water needs. To learn more about SAWPA please visit www.sawpa.org.

SAWPA is interested in contracting with an experienced information technology services firm for various systems support and maintenance, as well as ad hoc IT projects and execution. The required services and performance conditions are described in the Scope of Services.

BACKGROUND

SAWPA is technologically advanced and focused on utilizing efficient and cost-effective means to provide support and information to its staff and the watershed agencies. These efforts are supported from two locations, the main location at 11615 Sterling Avenue, Riverside California and a ¼ mile down the street at 11671 Sterling Avenue, Unit I, Riverside, California (BLOC). The Department of Information Systems and Technology is responsible for managing the Information Technology (IT) services at SAWPA as well as IT strategic planning and coordination between various departments. SAWPA's entire "hands-on" IT staffing consists of a network Analyst, GIS Manager, and a IS manager.

The systems infrastructure at SAWPA consists of 3 physical servers that host 10 virtual servers and the VMware Horizon View VDI environment. A majority of the users are on Dell Desktop PC with Windows 10. Approximately four Dell laptops are shared and kept updated in anticipation of checking out for offsite meetings. The number of total users supported is approximately 30 and may grow during the length of the contract term.

Users at SAWPA have roaming profiles, are set up with static images in the virtual desktop environment, organized into groups based on software needs. Offsite users connect thru Watchguard VPN with MFA enabled. All users are on Windows 10 and utilize multiple applications vital to ongoing operations. Many applications are server based with client access via the network. Essential applications include Microsoft Dynamics Great Plains financial software, Adobe products, OnBase, for document archiving, ESRI GIS software, Microsoft Office 365, and iPACS for Engineering.

SAWPA's network infrastructure connects the aforementioned systems internally via three switches and to the internet through a firewall. SAWPA has seven printers accessible throughout the network that are primarily Konica Minolta and HP. Two machines are multi-function printer/scanner/copiers, two desktop printers, and four others are localized desktop printers for departmental usage. In addition, an APC unit that provides battery backup and surge protection is also included in the network.

Other services required to be performed by SAWPA's IT service provider include domain services, backup services, security, VPN management and remote access setup. All software and applications provided by a third-party vendor (OnBase, Microsoft Dynamics Great Plains,) include a maintenance and support agreement; however, SAWPA's IT managed service provider will be required to support these vendors during occasional upgrades, migrations, integration and management projects.

SAWPA's service call history is 400 service requests annually and 3 to 4 special projects such as third party software upgrades, new equipment install support and special configuration support requests.

Schedule

October 18, 2022 – Issue Request for Proposals

October 25, 2022 – Pre-proposal Meeting (1:30 p.m.PST)

November 21, 2022 – Proposals Due (12:00 Noon PST)

November 28, 2022 – Interview panel Conducts Interviews of Top Proposing Firms

December 6, 2022 – Recommend Award

December 7, 2022 – On Boarding Discussion Begins

Proposal Instructions and Conditions

Pre-Contractual Expenses - Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:

- Preparing a proposal in response to the RFP
- Submitting that proposal to SAWPA
- Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement
- Any other expenses incurred by the prospective bidder prior to the date of an executed contract

SAWPA will not, in any event, be liable for any pre-contractual expenses incurred by any prospective bidder. In addition, no prospective bidder shall include any such expenses as part of the price proposed to perform the requested services.

Authority to Withdraw RFP and/or Not Award Contract – SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

Right to Reject Proposal – SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm, which, in the opinion of SAWPA, is best qualified to perform the services and represents the best value and effectiveness.

Discrepancies in Proposal Documents – Should prospective firms find discrepancies in, or omissions from the RFP, or if the intent of the RFP is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.

Oral Statements - SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.

Conflict of Interest – The Consultant shall review their past, current or proposed work with agencies or firms having a significant interest in the Information Technology Services to verify a conflict of interest or the appearance of a conflict will not occur.

SCOPE OF SERVICES

GENERAL CONDITIONS

The scope of services, as may be modified through negotiation and/or by written addendum issued by SAWPA, will be included in the Agreement. The term of the Agreement is expected to be a four-year term. SAWPA shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term.

SAWPA's Information Technology (IT) environment encompassing the following:

- Systems infrastructure
 - Physical and Virtual Servers
 - VMWare Horizon View VDI Environment
 - Workstations
 - Devices
 - Applications
- Network infrastructure
 - Switches and Firewalls
 - Internet and Wi-Fi
- Other Infrastructure Services
 - Domain services
 - Email services
 - Backup and Replication services
 - Security
 - Remote access
 - WordPress services
 - Third party software and application support

Consultant will support SAWPA's systems infrastructure, network infrastructure, and other services at the primary location as well as at secondary location. The separate secondary location at the BLOC consisting of one printer and three laptops.

Proposals shall include, but not be limited to, the following services and materials:

- On-site support for an average of four (4) hours, once a week, or more as necessary (main location only).
- Unlimited Telephone and Email technical support during normal business hours (7:30 a.m. to 5:30 p.m., local time, Monday through Friday).
- After-hours support, including weekends for critical system upgrades that may conflict with operations during normal business hours.
- Process and system to report and track service requests.
- Provide an initial network security assessment with security recommendations
- Provide an initial systems analysis and recommendation report
- On-call support with response times according to the following schedule:
 - P1 Emergency 1 hour
 - *An emergency situation with a severe overall impact; defined as a loss of network, server, or email function.*
 - P2 High 2 hours
 - *A high priority incident has a moderate business impact or high personal impact such as a critical application not working or workstation hardware failure.*
 - P3 Medium 8 hours
 - *A medium priority incident has a lower business impact or moderate individual impact such as failing backups, printing issues or application instability. Incident may represent a service disruption or data loss if not addressed within service time frame.*
 - P4 Low 48-72 hours or at a time scheduled/agreed upon by SAWPA
 - *The incident has a low business or individual impact such as minor printer problems, application installations, or other tasks that can be scheduled for the most convenient time without creating a disruption.*
 - P5 Very Low 5 business days or at a time scheduled/requested by SAWPA
 - *Incident has no productivity or service level impact, however, the issues should be corrected. The incident may require information from the user, client, or hardware from a vendor.*

The duties listed below are intended only as illustrations of the various types of work that may be required. The omission of specific statements of duties does not exclude them from the scope if the work is similar, related to, or a logical assignment to the class.

PRIMARY SERVICES

Scope of Work includes systems administration functions for SAWPA's virtualized environment, including three physical servers, ten hosted virtual servers, approximately 40 static images hosted on the virtual desktop environment and desktops outside of the virtual environment. Other systems administration functions include system-level security procedures and protocols; establishment and maintenance of user accounts and the assignment of file permissions; installation, upgrades, configuring, testing, maintenance and support of operating system software in the current environment; review of performance logs and monitoring of system performance; troubleshooting and resolving system hardware, software and communications problems; performing configurations and adjustments to enhance database file capacity; performing automated and manual backup and restore processes.

All system files will be replicated and backed up on a daily basis. Backups are located in the cloud as well as a local drive. Consultant shall ensure that all backup processes are scheduled and performed successfully and that backup media is accessible and files can be restored.

Consultant should have the knowledge and ability to install, configure and upgrade vCenter Server and VMware, configure vSphere Networking and vSphere Storage, and administer VMs and vApps. Perform basic troubleshooting and alarm management for VMware hosts and VMs. Consultant will be required to plan, implement, manage and maintain complex vSphere deployments; configure, manage and analyze vSphere log files; execute VMware cmdlets and customize scripts using PowerCLI.

Consultant will provide workstation and applications support including installing thin clients, PC's, laptops, printers, peripherals, scanners, copiers, and office automation software; diagnosing and correcting desktop application problems; configuring static images and user profiles; and identifying and correcting end user hardware and software problems. On-site troubleshooting and support will be required for workstations and users as needed. Consultant, in conjunction with Financial Services, will also administer SAWPA's software licensing and hardware warranties.

Network administration functions include the maintenance of network functionality and the installation, upgrade, configuration, integration and troubleshooting of network devices and software; internet and intranet support; optimization of available hardware and software for peak network performance and functionality; firewall administration (Cisco) and network security including virus protection and spam filtering (Office 365). Consultant will also maintain SAWPA's wireless internet configurations.

Consultant will provide strategic planning and oversight of SAWPA's IT services and contribute to the development and implementation of long-term plans, goals and

objectives to achieve SAWPA's technology priorities. Consultant will also recommend new or revised IT policies, procedures and standards given expertise and industry standards. Consultant will research and recommend solutions for technology needs, compatible with SAWPA's IT architecture, infrastructure and resource constraints, and solicit quotes for recommended products and vendors.

Consultant will evaluate SAWPA's hardware and software needs on a regular basis and recommend replacement of equipment and software as identified. Consultant will deploy, maintain and repair or coordinate the repair of hardware and devices.

Consultant will review the current power supply system and provide recommendations to ensure servers and data are protected against power surges and/or unscheduled power shut downs.

Consultant, in conjunction with Information Systems and Technology staff, will maintain the technology inventory database and ensure all new computer equipment is initialized and tagged.

Consultant will perform an annual Technology Audit and provide documentation to SAWPA IT staff. The Technology Audit document should include the current environment infrastructure, completed projects, and prioritized recommendations for subsequent periods. Consultant will provide a system to record and track service requests, generate historical reports and grant SAWPA access for review.

ADVISORY SERVICES

The following services should also be provided to SAWPA in addition to the primary services identified above.

Conduct a business process review to identify and evaluate current systems including operating systems and/or network software, hardware, methods and techniques to improve systems/network reliability and performance.

Review and recommend backup solutions to ensure reliability of data in the event of an emergency or other data loss.

Conduct quarterly governance meetings with identified SAWPA staff, compare recent trends and developments in the computing environment; and review networking and multiplatform communication technologies to improve user productivity.

Install, configure and test software packages; provide user support, conduct or coordinate user software training and provide instructions for hardware usage. Work with SAWPA IT staff to formulate technology solutions and ensure the effective safeguarding and sharing of enterprise data.

Plan and coordinate the migration to new technologies, if endorsed.

Provide back-end support and training for custom report generation using crystal reports software or an equivalent software.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of and experience with:

Virtual desktop environments, including characteristics, architecture, implementation, maintenance, and administration.

VMWare deployments, VMWare Networking, VMWare Storage and analysis of vSphere log files.

Office 365 environments, including characteristics, architecture, implementation, maintenance, and administration.

Watchguard / MFA certifications – Network Security Essentials, Secure Wi-Fi Essentials and Multi-Factor Authentication Essentials

Standard operating systems architectures, characteristics, commands and components applicable to environments used in SAWPA.

Network architectures similar to the structure used in SAWPA, including theory and principles of design, integration, administration, topologies and protocols.

Principles, practices and methods of systems/network administration and maintenance, including configuration, performance tuning and security.

Principles, methods and techniques for layout, installation, configuration, integration and operation of network systems, equipment, and devices.

Internet/intranet technologies, including firewall configuration and applicable database programming languages.

Principles and practices of systems analysis and design.

Methods and techniques for performing connectivity testing, network analysis and troubleshooting, including use of diagnostic tools and equipment.

Computer programming principles, techniques and procedures for business and technical system applications.

Basic project planning, prioritization and scheduling techniques.

Information Requirements: For the purposes of understanding more about your company and your ability to successfully fulfill this important SAWPA requirement, please provide the information below as part of your response, clearly referencing each specific question.

Corporate Information

1. Please provide a brief overview of your organization's involvement in providing IT

- a. value added services in the marketplace, specifically for local governments.
2. How long has the organization been in business & what is your current market share?
3. Indicate the number of employees in your organization. How many of those are
 - a. dedicated to account management and/or technical support? How many are fulltime vs. contract?
4. What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?
5. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
6. Please provide details of three current customer accounts that are similar in scope and requirements to those of SAWPA (local government is preferred).

Proposed Approach and Solution

1. Please provide a proposed work plan for a migration to your organization as a SAWPA preferred vendor. Specifically, provide the following information: Key activities; Timing; Information/resource requirements. Deliverables; and Key milestones, checkpoints, and other decision points.
2. Please identify the team (with bios) that will be assigned to the account and describe how you plan to interact with us and any third party providers that may provide services to SAWPA
3. Please describe your experience in providing the following value-added services:
 - a. Technology Roadmap
 - b. Solution design
 - c. Network and email system monitoring
 - d. Remote backup
 - e. On-demand Technology Training
 - f. Managed Cyber Security
 - g. Procurement management
 - h. Technical support, including remote user support
 - i. Reporting and communication
 - j. IT policy review and development
 - k. Implementation planning and guidance
 - l. On-site implementation of business applications

Support

1. Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
2. Please provide details and an example of your standard reporting capabilities.
3. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.

4. What options are available for user training and technical training that may be required by our staff?
5. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.
6. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?

Financials

1. Describe the pricing model(s) that you typically employ for your standard services.
2. Please indicate the charges associated with each of the following services, including the key driver of each cost and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.
 - a. Technology Roadmap
 - b. Solution design
 - c. Network and email system monitoring
 - d. Remote backup
 - e. On-demand Technology Training
 - f. Managed Cyber Security
 - g. Procurement management
 - h. Technical support, including remote user support
 - i. Reporting and communication
 - j. Implementation planning and guidance
 - k. On-site implementation of business applications
3. Do you offer service bundles and if so, describe the effect of this bundling on pricing?

LICENSES/CERTIFICATES/SPECIAL REQUIREMENTS

Certifications held should include VCP, VCAP, Microsoft, Cisco or equivalent. Support staff should include personnel certified as a Network or Systems Engineer and/or Network or Systems Administrator.

Watchguard Partner / Watchguard Certificates - Network Security Essentials, Secure Wi-Fi Essentials and Multi-Factor Authentication Essentials

A Microsoft Gold-Certified partner.

VmWare Partner

COMPENSATION

SAWPA's payment terms are net thirty days from the date invoices are received by SAWPA.

Exhibit "A"

Firm Summary Sheet

Firm Name:

Firm Parent or Ownership:

Firm Address:

Firm Telephone Number: Firm Fax Number:

Firm Website:

Number of years in existence:

Management Contact (person responsible for direct contact with the SAWPA and services required for this Request for Proposals):

Name:

Title:

Telephone Number:

Fax:

Email:

Project Manager (Person responsible for day-to-day servicing of the account):

Name:

Title:

Telephone Number:

Fax:

Email:

Types of services provided by the firm:

Exhibit "B"

SAWPA

CERTIFICATION OF PROPOSALS

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to SAWPA in accordance with the Request for Proposals (RFP), dated November 21st, 2022, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that SAWPA is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that SAWPA reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by SAWPA.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated November 21st, 2022
5. The proposal shall be valid for 90 days from November 21st, 2022.

Name of Firm:

By:
(Authorized Signature)

Print Name:

Title:

Date:

Exhibit "C"

SAWPA

**CONTRACTOR'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR INFORMATION TECHNOLOGY
CONSULTING AND SUPPORT SERVICES REQUEST FOR PROPOSALS**

Contractor agrees, acknowledges and is fully aware of the insurance requirements as specified in **Insurance Requirements in the General Services Agreement "Exhibit E"** of the Request for Proposals for Information Technology Consulting and Support Services, and accepts all conditions and requirements as contained therein.

Name of Firm: _____

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

This executed form must be submitted with the Certification of Proposals.

Exhibit "D"

SAWPA

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of SAWPA Council within the last twelve (12) months by the applicant and all of applicants, employees, including any employee(s) that applicant intends to assign to perform the work or services described in Agreement dated _____. If none, please state so:

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City: _____

State: _____

Date: _____

Name of Business Print Name: _____

Signature: _____

EXHIBIT "E"

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

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

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

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

ARTICLE II

SERVICES TO BE PERFORMED

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

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

ARTICLE III

COMPENSATION

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

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

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

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

ARTICLE IV

CONSULTANT OBLIGATIONS

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

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

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

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

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

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

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

4.04(b) If Claims Made Policies:

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

the Consultant must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

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

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

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

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

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

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

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

4.04(i) Subcontractors - Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA,

its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.

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

4.06 In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.07 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

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

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order

changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

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

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction

contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII

TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the

rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

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

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

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

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

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

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

Exhibit “F”

Services / Capabilities and Hourly Costs

Services	In-House Capable	Sub Contracted	Costs (Hourly)	Description	Additional Info
Network Administration / Server Maintenance and Notification / Scheduled Onsite Maintenance / 24 x 7 IT Tech Support / VMWare Support					
On Boarding Costs if applicable					
Watchguard / MFA support					
Cybersecurity Monitoring and support					
KnowBe4 support					
Office 365 support					
OnBase Support					
Microsoft Dynamics Support					
Multi Media Tech Support					
Additional Services					
On Site Staff (4 Hours per Week Dedicated)					
Projects					
Network Security Audit					
Hardware / Software Audit					

COMMISSION MEMORANDUM NO. 2022.71

DATE: October 18, 2022

TO: SAWPA Commission

SUBJECT: Santa Ana River Watershed Weather Modification Pilot Project - Validation Consultant

PREPARED BY: Mark Norton P.E., Water Resources & Planning Manager
(This item is subject to the provisions of Project Agreement 25)

RECOMMENDATION

It is recommended that the Commission approve General Services Agreement and Task Order No. DRI378-01 with Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute (DRI) for an amount not to exceed \$155,000 for the independent validation of the Santa Ana River Watershed Weather Modification Pilot Project.

DISCUSSION

On July 19th, the SAWPA Commission authorized an award of contract with North American Weather Consultants Inc. to conduct the SAWPA Santa Ana River Watershed Weather Modification Pilot operations. Work on the operations kicked off officially in early August 2022 and work is underway on the preparatory lease/operations agreements with local operating agencies, equipment fabrication, coordination activities and logistics by the consultant with the assistance of SAWPA staff support. The project is a four-year project spanning the four winter seasons (November 15 - April 15). The proposed operation work is based on past work prepared by the North American Weather Consultants feasibility study, updated seeding site analysis and reflects feedback from the CEQA and comments from SAWPA member agency staff and other stakeholders. The focus of the pilot will be on seeding the four mountain ranges or target areas surrounding the watershed with an emphasis on increasing snow precipitation. The pilot project is set to begin November 2023.

Validation

Another major component of the pilot project besides the operation is the validation of the project results by an independent research firm as directed by the SAWPA Commission. SAWPA staff sought three proposals from research firms with expertise in evaluation of weather modification projects in the U.S. Based on this evaluation and proposals received, SAWPA staff has recommended a contract be issued with the Desert Research Institute (DRI) in the future for this work. Their proposal has been shared and discussed with SAWPA member agency staff in detail and presented to the SAWPA Commission as information on August 16, 2022. Though other validation proposals including one which included state-of-the-art seed modeling was considered and evaluated, the costs for more sophisticated modeling were deemed cost prohibitive and more suited for pure research studies or weather modification feasibility evaluations, not pilot implementation validation. The DRI team reflects a thorough multi-prong science-based approach in evaluating relationships of target seeding to similar control mountainous and coastal regions and target runoff streamflow to control runoff streamflow. It also includes detailed snow chemistry analysis for the presence of silver from silver iodide in the anticipated target seeding areas. The total cost for the validation program is \$155,000 with the first 2-year cost being \$50,000 and \$35,000/yr for the four remaining years.

Staff has prepared a contract with DRI to commence their preparatory work in advance of the Santa Ana River Watershed Weather Modification Pilot project. With the start of seeding project to start now in November 2023, DRI can commence with one of tasks, pre-seeded snow chemistry sampling, as reflected under Task 2, this winter FY 22-23. The majority of the DRI work would commence once the actual pilot operations begin in November 2023.

The Desert Research Institute did request some minor edits to the standard SAWPA General Services Agreement and Task Order. These were reviewed by SAWPA legal counsel and considered acceptable. SAWPA staff recommends a task order and general services agreement be approved with the lead researcher, Mr. Frank McDonough of the Desert Research Institute.

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

All funding for the validation contract being brought to the Commission was included in the funding request made to the SAWPA Commission on July 19th. Invoices for the operations contract, validation contract and SAWPA management of this work for the first year have been prepared and sent to the SAWPA member agencies and the local water agencies in the watershed who provided funding commitments. All future operations and validation costs will be budgeted and reflected in the FYE 23-24, FYE 24-25, FYE 25-26 and FYE 26-27 SAWPA Budgets.

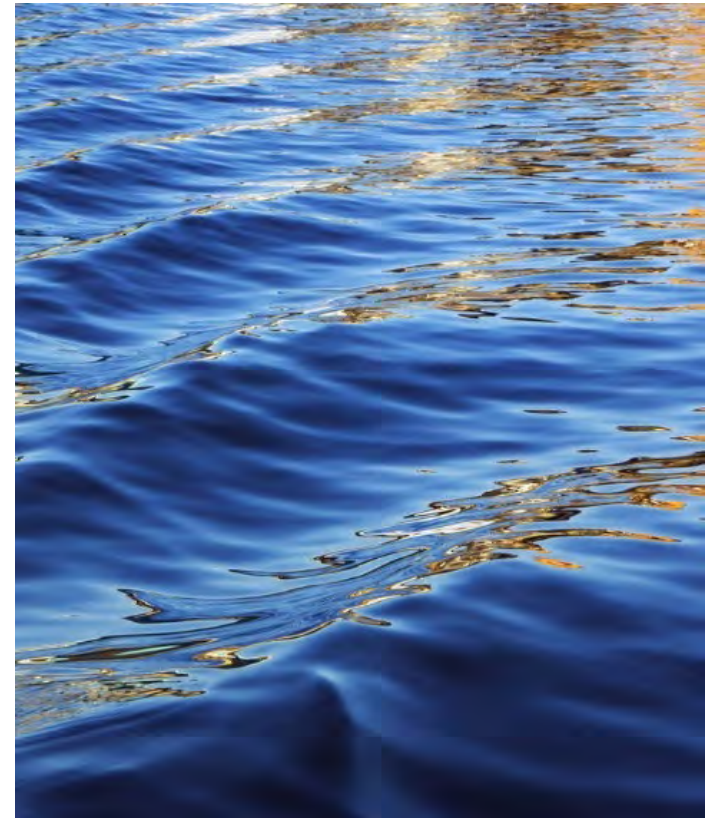
Attachments:

1. PowerPoint Presentation
2. General Services Agreement (Track Changes)
3. General Services Agreement and Task Order



Santa Ana Weather Modification Pilot – Validation Support

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



Recommendation

Staff recommends that the SAWPA Commission approve General Services Agreement and Task Order No. DRI378-01 with Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute (DRI) for an amount not to exceed \$155,000 for the independent validation of the Santa Ana River Watershed Weather Modification Pilot Project.

Procurement of Cloud Seeding Validation Services

- Validation efforts are specialized and are research-oriented nature
 - Four research organizations were identified that have weather modification validation capabilities
- The four organizations that provided proposals are:
 - Desert Research Institute, Reno, NV
 - Utah Climate Center, Utah State University, Logan, UT
 - NCAR Research Applications Laboratory, Boulder, CO
 - Scripps Institution of Oceanography at UC San Diego CA
- Desert Research Institute proposal was considered most responsive and cost effective for Santa Ana Watershed weather modification pilot
- DRI proposal was reviewed and discussed in detail with SAWPA member agency planning staff



Desert Research Institute Reno, NV



- Research institution part of the Nevada System for Higher Education
- Staff of 400+ scientists conduct research on 300 projects
- Research topics include:
 - Global climate change
 - Water quality and availability
 - Air quality
 - Sustainability of desert lands
 - Life in extreme environments



Validation Plan for SAWPA seeding pilot

- Discussion of the proposal tasks were provided to the SAWPA Commission on August 16, 2022 by Frank McDonough, Research Meteorologist of Desert Research Institute
- Scope entails the following tasks:
 - Task 1 – Score the seeding program. Review all of the storms crossing the area during operational winter and assess the cloud seeding operations
 - Task 2. Targeting assessment using snow chemistry
 - Task 3. Calculating the seeding snow water equivalent or rainfall increases for each of the seeded storms
 - Task 4. Precipitation, Full Seasonal Target-Control Evaluations
 - Task 5. Streamflow Analysis Target-Control Evaluation
- Includes Annual Reports and Presentations after each winter season analysis



Santa Ana River Watershed Weather Modification – Pilot Validation

- Nov. 2023 seeding start 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
- Task 2 Snow Chemistry will involve sampling in winter year 22-23 and winter year 23-24.



Proposed Edits to General Services Agreement

- Suggested revised text to General Services Agreement is shown in track change mode and attached to Commission memo.
- SAWPA's counsel has reviewed these requested edits and considered acceptable.



Recommendation

Staff recommends that the SAWPA Commission approve General Services Agreement and Task Order No. DRI378-01 with Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute (DRI) for an amount not to exceed \$155,000 for the independent validation of the Santa Ana River Watershed Weather Modification Pilot Project.



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

This Agreement is made this ___ day of _____, 20__ by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and **the Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute** ("Consultant") whose address is **2215 Raggio Parkway, Reno, NV 89512.**

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.
- 3. Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 5. Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,

Request that
N/A be added
to No. 2.

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

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

4.04(b) If Claims Made Policies:

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

Request that Nos.
2 & 3 remain silent.

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 **for the duration of the contract's period of performance**, except with notice to SAWPA.

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

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

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

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

4.05 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. To the extent **limited in accordance with Nevada Revised Statute (NRS) 41.0305 to NRS 41.039**, 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.

Consultant's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$200,000 per cause of action. SAWPA shall indemnify, defend, and hold harmless Consultant from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by SAWPA or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

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

5.01 SAWPA shall:

SAWPA OBLIGATIONS

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 **mediation**. **Mediation** shall be conducted by a neutral, impartial **mediation** service that the parties mutually agree upon, in accordance with its rules and procedures. The **mediator** must decide each and every dispute in accordance with the **laws of the State of Nevada**, and all other applicable laws.

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 **U.S. Department of Labor's Fair Labor Standards Act (FLSA)** and the applicable regulations promulgated there under. The applicable regulations of the **Fair Labor Standards Act**, 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 **41 U.S. Code 8102 Drug Free Workplace Act of 1988**.

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

**BOARD OF REGENTS OF THE NEVEDA SYSTEM OF
HIGHER EDUCATION ON BEHALF OF THE DESERT
RESEARCH INSTITUTE**

_ (Signature) Date

Typed/Printed Name

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

This Agreement is made this **18th day of October, 2022** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, CA, 92503 and the Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute ("Consultant") whose address is 2215 Raggio Parkway, Reno, NV, 89512.

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, 2027**, 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** – N/A
- 3. Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
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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.
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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

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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 mediation. Mediation shall be conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures. The mediator must decide each and every dispute in accordance with the laws of the State of Nevada, and all other applicable laws..

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 U.S. Department of Labor's Fair Labor Standards Act (FLSA) and the applicable regulations promulgated there under. The applicable regulations of the Fair Labor Standards Act, 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 41 U.S. Code 8102 Drug Free Workplace Act of 1988.

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**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. DRI378-01**

CONSULTANT: Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute
2215 Raggio Parkway
Reno, NV 89512

VENDOR NO.: 2325

COST: \$155,000.00

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: Mark R. Norton, Water Resources & Planning Manager

October 18, 2022

FINANCE: _____
Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding: 378WEATH-6113-01
Acct. Description: Consulting – General

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()
Authorization: October 18, 2022; CM#2022.71

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and the Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute (Consultant) pursuant to the General Services Agreement between SAWPA and Consultant, entered into October 18, 2022, expiring December 31, 2027.

I. PROJECT NAME OR DESCRIPTION

Santa Ana River Watershed Weather Modification Pilot Validation

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services of the Santa Ana River Watershed Weather Modification Pilot Validation as thoroughly described in the attached proposal.

Please also refer to Appendix X for acceptable formats

III. PERFORMANCE TIME FRAME

Consultant shall begin work within five days after receiving the fully executed Task Order and shall complete performance of such services by **June 30, 2027**.

IV. SAWPA LIAISON

Mark Norton shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$155,000.00**. 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.



September 30, 2022

A Multi-faceted Approach to Validating Operational Cloud Seeding Programs

Frank McDonough
Desert Research Institute (DRI)

Introduction

The Santa Ana Watershed Project Authority (SAWPA) has plans to fund an operational cloud seeding project starting in the winter of 2023-2024. The goal of the project is to generate additional snowfall and rainfall over the Santa Ana watershed and increase subsequent runoff into the Santa Ana and San Jacinto Rivers (Fig 1). The NAWC feasibility study identified four primary target areas where cloud seeding would potentially produce additional precipitation and contribute to the area water resources (Fig 2).

During the feasibility study, a cloud seeding project was designed primarily based on climatology and plume dispersal models. A set of 58 storms were analyzed to determine the seeding frequency and the potential cloud seeding precipitation increases. Finally, a set of regressions were developed to calculate the potential increases in runoff from a cloud seeding program. Table 1 from the study shows the expected results for an ‘average’ winter season.

This proposal provides a set of validation tasks for the new cloud seeding project areas. The tasks use observed weather (clouds, winds, temperatures), snow chemistry, precipitation, and runoff data sets to validate the seeding operations and the impact to water resources from the cloud seeding program. All of these tasks are recommended for the first year of the project. Once the year-one snow chemistry results are completed, the validation report in future years can be updated using the same data sets for the new year.

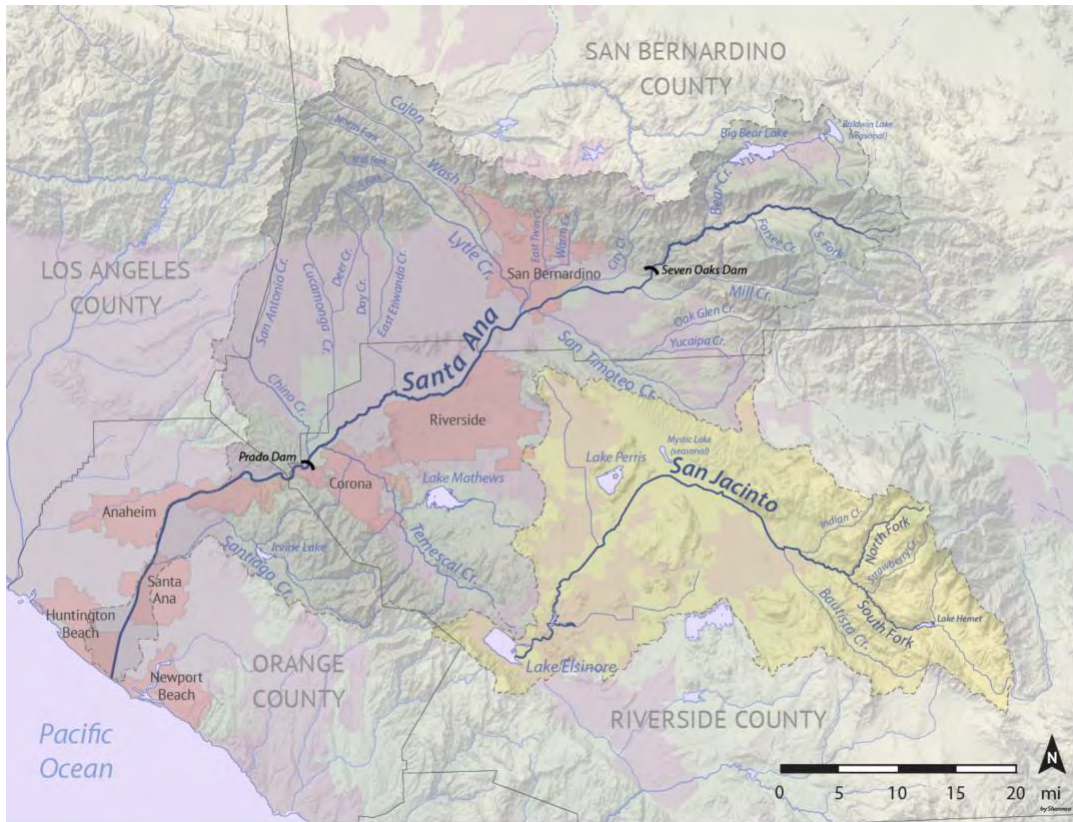


Figure 1. The greater Santa Ana River Watershed.



Figure 2. The NAWC cloud seeding target areas for the proposed Santa Ana River Cloud Seeding Program.

Table 1. The predicted precipitation and runoff increases from the NAWC feasibility study.

Estimated precipitation and streamflow increases

Target Area	Seasonal Precipitation Increase (inches)	Percent Increase	Avg. Natural Streamflow (AF)	Streamflow Increase (AF)	Percent Increase
NW	0.41	3.5%	25,000	2,043	8.2%
NE (ground)	0.49	4.1%	65,000	4,330	6.7%
NE (air & ground) *	0.89	7.3%	65,000	7,772	12.0%
SW	0.59	3.7%	5,000	447	9.0%
SE	0.49	4.5%	10,000	1,373	13.7%
TOTAL w/ Ground Only			105,000	8,193	7.8%
TOTAL w/ Ground and Air			105,000	11,635	11.1%

* This row contains the estimated total or additive impact of both ground and aerial seeding.

Cloud Seeding Overview

Successful cloud seeding requires all the components of the ‘chain of events’ be present. The ‘chain of events’ for successful cloud seeding requires: clouds with low bases be present across the target area, the project design must be favorable so that the seeding materials delivered by the cloud seeding generators are able to reach the clouds, the cloud temperatures that the cloud seeding materials interact with must be at or colder than -6°C , and the clouds must also contain subfreezing liquid water drops (icing conditions). The final requirement is the winds must be favorable to deliver the cloud seeding plume and increased snowfall or rain into the target watershed (Fig. 3).

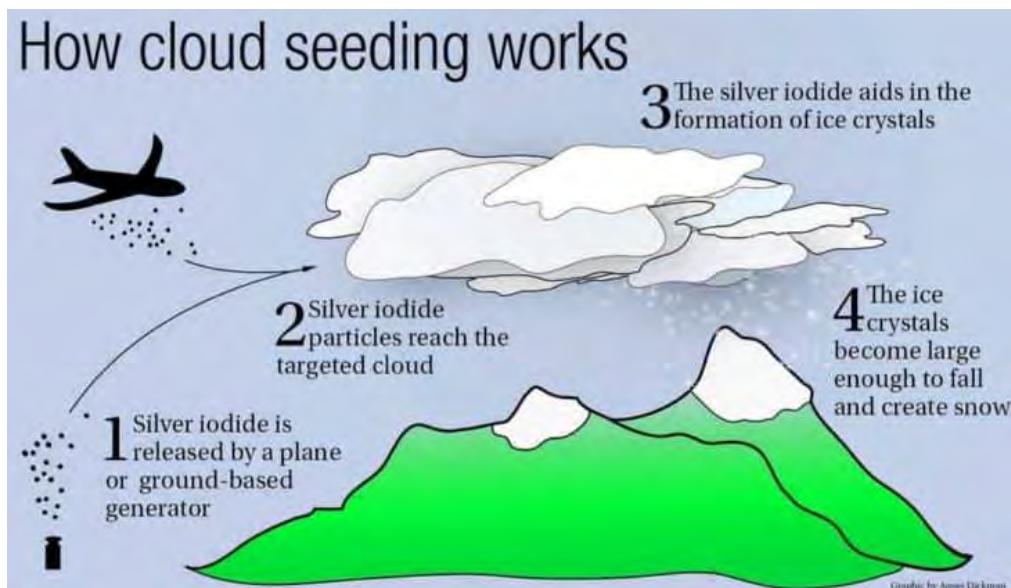


Figure 3. A schematic depiction of the process of cloud seeding.

Validation Overview

There are five proposed tasks in the validation plan for the first year of the operational project. They are presented below. These are done for each of the four target areas.

The goal of this verification is to first (Task 1) ensure that the seeding operations are matched to the seedable storm periods (McDonough 2019). In Task 2 we ensure that the cloud seeding generator placement is able to deliver seeding material to the target areas (Warburton et. al. 1995). Task 3 determines the estimated amount of additional seeded snowfall/precipitation for each storm, and the winter total in each area (Friedrich 2020). Task 4 compares the long-term unseeded seasonal precipitation amounts within the target areas to one or two adjacent unseeded control areas with similar topography, then compares the seeded year to the long-term relationship (Griffiths et. al 2015). Task 5 compares the long-term seasonal unseeded stream flow amounts within the target areas to one or two adjacent unseeded control areas, then compares the seeded year to the long-term relationships (Silverman 2010). A detailed final report is prepared and delivered to the Authority and the report is presented in person at one of the Authority meetings (if requested).

During operational seeding years 2-4 all of the tasks are completed except Task 2. The validation costs for the three future operational years are presented below.

Validation Tasks

Task 1. Review all of the storms crossing the area during operational winter and assess the cloud seeding operations. (\$12,000/per year)

The NAWC meteorologists will operate the cloud seeding generators when they assess that cloud seeding weather conditions are present, and the cloud seeding plume will reach the target clouds. Following the winter season, DRI will evaluate the NAWC operation times and compare them to weather observations.

The meteorology of all of the storms crossing the area during each winter will be reviewed in detail. The DRI meteorologist will independently identify all of the hourly potential seeding and non-seeding storm periods. With all of the seeding periods identified, the NAWC seeding operations times will then be scored using a contingency table (see Table 2. for an example).

The results from the analysis will allow the calculation of the percent of correct operations; cloud seeding conditions present and the generators operated, or the correct percent of time when seeding can't be conducted due to non-seeding weather conditions and the generators were not operated.

The incorrect percent of time; when either the generators are operated when seeding conditions are not present, or the generators are not operated when seeding conditions are present will also be calculated. This analysis will serve as the project efficiency metric.

Table 2. The contingency table template. Each hour of each storm impacting the target areas during WY23 will be analyzed for potential cloud seeding conditions. The positive and negative meteorological seeding times will be compared to the generator operations logs to determine the percent of time cloud seeding was successful based on the weather conditions.

Storm hours/Seeding Hours	Seedable storm period (hr)	Unseedable Storm period (hr)
Cloud seeding generators running (hr)	Yes Yes	No Yes
Cloud seeding generators not running (hr)	Yes No	No No

Milestones for each seeded year - Task 1:

- Obtain cloud seeding operations logs from NAWC or SAWPA.
- Analyze storms and compare to operations logs.
- Create contingency table.
- Write Task 1 summary and report.

Budget – Task1

DESERT RESEARCH INSTITUTE			
Sponsor: Santa Ana Watershed Project Authority		(Indirect Cost of 65% applied to Labor only)	
Project Period: 11/01/2023 - 10/31/2027 - Task 1			
Detailed Budget			
	Monthly Rate	Units	Amount
Salaries:			
McDonough	12,140	0.25	\$3,035
Juchtzer	6,866	-	\$0
Korotkin	3,702	0.50	\$1,851
Melarkey	4,354	-	\$0
Total Salary			\$4,886
Fringe Benefits:			
Professional	47.5%		\$1,442
Technologist	50.3%		\$931
Total Fringe Benefits			\$2,373
Total Labor			\$7,259
Indirect Cost	65.0%		\$4,718
Travel			\$0
Lab fees			\$0
Total Other Costs			\$0
TOTAL PROJECT COSTS			\$11,976

**Task 2. Targeting assessment using snow chemistry. (November 1, 2022 – June 30, 2024)
(\$15,000 – year 1 only)**

One of the main challenges of conducting cloud seeding from the ground is ensuring that the cloud seeding materials (silver iodide) reaches the clouds and is deposited in the target area. Successful targeting can be potentially proven by showing slightly elevated silver concentrations in fresh snow (about 40 parts per trillion for seeded snow compared to about 5 parts per trillion in unseeded snow is what has been measured in the Sierra Nevada).

During two winter storms DRI personnel will visit the target areas. Up to three snow collection tubes with ultra clean bags will be placed in each of the target areas prior to the start of the storm (Fig. 4). After the storm ends the snow will be collected, transported frozen to DRI and then analyzed for silver content at the DRI Ultra Trace Chemistry Lab. Snow from one seeded storm during winter 2023-2024 will be collected, and snow from one unseeded storm during winter 2022-2023 will be collected to serve as the unseeded control.

If the slightly elevated silver values are found in the seeded collection compared to the unseeded collection, then the generator locations are successfully depositing the seeding material (silver iodide, ice nuclei) in the target area. This will confirm that the generators are well placed. The collection will be done in the northeastern, northwestern, and potentially the southeastern (depending of access) target areas.

Milestones for Task 2:

- Identify collection areas (November 1, 2022 – November 15, 2023).
- Travel to collect unseeded snow sample for one storm (November 15, 2022 – April 15, 2023)
- Travel to collect snow for one seeded storm (November 15, 2023 – April 15, 2024).
- Have the snow samples analyzed by Trace Chemistry Lab (April 15, 2024 – June 15, 2024)
- Write Task 2 summary and report (June 30, 2024 – July 15, 2024).

Sampling the chemical make up of snow



Set up snow collection sites within cloud seeding target area and within a nearby unseeded control area



Collect storm snowfall in ultra clean bags



Keep sample frozen and deliver to DRI Trace Chemistry/Ice Core Lab



Analyze snow samples in DRI Lab using Mass Spectrometry

Figure 4. DRI snow chemistry collection and analysis methods.

Budget – Task2

DESERT RESEARCH INSTITUTE

Sponsor: Santa Ana Watershed Project Authority (Indirect Cost of 65% applied to Labor only)

Project Period: 11/01/2022 - 10/31/2024 - Task 2

Detailed Budget			
	Monthly Rate	Units	Amount
Salaries:			
McDonough	12,140	0.10	\$1,214
Juchtzer	6,866	0.12	\$824
Korotkin	3,702	-	\$0
Melarkey	4,354	0.10	\$435
Total Salary			\$2,473
Fringe Benefits:			
Professional	47.5%		\$577
Technologist	50.3%		\$633
Total Fringe Benefits			\$1,210
Total Labor			\$3,683
Indirect Cost	65.0%		\$2,394
Total Other Costs			\$9,000
TOTAL PROJECT COSTS			\$15,076

Task 3. Calculating the seeding snow water equivalent (SWE) or rainfall increases for each of the seeded storms (\$8,000/per year)

The snowfall or rainfall observed within the target areas during the seeding periods is determined from the hourly precipitation observations. The seeding times are matched to the hourly precipitation observations at the same times. Since the seeding material takes some time from the release from the generator to activate snow production and impact the target area, an additional hour will be added to the seeding end times. Successful seeding would be accompanied by an increase in precipitation at the target area precipitation gauges. An example of this for a site the northern Sierra Nevada is shown in Fig 5.

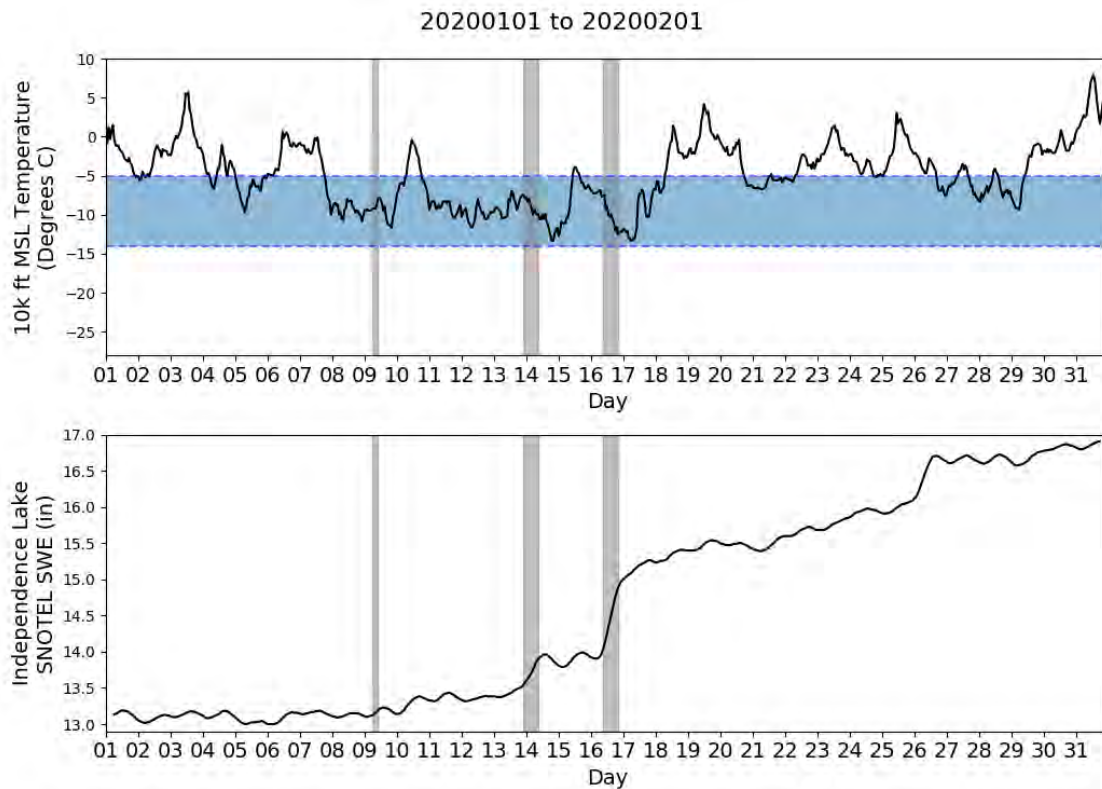


Figure 5. Monthly time series plot of weather conditions at 10,000' MSL for January 2020. Upper panel shows temperatures at 10,300' MSL above the Independence Lake SNOTEL weather station (blue shading shows favorable seeding temperatures). Lower panel show the smoothed hourly snow water equivalent (SWE) at the Independence Lake SNOTEL. Stormy periods are when the snowpack is increasing. Gray vertical bars show cloud seeding periods.

The total winter season increases in water resources reaching the ground from cloud seeding can then be calculated by multiplying the additional seeded precipitation by the impacted area. This will be compared to the feasibility calculations.

(Seeded precipitation) X (impacted area) = (acre-feet of additional water resources from seeding)

Milestones for each seeded year - Task 3:

- Identify weather station and snow fall data sets.
- Quality control data.
- Determine effective seeding periods and estimate precipitation contributions from cloud seeding.
- Complete Task 3 summary and report.

Budget – Task3

DESERT RESEARCH INSTITUTE

Sponsor: Santa Ana Watershed Project Authority (Indirect Cost of 65% applied to Labor only)

Project Period: 11/01/2022 - 10/31/2027 - Task 3

Detailed Budget			
	Monthly Rate	Units	Amount
Salaries:			
McDonough	12,140	0.10	\$1,214
Juchtzer	6,866	0.10	\$687
Korotkin	3,702	0.30	\$1,111
Melarkey	4,354	0.05	\$218
Total Salary			\$3,230
Fringe Benefits:			
Professional	47.5%		\$577
Technologist	50.3%		\$1,014
Total Fringe Benefits			\$1,591
Total Labor			\$4,821
Indirect Cost	65.0%		\$3,133
Travel			\$0
Lab fees			\$0
Total Other Costs			\$0
TOTAL PROJECT COSTS			\$7,953

Task 4. Precipitation, Full Seasonal Target-Control Evaluation (\$5,000/per year)

Next, a target and control evaluation of the each of the four target areas winter season precipitation and the best control seasonal precipitation is completed. Identification of the appropriate control (unseeded) gauges for snowfall and rainfall requires similar geography, latitude, and that the site be impacted by most of the same storms impacting the target areas. Figure 6 shows an example of the results of this type of analysis.

2002-2020 Rabbit Ears vs. Never Summer May 1 SWE

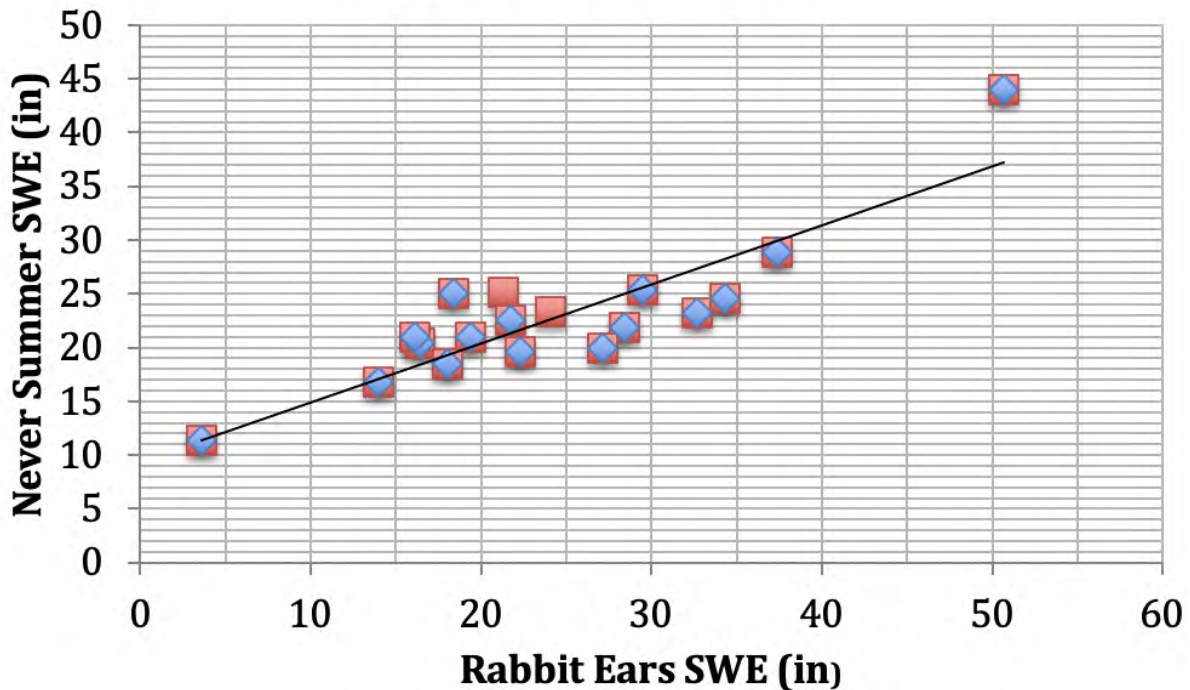


Figure 6. The relationship between the May 1 SWE at Rabbit Ears SNOTEL and the Never Summer SWE. The blue squares show the comparison between the unseeded years and the red boxes show the two seeded years. The black line is the unseeded years best-fit line. Successful cloud seeding would have the red boxes above the black line.

A second target-control analysis will be done comparing precipitation gauges along the adjacent upstream coastal area and comparing them to gauges within the target areas (Fig. 7). This would ensure that the same storms tracks are analyzed.

The 20-year relationship between the precipitation deposited in the coastal gauges and target area gauges will be calculated. Then for every seeded winter this same analysis will be done with the hope that the target area gauges will have more precipitation compared what the historical relationship would suggest. This excess precipitation will be the cloud seeding contribution.

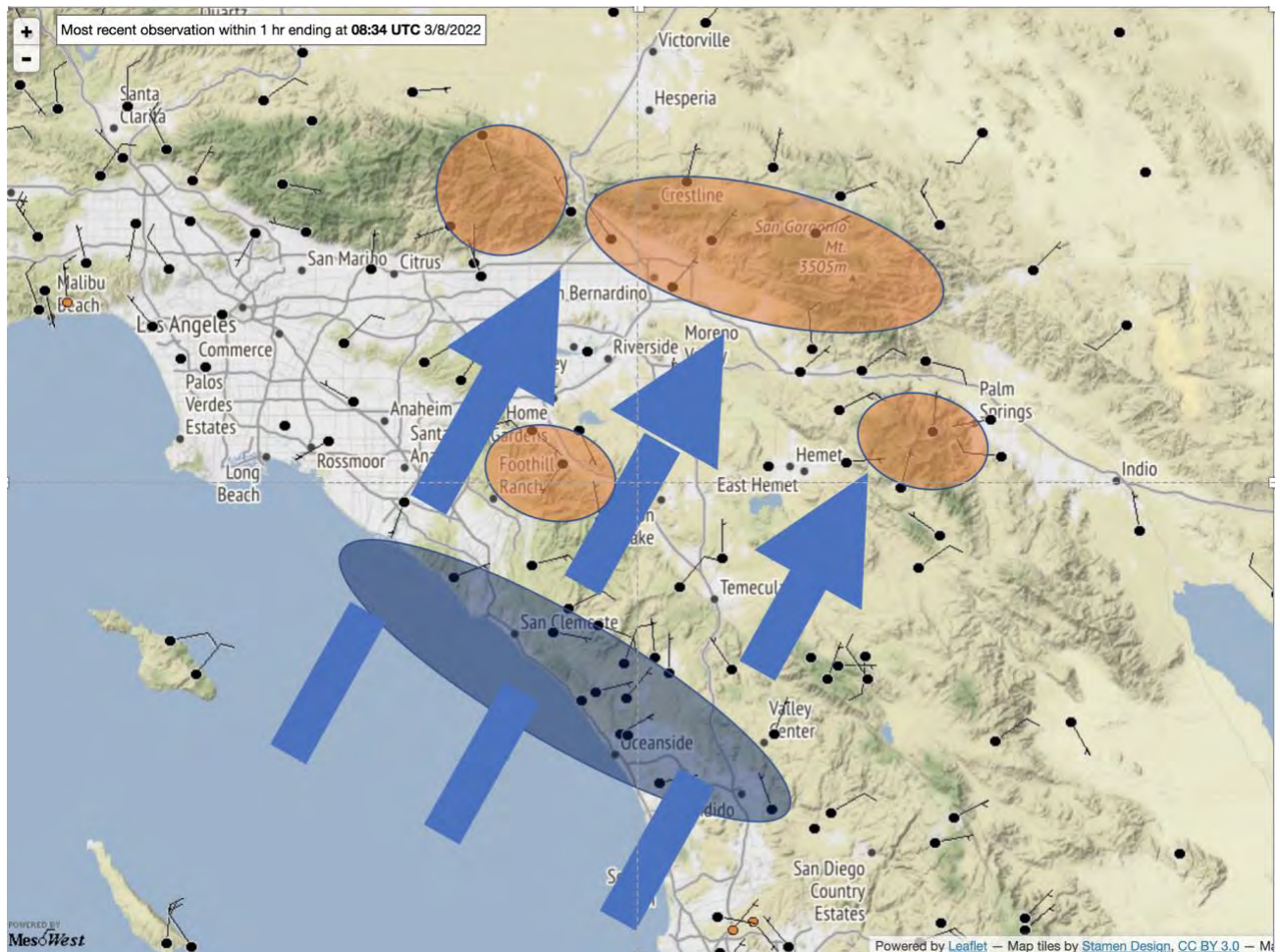


Figure 7. Target-control assessment comparing coastal precipitation to downstream mountain precipitation. Climatological storm wind directions (from the southwest; blue arrows). The long-term climatological coastal sites (black shaded area) and the best available and highest elevation precipitation gauges in the four target areas (orange shaded area) will be compared.

Milestones for each seeded year - Task 4:

- Identify target and control areas.
- Identify weather station and snow fall data.
- Quality control data sets.
- Determine the long-term climatological relationships.
- Compute the statistics of the relationships.
- Add the cloudseeding winter to the analysis, compare to historical relationships.
- Complete Task 4 summary and report.

Budget – Task4

DESERT RESEARCH INSTITUTE

Sponsor: Santa Ana Watershed Project Authority (Indirect Cost of 65% applied to Labor only)

Project Period: 11/01/2022 - 10/31/2027 - Task 4

Detailed Budget			
	Monthly Rate	Units	Amount
Salaries:			
McDonough	12,140	0.14	\$1,700
Juchtzer	6,866	-	\$0
Korotkin	3,702	0.10	\$370
Melarkey	4,354	-	\$0
Total Salary			\$2,070
Fringe Benefits:			
Professional	47.5%		\$808
Technologist	50.3%		\$186
Total Fringe Benefits			\$994
Total Labor			\$3,064
Indirect Cost	65.0%		\$1,991
Travel			\$0
Lab fees			\$0
Total Other Costs			\$0
TOTAL PROJECT COSTS			\$5,054

Task 5. Streamflow Analysis - (\$5,000/per year)

Similar to the precipitation target and control analysis, a runoff target-control analysis will be conducted using appropriate streamflow gauge data across the region. The 20-year relationship between the selected target areas streamflow gauges and identified control area streamflow gauges will be calculated. The four winter season target areas runoff data will be compared to winter season control area runoff. Any excess runoff in the target areas compared to the historical target-control relationship is potentially attributed to the cloud seeding program.

Milestones for each seeded year - Task 5:

- Identify target and control streams.
- Identify gauge data sets.
- Quality control data sets.
- Determine the long-term climatological relationships.
- Compute the statistics of the relationships.
- Add the cloudseeding winter to the analysis, compare to historical relationships.
- Complete Task 5 summary and report.

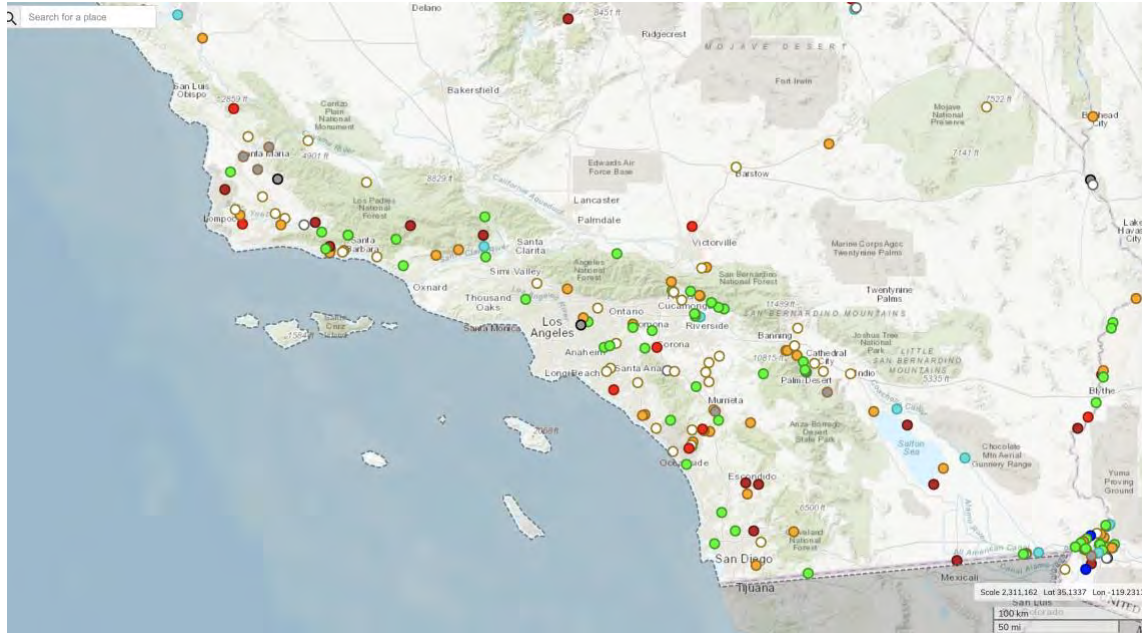


Figure 8. Streamflow gauges across southern California. Colors indicate current flow (cfs).

Data and Products Summary

The project will create several new comparative climatological relationships (data sets) and storm analysis for storms that impact the SAWPA. These new data sets are listed below

- Analysis of storms impacting project area
- Contingency table evaluating the success of the cloud seeding operations
- An inventory of several elements found in fresh snowfall
- A storm-scale analysis of snowfall associated with cloud seeding.
- A set of climatological precipitation relationships between mountain weather stations and mountain and coastal weather stations.
- A set of climatological precipitation relationships between streamflow gauges.
- A detailed evaluation of a new cloud seeding program.

Budget – Task5

DESERT RESEARCH INSTITUTE

Sponsor: Santa Ana Watershed Project Authority (Indirect Cost of 65% applied to Labor only)

Project Period: 11/01/2022 - 10/31/2027 - Task 5

Detailed Budget			
	Monthly Rate	Units	Amount
Salaries:			
McDonough	12,140	0.15	\$1,821
Juchtzer	6,866	0.04	\$275
Korotkin	3,702	-	\$0
Melarkey	4,354	-	\$0
Total Salary			\$2,096
Fringe Benefits:			
Professional	47.5%		\$865
Technologist	50.3%		\$138
Total Fringe Benefits			\$1,003
Total Labor			\$3,099
Indirect Cost	65.0%		\$2,015
Travel			\$0
Lab fees			\$0
Total Other Costs			\$0
TOTAL PROJECT COSTS			\$5,113

Final Report for each seeded year - (\$5,000/per year)

All of the tasks will be summarized in a detailed final report and executive summary. In addition to the delivery of the hard copy report, Mr. McDonough will be available to travel to an Authority meeting and present the report in person, ensuring all questions about the validation report are addressed.

Budget and Personnel

Table 3. shows the budget to conduct the first-year validation of the Santa Ana cloud seeding program. The validation project will be led research meteorologist Mr. Frank McDonough, with the snow chemistry work being done by Mr. Jesse Juchtzer, Mr. Patrick Melarkey, and Dr. Nathan Chellman (see personal section below). This budget also includes reporting. A presentation to the Santa Ana Watershed Project Authority will be done if requested. The report would be completed by July 31 for each seeded year.

Table 3. Budget for the Santa Ana Cloud Seeding Project Validation for Year 1

Task	Cost
Task 1	\$12,000
Task 2	\$15,000
Task 3	\$8,000
Task 4	\$5,000
Task 5	\$5,000
Final Report Preparation and Presentation	\$5,000
Total	\$50,000

Validation Recommendations for Future Years

Task 1 should continue to be done following each winter. Once it is proven that the seeding material lands in the target area during the first year, it would no longer be necessary to do Task 2. Tasks 3-5 should be conducted each year of the project, improving the statistical confidence in the results. This would reduce future year validation project cost to \$35K per year. Table 4 shows the costs for a 5-year project as described. A final report will be produced for each winter season as well as a summary project report covering the entire 5-years.

Table 4. Budget for the Santa Ana Cloud Seeding Project Validation for 5 years.

Water Year	Validation Costs
WY2023 & WY2024	\$50,000
WY2025	\$35,000
WY2026	\$35,000
WY2027	\$35,000
Total cost for 5-years	\$155,000

Additional Details

It is assumed that the NAWC cloud seeding operators or Santa Ana Watershed Project Authority will provide the generator start and end times for all generators for the WY23 (and future years) operations to the DRI team. If possible, the Santa Ana Watershed Project Authority will help obtain and share any of their precipitation, snowfall and runoff data that they regularly collect.

References

- Friedrich, K., K. Ikeda, S. A. Tessendorf, S. Parkinson (2020). Quantifying snowfall from orographic cloud seeding. PNAS 117(1) 5190-5195, February 2020.
- Griffith, D.A., D. P. Yorty, S. D. Beall (2015). Target/Control analysis for Santa Barbara County's Operational Winter Cloud Seeding Program, J. Wx. Mod. v 47. April 2015.
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Personnel

Mr. Frank McDonough. MS Atmospheric Science- Colorado State University. 25 years experience studying subfreezing clouds.

<https://www.dri.edu/wp-content/uploads/resume-1517.pdf>

Mr. Jesse Juchtzer. BS Environmental Science – Sierra Nevada University. 10 years experience as a cloud seeding scientist, 5-year experience as a hydrologist USGS.

<https://www.dri.edu/directory/jesse-juchtzer/>

Mr. Mikhail Korotkin MS Atmospheric Science, University of Nevada Reno

Mr. Patrick Melarkey BS - University of Nevada Reno. Field and Instrument Technician

Mr. Nathan Chellman PhD Hydrology – University of Nevada Reno. Ice Core specialist

<https://www.dri.edu/directory/nathan-chellman/>

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

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

Cash Receipts and Deposits to Account	\$ 6,075,208.68
Net Investment Transfers	(1,733,125.00)
Cash Disbursements	<u>(4,702,702.94)</u>
Net Change for Month	\$ (360,619.26)
Balance at Beginning of Month	<u>2,849,606.12</u>
Balance at End of Month per General Ledger	<u>\$ 2,488,986.86</u>
Collected Balance per Bank Statement	<u><u>\$ 2,502,645.31</u></u>

ACCOUNTS PAYABLE RECONCILIATION

Accounts Payable Balance @ 07/31/2022	\$ 12,503,396.55
Invoices Received for August 2022	3,300,971.53
Invoices Paid by check/wire during August 2022 (see attached register)	<u>(4,427,004.28)</u>
Accounts Payable Balance @ 08/31/2022	<u><u>\$ 11,377,363.80</u></u>

CASH RECEIPTS

Brine Line Operating Revenues	\$ 1,118,225.42
Member Agency Contributions	1,112,804.00
Participant Fees	229,732.50
LESJWA Admin Reimbursement	15,500.95
Grant Proceeds - Prop 1	47,825.49
Grant Proceeds - Prop 1 Pass-throughs	3,543,878.97
WECAN Grant Proceeds	2,355.18
Other	<u>4,886.17</u>
Total Receipts and Deposits	\$ 6,075,208.68

INVESTMENT TRANSFERS

Transfer of Funds:	
From (to) US Bank	\$ -
From (to) LAIF	-
From (to) Legal Defense Fund	-
From (to) LESJWA	-
From (to) Investments	<u>(1,733,125.00)</u>
Total Investment Transfers	\$ (1,733,125.00)

CASH DISBURSEMENTS

By Check:	
Payroll	\$ -
Operations	<u>4,427,004.28</u>
Total Checks Drawn	\$ 4,427,004.28
By Cash Transfer:	
Payroll	\$ 180,117.41
Payroll Taxes	88,277.29
Take Care (AFLAC)	<u>7,303.96</u>
Total Cash Transfers	\$ 275,698.66
Total Cash Disbursements	<u>\$ 4,702,702.94</u>

Santa Ana Watershed Project Authority
Check Detail
Aug-22

Category	Check #	Check Date	Type	Vendor	Check Amount
Accrued Volumetric Costs	EFT04707	8/25/2022	CHK	Orange County Sanitation District	\$ 566,863.38
Accrued Volumetric Costs Total					\$ 566,863.38
Audit Fees	EFT04692	8/11/2022	CHK	Fedak & Brown LLP	\$ 7,800.00
Audit Fees Total					\$ 7,800.00
Auto Expense	EFT04693	8/11/2022	CHK	County of Riverside/Transportation	\$ 1,138.03
Auto Expense Total					\$ 1,138.03
Benefits	5318	8/11/2022	CHK	Cal PERS Long Term Care Program	\$ 231.11
Benefits	5322	8/18/2022	CHK	AFLAC	\$ 339.65
Benefits	5323	8/18/2022	CHK	WageWorks	\$ 134.00
Benefits	5328	8/25/2022	CHK	Cal PERS Long Term Care Program	\$ 231.11
Benefits	5329	8/25/2022	CHK	Mutual Of Omaha	\$ 3,091.61
Benefits	EFT04668	8/4/2022	CHK	ACWA/JPIA	\$ 47,410.08
Benefits	EFT04684	8/11/2022	CHK	Vantagepoint Transfer Agents	\$ 3,563.55
Benefits	EFT04691	8/11/2022	CHK	Vantagepoint Transfer Agents	\$ 427.58
Benefits	EFT04710	8/25/2022	CHK	Vantagepoint Transfer Agents	\$ 3,563.55
Benefits	EFT04715	8/25/2022	CHK	Vantagepoint Transfer Agents	\$ 427.58
Benefits	P043317	8/11/2022	WDL	Public Employees' Retirement	\$ 21,319.72
Benefits	P043318	8/11/2022	WDL	CalPERS Supplemental Income	\$ 3,268.96
Benefits	P043319	8/11/2022	WDL	Public Employees' Retirement	\$ 700.00
Benefits	P043379	8/25/2022	WDL	CalPERS Supplemental Income	\$ 3,268.96
Benefits	P043380	8/25/2022	WDL	Public Employees' Retirement	\$ 21,723.81
Benefits	WDL000005768	8/2/2022	WDL	Takecare	\$ 1,858.08
Benefits	WDL000005769	8/3/2022	WDL	Takecare	\$ 70.88
Benefits	WDL000005776	8/11/2022	WDL	Takecare	\$ 192.30
Benefits	WDL000005779	8/16/2022	WDL	Takecare	\$ 769.20
Benefits	WDL000005784	8/19/2022	WDL	Takecare	\$ 10.00
Benefits	WDL000005788	8/19/2022	WDL	Takecare	\$ 4,211.20
Benefits	WDL000005799	8/30/2022	WDL	Takecare	\$ 192.30
Benefits Total					\$ 117,005.23
Building Lease	5330	8/25/2022	CHK	Wilson Property Services, Inc	\$ 1,998.00
Building Lease	5331	8/25/2022	CHK	Wilson Property Services, Inc	\$ 1,984.00
Building Lease Total					\$ 3,982.00
CEQA	EFT04680	8/4/2022	CHK	Catalyst Environmental Solutions	\$ 4,593.73
CEQA Total					\$ 4,593.73
Cloud Storage	EFT04717	8/25/2022	CHK	Accent Computer Solutions Inc	\$ 1,389.23
Cloud Storage Total					\$ 1,389.23
Computer Hardware	EFT04675	8/4/2022	CHK	Accent Computer Solutions Inc	\$ 2,721.46
Computer Hardware Total					\$ 2,721.46
Consulting	EFT04673	8/4/2022	CHK	Integrated Systems Solutions	\$ 92.50
Consulting	EFT04676	8/4/2022	CHK	Woodard & Curran Inc.	\$ 3,341.25
Consulting	EFT04679	8/4/2022	CHK	JM Consultants	\$ 22,125.01
Consulting	EFT04682	8/4/2022	CHK	Geosyntec Consultants	\$ 8,126.50
Consulting	EFT04689	8/11/2022	CHK	Santa Ana Watershed Association	\$ 862.63
Consulting	EFT04690	8/11/2022	CHK	CDM Smith, Inc.	\$ 18,980.65
Consulting	EFT04695	8/11/2022	CHK	Raftelis Financial Consultants	\$ 4,650.00
Consulting	EFT04697	8/11/2022	CHK	GEI Consultants	\$ 6,380.32
Consulting	EFT04698	8/11/2022	CHK	Kahn Soares & Conway	\$ 6,975.00
Consulting	EFT04703	8/18/2022	CHK	Integrated Systems Solutions	\$ 55.50
Consulting	EFT04704	8/18/2022	CHK	California Rural Water Association	\$ 3,942.50
Consulting	EFT04711	8/25/2022	CHK	West Coast Advisors	\$ 9,750.00
Consulting	EFT04714	8/25/2022	CHK	CDM Smith, Inc.	\$ 5,061.25
Consulting	EFT04716	8/25/2022	CHK	Integrated Systems Solutions	\$ 314.50
Consulting	EFT04717	8/25/2022	CHK	Accent Computer Solutions Inc	\$ 2,825.56
Consulting	EFT04723	8/25/2022	CHK	JPW Communications	\$ 2,916.65
Consulting Total					\$ 96,399.82
Credit Cards	P043342	8/8/2022	WDL	US Bank	\$ 10,582.43
Credit Cards Total					\$ 10,582.43
Director Costs	EFT04708	8/25/2022	CHK	Eastern Municipal Water District	\$ 240.00
Director Costs Total					\$ 240.00

Santa Ana Watershed Project Authority
Check Detail
Aug-22

Category	Check #	Check Date	Type	Vendor	Check Amount
Employee Reimbursement	EFT04677	8/4/2022	CHK	Alison L Lewis	\$ 449.00
Employee Reimbursement	EFT04681	8/4/2022	CHK	Jessica McDermott	\$ 6.32
Employee Reimbursement	EFT04718	8/25/2022	CHK	Alison L Lewis	\$ 435.13
Employee Reimbursement	EFT04722	8/25/2022	CHK	Bonnie Gallagher	\$ 392.55
Employee Reimbursement Total					\$ 1,283.00
Equipment Rented	EFT04669	8/4/2022	CHK	Konica Minolta - Rental	\$ 678.07
Equipment Rented Total					\$ 678.07
Facility Repair & Maintenance	EFT04670	8/4/2022	CHK	Western Exterminator Co.	\$ 134.05
Facility Repair & Maintenance	EFT04672	8/4/2022	CHK	Golden State Fire Protection	\$ 1,010.00
Facility Repair & Maintenance	EFT04674	8/4/2022	CHK	TNT Elevator Inc	\$ 272.00
Facility Repair & Maintenance	EFT04678	8/4/2022	CHK	Riverside Cleaning	\$ 1,625.00
Facility Repair & Maintenance Total					\$ 3,041.05
HVAC Maintenance	5320	8/11/2022	CHK	Heating Air Conditioning Services	\$ 2,863.00
HVAC Maintenance Total					\$ 2,863.00
Insurance Expense	EFT04696	8/11/2022	CHK	Zenith Insurance Company	\$ 4,595.00
Insurance Expense Total					\$ 4,595.00
JPA Membership Dues	EFT04713	8/25/2022	CHK	Lake Elsinore & San Jacinto Watershed	\$ 10,000.00
JPA Membership Dues Total					\$ 10,000.00
Lab Costs	EFT04671	8/4/2022	CHK	E. S. Babcock & Sons, Inc.	\$ 4,454.28
Lab Costs	EFT04701	8/18/2022	CHK	E. S. Babcock & Sons, Inc.	\$ 1,726.00
Lab Costs	EFT04712	8/25/2022	CHK	E. S. Babcock & Sons, Inc.	\$ 371.00
Lab Costs Total					\$ 6,551.28
Landscape Maintenance	EFT04702	8/18/2022	CHK	Green Meadows Landscape	\$ 777.00
Landscape Maintenance Total					\$ 777.00
Legal	EFT04705	8/18/2022	CHK	Lagerlof, LLP	\$ 3,283.00
Legal Total					\$ 3,283.00
Other Contract Services	EFT04707	8/25/2022	CHK	Orange County Sanitation District	\$ 3,391.58
Other Contract Services Total					\$ 3,391.58
Other Professional Services	EFT04706	8/18/2022	CHK	Bell, McAndrews, & Hiltachk,	\$ 313.00
Other Professional Services Total					\$ 313.00
Payroll	WDL000005770	8/12/2022	WDL	Direct Deposit 8/12/2022	\$ 87,665.14
Payroll	WDL000005771	8/12/2022	WDL	PR Tax - Federal	\$ 35,186.01
Payroll	WDL000005772	8/12/2022	WDL	PR Tax - State	\$ 8,213.74
Payroll	WDL000005773	8/12/2022	WDL	PR Tax - State AZ	\$ 126.62
Payroll	WDL000005783	8/26/2022	WDL	Direct Deposit 8/26/2022	\$ 92,452.27
Payroll	WDL000005785	8/26/2022	WDL	PR Tax - Federal	\$ 36,145.57
Payroll	WDL000005786	8/26/2022	WDL	PR Tax - State	\$ 8,478.73
Payroll	WDL000005787	8/26/2022	WDL	PR Tax - State AZ	\$ 126.62
Payroll Total					\$ 268,394.70
Prop 1	5315	8/11/2022	CHK	Big Bear Area Regional Wastewater Agency	\$ 109,729.90
Prop 1	5321	8/11/2022	CHK	City of Santa Ana	\$ 12,674.32
Prop 1	EFT04685	8/11/2022	CHK	Orange County Water District	\$ 3,230,597.70
Prop 1	EFT04688	8/11/2022	CHK	Municipal Water District of Orange County	\$ 35,966.06
Prop 1	EFT04700	8/11/2022	CHK	Monte Vista Water District	\$ 168,219.26
Prop 1 Total					\$ 3,557,187.24
Safety	EFT04686	8/11/2022	CHK	Underground Service Alert	\$ 187.95
Safety	EFT04687	8/11/2022	CHK	Calolympic Safety	\$ 1,919.33
Safety	EFT04694	8/11/2022	CHK	Industrial Fire Protection	\$ 635.06
Safety Total					\$ 2,742.34
Shipping/Postage	EFT04683	8/11/2022	CHK	General Logistics Systems US	\$ 15.40
Shipping/Postage Total					\$ 15.40
Software	EFT04709	8/25/2022	CHK	ESRI Inc.	\$ 13,000.00
Software	EFT04717	8/25/2022	CHK	Accent Computer Solutions Inc	\$ 1,875.80
Software Total					\$ 14,875.80
Subscriptions	EFT04699	8/11/2022	CHK	Verizon Connect	\$ 104.70
Subscriptions Total					\$ 104.70

Santa Ana Watershed Project Authority
Check Detail
Aug-22

Category	Check #	Check Date	Type	Vendor	Check Amount
Utilities	5310	8/4/2022	CHK	Riverside, City of	\$ 211.93
Utilities	5311	8/4/2022	CHK	AT&T	\$ 213.56
Utilities	5312	8/4/2022	CHK	Southern California Edison	\$ 28.63
Utilities	5313	8/4/2022	CHK	Southern California Edison	\$ 193.67
Utilities	5314	8/11/2022	CHK	Riverside, City of	\$ 2,726.46
Utilities	5316	8/11/2022	CHK	AT&T	\$ 860.65
Utilities	5317	8/11/2022	CHK	AT&T	\$ 1,007.38
Utilities	5319	8/11/2022	CHK	Burrtec Waste Industries, Inc	\$ 195.33
Utilities	5324	8/25/2022	CHK	Riverside, City of	\$ 15.00
Utilities	5325	8/25/2022	CHK	AT&T	\$ 967.97
Utilities	5326	8/25/2022	CHK	AT&T	\$ 860.65
Utilities	5327	8/25/2022	CHK	AT&T	\$ 1,007.38
Utilities	EFT04719	8/25/2022	CHK	Verizon Wireless Services LLC	\$ 1,118.84
Utilities	EFT04720	8/25/2022	CHK	Verizon Wireless Services LLC	\$ 353.41
Utilities	EFT04721	8/25/2022	CHK	Verizon Wireless Services LLC	\$ 130.61
Utilities Total					\$ 9,891.47
Grand Total					\$ 4,702,702.94

	Accounts Payable
Checks	\$ 4,366,140.40
Wire Transfers	\$ 60,863.88
	<u>\$ 4,427,004.28</u>
Take Care	\$ 7,303.96
Other	\$ -
Payroll	\$ 268,394.70
	<u><u>\$ 4,702,702.94</u></u>

Total Disbursements for August 2022

Santa Ana Watershed Project Authority
Consulting
Aug-22

Check #	Check Date	Task #	Task Description	Vendor Name	Total Contract	Check Amount	Remaining Contract Amount	Notes/Comments
EFT04717	8/25/2022	ACS100-23	IT Services	Accent Computer Solutions	\$ 107,375.00	\$ 2,825.56	\$ 34,660.85	
EFT04704	8/18/2022	CRWA WO2022-32	Grant Preparation DCI - Phase II	California Rural Water Association	\$ 15,000.00	\$ 656.25	\$ -	
EFT04704	8/18/2022	CRWA WO2022-30	Grant Preparation DCI	California Rural Water Association	\$ 21,202.50	\$ 3,286.25	\$ -	
EFT04690	8/11/2022	CDM386-16	Implementation of SAR Regional Bacteria Monitoring Program	CDM Smith	\$ 1,098,435.00	\$ 14,738.15	\$ 620,878.13	
EFT04690	8/11/2022	CDM384-18	2023 Triennial Report for MSAR Bacterial Indicator	CDM Smith	\$ 78,120.00	\$ 4,242.50	\$ 68,816.25	
EFT04714	8/25/2022	CDM384-18	2023 Triennial Report for MSAR Bacterial Indicator	CDM Smith	\$ 78,120.00	\$ 5,061.25	\$ 68,816.25	
EFT04697	8/11/2022	GEI386-01	Homeless Encampment - Phase 1A	GEI Consultants	\$ 119,514.00	\$ 6,380.32	\$ -	
EFT04682	8/4/2022	GECO370-01	2022 Stormwater Assessment Proposal	Geosyntec Consultants	\$ 22,200.00	\$ 8,126.50	\$ 359.75	
EFT04673	8/4/2022	INSOL100-20	Great Plains and Journeyx Support	Integrated Systems Solutions	\$ 5,000.00	\$ 92.50	\$ 4,685.50	
EFT04703	8/18/2022	INSOL100-19	HRIS - Greenshades	Integrated Systems Solutions	\$ 23,437.36	\$ 55.50	\$ 1,387.50	
EFT04716	8/25/2022	INSOL100-20	Great Plains and Journeyx Support	Integrated Systems Solutions	\$ 5,000.00	\$ 222.00	\$ 4,685.50	
EFT04716	8/25/2022	INSOL100-19	HRIS - Greenshades	Integrated Systems Solutions	\$ 23,437.36	\$ 92.50	\$ 1,387.50	
EFT04679	8/4/2022	JMC373-03	Roundtable of Regions Network Coordinator	JM Consultants	\$ 72,900.00	\$ 22,125.01	\$ 305.25	
EFT04723	8/25/2022	JPW392-01	Emerging Constituents Program Social Media Support	JPW Communications	\$ 105,000.00	\$ 2,916.65	\$ 29,541.75	
EFT04698	8/11/2022	KSC374-02	Basin Monitoring Program TF Regulatory Support	Kahn, Soares, & Conway	\$ 116,000.00	\$ 2,025.00	\$ 69,585.00	
EFT04698	8/11/2022	KSC392-02	Emerging Constituents Program TF Regulatory Support	Kahn, Soares, & Conway	\$ 46,500.00	\$ 1,837.50	\$ 36,792.50	
EFT04698	8/11/2022	KSC384-02	MSAR Pathogen TMDL TF Regulatory Support	Kahn, Soares, & Conway	\$ 149,750.00	\$ 3,112.50	\$ 104,293.50	
EFT04695	8/11/2022	RFC240-02	Inland Empire Brine Line Reserve Policy	Raftelis Financial Consultants	\$ 69,495.00	\$ 4,650.00	\$ 9,337.50	
EFT04689	8/11/2022	SAWA381-01	Van Buren Bridge Sucker Restoration	Santa Ana Watershed Association	\$ 28,976.67	\$ 862.63	\$ 4,383.78	
EFT04711	8/25/2022	WCA100-03-04	State Legislative Consulting Services	West Coast Advisors	\$ 240,000.00	\$ 9,750.00	\$ 35,250.00	
EFT04676	8/4/2022	RMC504-401-08	SARCCUP Program Mgmt Services	Woodard & Curran	\$ 132,872.00	\$ 3,341.25	\$ 69,641.50	
					\$ 96,399.82			

COMMISSION MEMORANDUM NO. 2022.72

DATE: October 18, 2022
TO: SAWPA Commission
SUBJECT: Inter-Fund Borrowing – August 2022
PREPARED BY: Karen Williams, DGM/CFO

RECOMMENDATION

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

DISCUSSION

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

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

Fund	Fund Name	07/31/2022 Balance	Loan Receipts	New Charges	08/31/2022 Balance
135	Proposition 84 Admin R2	\$76,959.54	(\$0.00)	\$0.00	\$76,959.54
145	Proposition 84 Admin R4	409,874.89	(00.00)	37,316.89	447,191.78
150	Proposition 1 – Admin	121,686.98	(41,814.74)	19,367.58	99,239.82
378	Weather Modification	358.84	(358.84)	0.00	0.00
397	Energy – Water DAC	4,496.54	(2,355.18)	1,395.90	3,537.26
477	LESJWA Administration	10,169.86	(15,500.95)	36,905.63	31,574.54
	Total Funds Borrowed	\$623,546.65	(\$60,029.71)	\$94,986.00	\$658,502.94
	General Fund Reserves Balance		\$2,710,804.99		
	Less Amount Borrowed		<u>658,502.94</u>		
	Balance of General Fund Reserves		\$2,052,302.05		

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

NEGATIVE CASH-FLOW FUNDS

Fund No.	Source of Funding	Billing Frequency	Projected Payment Time
135, 145,150 – Proposition 1 & 84 Admin	DWR – Prop 1 & 84 Grant	Monthly/Quarterly	Up to 4 months
377 – PFAS Study	Member Agency Contributions	July 2022	July 2022
378 – Weather Modification	Member Agency Contributions	August 2022	August 2022
397 – Energy – Water DAC	City of Riverside Grant	Quarterly	Up to 4 months
398 – Proposition 1 – DACI Grant	DWR – Prop 1 Grant	Monthly	Up to 4 months
477 – LESJWA Admin	Reimbursement from LESJWA	Monthly	2 to 4 weeks
504 – Proposition 84 SARCCUP Projects	DWR – Prop 84 Grant	Monthly/Quarterly	Up to 4 months

Fund 135

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

Fund 145

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

Fund 150

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

Fund 377

This fund is for the PFAS Study. Member Agencies will be billed for contributions in July which will cover all future costs.

Fund 378

This fund is for Weather Modification. Member Agencies will be billed for contributions in August which will cover all future costs.

Fund 397

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

Fund 398

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

Fund 477

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

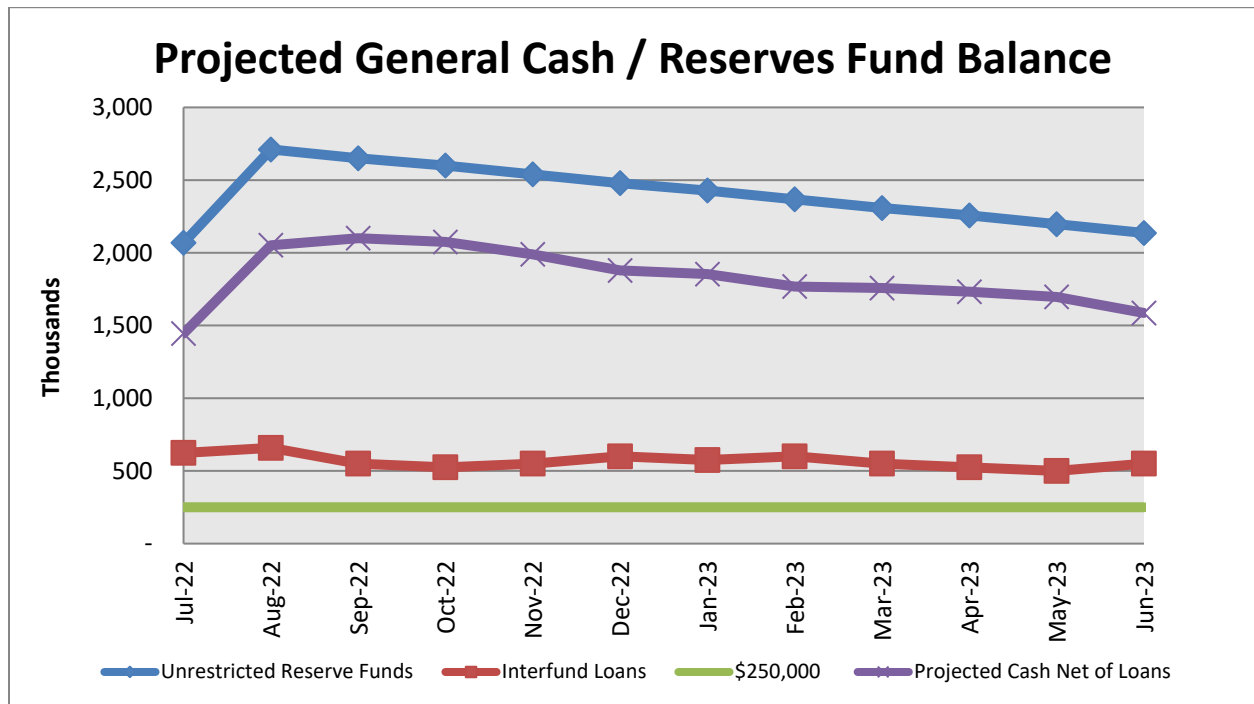
Fund 504

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

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

Fund	Fund Name	Total Budget	Costs Through 08/31/2022	Remaining Grant Budget
145	Proposition 84 Admin R4	\$3,213,384	(\$1,466,410)	\$1,746,974
150	Proposition 1 Admin	1,157,000	(274,753)	882,247
398	Proposition 1 – DACI Grant	6,300,000	(6,300,000)	-
504	Prop 84 – 2015 Round (SARCCUP)	1,543,810	(884,476)	659,334
505	Prop 1 – Round 1 Capital Projects	500,000	(310,077)	189,923
397	WECAN – City of Riverside	592,417	(15,078)	577,339
	Totals	\$13,306,611	(\$9,250,794)	\$4,055,817

The following graph shows projected inter-fund loan balances, total unrestricted General Fund Reserves available for loans, and projected cash net of loans through June 2023. The projected loan balance is expected to remain over the \$250,000 aggregate limit through June 2023 because of Proposition 1 and 84 grants but can be covered by General Fund Reserves without a major impact on cash flow.



RESOURCE IMPACTS

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

Attachments:

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

RESOLUTION NO. 452

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

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

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

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

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

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

ADOPTED this 13th day of December 2005.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: *Mark W. Bulot*
Mark Bulot, Chair



COMMISSION MEMORANDUM NO. 2022.73

DATE: October 18, 2022
TO: SAWPA Commission
SUBJECT: Performance Indicators and Financial Reporting – August 2022
PREPARED BY: Karen Williams, DGM/CFO

RECOMMENDATION

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

DISCUSSION

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

Financial Reporting

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

Cash and Investments

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

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

Performance Indicators

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

RESOURCE IMPACTS

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

Attachments:

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

Santa Ana Watershed Project Authority
Balance Sheet by Fund Type
For the One Month Ending Sunday, July 31, 2022

	General Fund	Brine Line Enterprise	Capital Projects	OWOW Projects	Roundtable Projects	Fund Totals
Assets						
Current Assets						
Cash and Investments	\$2,916,755.44	\$54,325,048.55	(\$337.26)	\$1,785,917.09	\$2,320,696.55	\$61,348,080.37
Accounts Receivable	435,261.00	2,127,354.13	0.00	16,213,067.35	836,601.95	19,612,284.43
Prepays and Deposits	57,421.66	203,328.73	0.00	0.00	0.00	260,750.39
Total Current Assets	<u>3,409,438.10</u>	<u>56,655,731.41</u>	<u>(337.26)</u>	<u>17,998,984.44</u>	<u>3,157,298.50</u>	<u>81,221,115.19</u>
Fixed Assets						
Property, Plant & Equipment						
less accum depreciation	1,324,554.29	73,682,761.58	0.00	0.00	0.00	75,007,315.87
Work In Process	0.00	0.00	389,473.60	0.00	0.00	389,473.60
Total fixed assets	<u>1,324,554.29</u>	<u>73,682,761.58</u>	<u>389,473.60</u>	<u>0.00</u>	<u>0.00</u>	<u>75,396,789.47</u>
Other Assets						
Wastewater treatment/disposal						
rights, net of amortization	32,719.20	21,461,427.34	0.00	0.00	0.00	21,494,146.54
Inventory - Mitigation Credits	0.00	0.00	0.00	0.00	1,910,560.00	1,910,560.00
Total Other Assets	<u>32,719.20</u>	<u>21,461,427.34</u>	<u>0.00</u>	<u>0.00</u>	<u>1,910,560.00</u>	<u>23,404,706.54</u>
Total Assets	<u><u>\$4,766,711.59</u></u>	<u><u>\$151,799,920.33</u></u>	<u><u>\$389,136.34</u></u>	<u><u>\$17,998,984.44</u></u>	<u><u>\$5,067,858.50</u></u>	<u><u>\$180,022,611.20</u></u>
Liabilities and Fund Equity						
Current Liabilities						
Accounts Payable/Accrued Expenses	\$730,787.29	\$804,748.51	\$0.00	\$14,635,932.82	\$148,522.91	\$16,319,991.53
Accrued Interest Payable	0.00	192,970.03	0.00	0.00	0.00	192,970.03
Customer Deposits	0.00	276,059.84	0.00	0.00	0.00	276,059.84
Noncurrent Liabilities						
Long-term Debt	2,271,166.00	23,428,489.35	0.00	0.00	0.00	25,699,655.35
Deferred Revenue	0.00	60,159,620.62	0.00	0.00	0.00	60,159,620.62
Total Liabilities	<u>3,001,953.29</u>	<u>84,861,888.35</u>	<u>0.00</u>	<u>14,635,932.82</u>	<u>148,522.91</u>	<u>102,648,297.37</u>
Fund Equity						
Contributed Capital	0.00	20,920,507.03	0.00	0.00	0.00	20,920,507.03
Retained Earnings	2,410,805.36	44,794,828.82	389,473.60	2,159,833.33	4,164,775.99	53,919,717.10
Revenue Over/Under Expenditures	(646,047.06)	1,222,696.13	(337.26)	1,203,218.29	754,559.60	2,534,089.70
Total Fund Equity	<u>1,764,758.30</u>	<u>66,938,031.98</u>	<u>389,136.34</u>	<u>3,363,051.62</u>	<u>4,919,335.59</u>	<u>77,374,313.83</u>
Total Liabilities & Fund Equity	<u><u>\$4,766,711.59</u></u>	<u><u>\$151,799,920.33</u></u>	<u><u>\$389,136.34</u></u>	<u><u>\$17,998,984.44</u></u>	<u><u>\$5,067,858.50</u></u>	<u><u>\$180,022,611.20</u></u>

Santa Ana Watershed Project Authority
Revenue & Expenses by Fund Type
For the One Month Ending Sunday, July 31, 2022

	General Fund	Brine Line Enterprise	Capital Projects	OWOW Projects	Roundtable Projects	Fund Totals
Operating Revenue						
Discharge Fees	\$0.00	\$1,052,242.40	\$0.00	\$0.00	\$0.00	\$1,052,242.40
Grant Proceeds	0.00	0.00	0.00	294.50	0.00	294.50
Financing Proceeds	0.00	0.00	0.00	0.00	15,291.12	15,291.12
Total Operating Revenue	<u>0.00</u>	<u>1,052,242.40</u>	<u>0.00</u>	<u>294.50</u>	<u>15,291.12</u>	<u>1,067,828.02</u>
Operating Expenses						
Labor	165,453.87	86,955.32	111.38	43,286.51	10,471.54	306,278.62
Benefits	40,680.34	36,521.25	46.78	18,193.99	4,384.39	99,826.75
Indirect Costs	0.00	139,824.15	179.10	69,656.97	16,785.97	226,446.19
Education & Training	134.00	0.00	0.00	0.00	0.00	134.00
Consulting & Professional Services	30,408.00	4,884.50	0.00	50,976.34	65,954.03	152,222.87
Operating Costs	126.72	196,155.07	0.00	0.00	0.00	196,281.79
Repair & Maintenance	6,442.29	19,119.33	0.00	0.00	0.00	25,561.62
Phone & Utilities	10,189.96	1,062.67	0.00	0.00	0.00	11,252.63
Equipment & Computers	61,391.47	33,434.20	0.00	0.00	0.00	94,825.67
Meeting & Travel	1,696.09	227.96	0.00	6.32	0.00	1,930.37
Other Administrative Costs	16,078.78	13,352.86	0.00	281.08	10,045.59	39,758.31
Indirect Costs Applied	(226,446.19)	0.00	0.00	0.00	0.00	(226,446.19)
Other Expenses	6,345.64	15,258.09	0.00	0.00	0.00	21,603.73
Total Operating Expenses	<u>112,500.97</u>	<u>546,795.40</u>	<u>337.26</u>	<u>182,401.21</u>	<u>107,641.52</u>	<u>949,676.36</u>
Operating Income (Loss)	(112,500.97)	505,447.00	(337.26)	(182,106.71)	(92,350.40)	118,151.66
Nonoperating Income (Expense)						
Member Contributions	725,435.00	0.00	0.00	1,324,325.00	20,000.00	2,069,760.00
Participant Fees	0.00	0.00	0.00	61,000.00	826,910.00	887,910.00
Interest Income	0.00	672,764.74	0.00	0.00	0.00	672,764.74
Retiree Medical Benefits	(10,982.96)	0.00	0.00	0.00	0.00	(10,982.96)
Total Nonoperating Income (Expense)	<u>714,452.04</u>	<u>672,764.74</u>	<u>0.00</u>	<u>1,385,325.00</u>	<u>846,910.00</u>	<u>3,619,451.78</u>
Excess Rev over (under) Exp	<u>\$601,951.07</u>	<u>\$1,178,211.74</u>	<u>(\$337.26)</u>	<u>\$1,203,218.29</u>	<u>\$754,559.60</u>	<u>\$3,737,603.44</u>

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

Customer Name	Project	Total	0-30 Days	31-60 Days	61 and Over
Big Bear Community Services District	Weather Modification	3,000.00			3,000.00
Big Bear Lake DWP	Weather Modification	3,000.00			3,000.00
Chino Basin Desalter Authority	Brine Line	173,427.14	173,427.14		
Chino Basin Watermaster	Weather Modification	5,000.00			5,000.00
Corona, City of	Weather Modification	5,000.00			5,000.00
Department of Water Resources	Prop 84, Prop 1	11,628,932.94			11,628,932.94
Eastern Municipal Water District	Brine Line, Weather Modification	275,063.05	246,963.05		28,100.00
Eastvale, City of	MSAR TMDL	12,155.00			12,155.00
Greater Los Angeles County IRWM	Roundtable of Regions	10,300.00		10,300.00	
Inland Empire Utilities Agency	Brine Line	205,360.09	98,743.88	106,616.21	
Irvine Ranch Water District	Basin Monitoring	21,458.00			21,458.00
Jurupa Community Services District	Basin Monitoring	21,458.00			21,458.00
Lake Elsinore & San Jacinto Watersheds Authority	Weather Modification	10,000.00			10,000.00
Orange County Water District	Weather Modification	28,100.00			28,100.00
Rialto BioEnergy	Brine Line	8,896.88	8,896.88		
Riverside, City of	WECAN	1,197.97			1,197.97
San Antonio Water Company	Weather Modification	5,000.00			5,000.00
San Bernardino County Flood Control District	MSAR TMDL	109,392.00			109,392.00
San Bernardino Valley Municipal Water District	Brine Line	385,101.26	130,039.79	128,185.47	126,876.00
San Diego, City of	Roundtable of Regions	2,600.00		2,600.00	
San Geronio Pass Water Agency	Weather Modification	20,000.00			20,000.00
Santa Ana, City of	Weather Modification	10,000.00			10,000.00
Santa Barbara County IRWM	Roundtable of Regions	3,000.00		3,000.00	
Santa Cruz IRWM Region	Roundtable of Regions	2,500.00		2,500.00	
Triumvirate Environmental	Brine Line	250.00			250.00
University of California, Riverside	MSAR TMDL	12,155.00			12,155.00
Westside Sacramento IRWM	Roundtable of Regions	1,500.00		1,500.00	
Western Environmental Services	Brine Line	250.00			250.00
Western Municipal Water District	Brine Line, PFAS, Weather Modification	479,041.30	378,176.30		100,865.00
Total Accounts Receivable		13,443,138.63	1,036,247.04	254,701.68	12,146,189.91

Santa Ana Watershed Project Authority
Open Task Orders Schedule
Aug-22
(Reflects Invoices Received as of 09/21/22)

Task Order No.	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager	Comments
Project Contracts												
ACS100-23	100-00	Accent Computer Solutions	IT Services	10/01/2021	12/31/2022	\$ 107,375.00	\$ -	\$ 107,375.00	\$ 72,714.15	\$ 34,660.85	Dean Unger	
ACS100-24	100-00	Accent Computer Solutions	Multi-Factor Authentication and Wireless Network Configuration	02/01/2022	12/31/2022	\$ 8,225.00	\$ -	\$ 8,225.00	\$ 7,229.63	\$ 995.37	Dean Unger	
FEBR100-01	100-00	Fedak & Brown, LLP	Professional Audit Services	04/19/2022	06/30/2023	\$ 79,980.00	\$ -	\$ 79,980.00	\$ 7,800.00	\$ 72,180.00	Karen Williams	
GPA100-01	100-00	Gillis & Panichapan Architects	SAWPA Building Renovations	10/13/2020	12/31/2023	\$ 45,200.00	\$ 27,500.00	\$ 72,700.00	\$ 56,821.65	\$ 15,878.35	Edina Goode	
INSOL100-19	100-00	Integrated Systems Solutions	HRIS - Greenshades	03/01/2022	12/31/2022	\$ 17,294.06	\$ 6,143.30	\$ 23,437.36	\$ 22,049.86	\$ 1,387.50	Edina Goode	
INSOL100-20	100-00	Integrated Systems Solutions	Great Plains and Journyx Support	07/01/2022	06/30/2023	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 314.50	\$ 4,685.50	Edina Goode	
KON100-08	100-00	Konica Minolta	Copiers and Scanners Lease	01/15/2021	01/15/2025	\$ 29,040.00	\$ -	\$ 29,040.00	\$ 12,742.54	\$ 16,297.46	Dean Unger	
LSGK100-11	100-00	Lagerlof, LLP	Legal Services	07/01/2022	06/30/2023	\$ 99,830.00	\$ -	\$ 99,830.00	\$ 5,092.00	\$ 94,738.00	Jeff Mosher	
NICO100-08	100-00	Nicolay Consulting Group	GASB 75 Actuarial Valuation and Reports	04/01/2022	06/01/2023	\$ 4,900.00	\$ -	\$ 4,900.00	\$ -	\$ 4,900.00	Karen Williams	
SOL100-13	100-00	Sol Media	Website Hosting and Upgrades	07/01/2022	06/30/2023	\$ 12,340.00	\$ -	\$ 12,340.00	\$ 2,480.00	\$ 9,860.00	Dean Unger	
SOL100-14	100-00	Sol Media	Website Related Changes - Project Specific	07/01/2022	06/30/2023	\$ 14,400.00	\$ -	\$ 14,400.00	\$ 3,480.00	\$ 10,920.00	Dean Unger	
BMH100-02	100-03	Bell, McAndrews, & Hiltachk	FPPC Lobby Reporting	07/01/2022	06/30/2023	\$ 1,320.00	\$ -	\$ 1,320.00	\$ 313.00	\$ 1,007.00	Karen Williams	
WCA100-03-04	100-03	West Coast Advisors	State Legislative Consulting	09/15/2020	12/21/2022	\$ 240,000.00	\$ -	\$ 240,000.00	\$ 204,750.00	\$ 35,250.00	Jeff Mosher	
WO2023-1	240	E S Babcock	Wastewater Sample Collection and Analysis	07/01/2022	06/30/2023	\$ 81,483.00	\$ -	\$ 81,483.00	\$ 11,356.84	\$ 70,126.16	David Ruhl	
DOUG240-04	240	Douglas Environmental	On-Call Brine Line Flow Meter Calibration	07/01/2021	06/30/2023	\$ 21,575.00	\$ 210.00	\$ 21,785.00	\$ 8,935.00	\$ 12,850.00	David Ruhl	
HAZ240-11	240	Haz Mat Trans Inc	Line Draining & Emergency Response	07/01/2021	06/30/2023	\$ 139,360.00	\$ -	\$ 139,360.00	\$ 37,021.25	\$ 102,338.75	David Ruhl	
HAZ240-12	240	Haz Mat Trans Inc	BL Debris Hauling & Disposal Services	07/01/2021	06/30/2023	\$ 63,990.00	\$ -	\$ 63,990.00	\$ -	\$ 63,990.00	David Ruhl	
INN240-04	240	Innerline Engineering	Brine Line On-Call Inspection Services	07/01/2021	06/30/2023	\$ 99,050.00	\$ -	\$ 99,050.00	\$ 8,816.38	\$ 90,233.62	David Ruhl	
INN240-05	240	Innerline Engineering	Brine Line Pipeline Cleaning Services	07/01/2022	06/30/2024	\$ 264,880.00	\$ -	\$ 264,880.00	\$ -	\$ 264,880.00	David Ruhl	
RFC240-02	240	Raftelis Financial Consulting	Inland Empire Brine Line Reserve Policy	11/01/2021	12/31/2022	\$ 50,895.00	\$ 18,600.00	\$ 69,495.00	\$ 60,157.50	\$ 9,337.50	David Ruhl	
TKE240-03	240	TKE Engineering & Planning	On-Call Brine Line Land Surveying	07/01/2021	06/30/2023	\$ 36,800.00	\$ -	\$ 36,800.00	\$ -	\$ 36,800.00	David Ruhl	
NAWC370-03	370-01	North American Weather Consultants	SAR Weather Modification Pilot Operations	07/01/2022	06/30/2026	\$ 1,061,912.00	\$ -	\$ 1,061,912.00	\$ -	\$ 1,061,912.00	Mark Norton	
GECO370-01	370-02	Geosyntec Consultants	Stormwater Assessment Proposal	06/01/2022	06/30/2023	\$ 22,200.00	\$ -	\$ 22,200.00	\$ 21,840.25	\$ 359.75	Mark Norton	
WSC373-01	373	Water Systems Consulting	FYE 2023 Roundtable of Regions Network Coordinator	07/01/2022	06/30/2023	\$ 72,900.00	\$ -	\$ 72,900.00	\$ 2,310.00	\$ 70,590.00	Ian Achimore	
KSC374-02	374	Kahn, Soares, & Conway	Basin Monitoring TF Regulatory Support	07/01/2021	06/30/2023	\$ 116,000.00	\$ -	\$ 116,000.00	\$ 46,415.00	\$ 69,585.00	Mark Norton	
WEST374-01	374	West Yost	Workplan for Basin Monitoring Program TF Planning	07/01/2021	12/31/2022	\$ 339,102.00	\$ -	\$ 339,102.00	\$ 230,327.75	\$ 108,774.25	Mark Norton	122

Santa Ana Watershed Project Authority
Open Task Orders Schedule
Aug-22
(Reflects Invoices Received as of 09/21/22)

Task Order No. Project Contracts	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager	Comments
CDM377-01	377-01	CDM Smith	PFAS Regional Analysis for Upper Santa Ana River Watershed	07/01/2022	06/30/2023	\$ 323,825.00	\$ -	\$ 323,825.00	\$ 70,241.84	\$ 253,583.16	Mark Norton	
SAWA381-01	381	Santa Ana Watershed Association	Van Buren Bridge Sucker Restoration	09/26/2018	12/31/2022	\$ 15,130.20	\$ 13,846.47	\$ 28,976.67	\$ 24,592.89	\$ 4,383.78	Ian Achimore	
CDM384-18	384-01	CDM Smith	2023 Triennial Report for MSAR Bacterial Indicator TMDL	07/01/2022	03/31/2023	\$ 78,120.00	\$ -	\$ 78,120.00	\$ 9,303.75	\$ 68,816.25	Rick Whetsel	
GEI384-02	384-01	GEI Consultants	MSAR TMDL - Limited Basin Plan Amendment Revisions	07/01/2022	06/30/2023	\$ 67,000.00	\$ -	\$ 67,000.00	\$ -	\$ 67,000.00	Rick Whetsel	
KSC384-02	384-01	Kahn, Soares, & Conway	MSAR Pathogen TMDL TF Regulatory Support	07/01/2021	06/30/2023	\$ 149,750.00	\$ -	\$ 149,750.00	\$ 45,456.50	\$ 104,293.50	Rick Whetsel	
CDM386-16	386	CDM Smith	Implementation of SAR Regional Bacteria Monitoring Program	01/01/2021	06/30/2024	\$ 1,070,535.00	\$ 27,900.00	\$ 1,098,435.00	\$ 477,556.87	\$ 620,878.13	Rick Whetsel	
IERCD387-01	387	Inland Empire Resource Conservation District	Arundo Donax Removal in the SAR Basin Headwaters	07/19/2022	12/31/2027	\$ 147,777.07	\$ -	\$ 147,777.07	\$ -	\$ 147,777.07	Ian Achimore	
JPW392-01	392	JPW Communications	Emerging Constituents Program Social Media Support	07/01/2020	06/30/2023	\$ 105,000.00	\$ -	\$ 105,000.00	\$ 75,458.25	\$ 29,541.75	Mark Norton	
KSC392-02	392	Kahn, Soares, & Conway	Emerging Constituents Program TF Regulatory Support	07/01/2021	06/30/2023	\$ 46,500.00	\$ -	\$ 46,500.00	\$ 9,707.50	\$ 36,792.50	Mark Norton	
QUAN504-01	504-04	Quantum Spatial, Inc.	Water Efficiency Budget Assistance	02/10/2021	02/28/2023	\$ 594,387.00	\$ -	\$ 594,387.00	\$ -	\$ 594,387.00	Ian Achimore	
RMC504-401-09	504-04	Woodard & Curran	SARCCUP Program Mgmt. Services	07/01/2022	06/30/2023	\$ 84,030.00	\$ -	\$ 84,030.00	\$ 9,580.00	\$ 74,450.00	Ian Achimore	
										<u>\$ 4,266,440.20</u>		

LIST OF SAWPA FUNDS

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

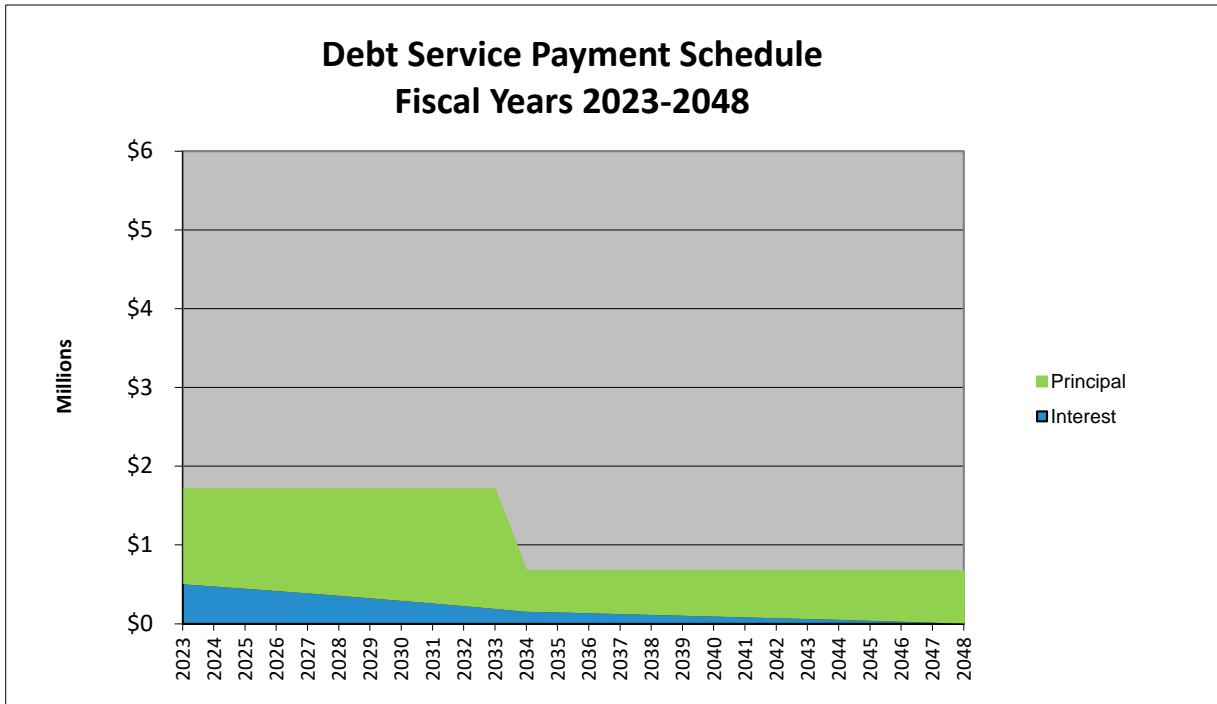
Santa Ana Watershed Project Authority
 Brine Line Debt Service Funding Analysis
 August 31, 2022

FYE	T-Strip Maturity	Capacity Loan Receipts	Rates	Loan Pymts	Interest Earned *	Excess Cash	Ending Cash Balance
	Beginning Balance						2,835,501
2023	-	-	1,709,476	(1,709,476)	44,442	44,442	2,879,943
2024	-	-	1,709,476	(1,709,476)	45,331	45,331	2,925,274
2025	-	-	1,709,476	(1,709,476)	46,238	46,238	2,971,512
2026	-	-	1,709,476	(1,709,476)	47,162	47,162	3,018,675
2027	-	-	1,709,476	(1,709,476)	48,106	48,106	3,066,780
2028	-	-	1,709,476	(1,709,476)	49,068	49,068	3,115,848
2029	-	-	1,709,476	(1,709,476)	50,049	50,049	3,165,897
2030	-	-	1,709,476	(1,709,476)	51,050	51,050	3,216,948
2031	-	-	1,709,476	(1,709,476)	52,071	52,071	3,269,019
2032	-	-	1,709,476	(1,709,476)	53,113	53,113	3,322,131
2033	-	-	1,709,476	(1,709,476)	54,175	54,175	3,376,306
2034	-	-	665,203	(665,203)	55,258	55,258	3,431,565
2035	-	-	665,203	(665,203)	56,364	56,364	3,487,929
2036	-	-	665,203	(665,203)	57,491	57,491	3,545,419
2037	-	-	665,203	(665,203)	58,641	58,641	3,604,061
2038	-	-	665,203	(665,203)	59,813	59,813	3,663,873
2039	-	-	665,203	(665,203)	61,010	61,010	3,724,883
2040	-	-	665,203	(665,203)	62,230	62,230	3,787,113
2041	-	-	665,203	(665,203)	63,474	63,474	3,850,587
2042	-	-	665,203	(665,203)	64,744	64,744	3,915,331
2043	-	-	665,203	(665,203)	66,039	66,039	3,981,370
2044	-	-	665,203	(665,203)	67,360	67,360	4,048,730
2045	-	-	665,203	(665,203)	68,707	68,707	4,117,436
2046	-	-	665,203	(665,203)	70,081	70,081	4,187,517
2047	-	-	665,203	(665,203)	71,483	71,483	4,259,000
2048	-	-	665,203	(665,203)	72,912	72,912	4,331,912
	-	-	28,782,271	(28,782,271)	1,496,411	1,496,411	-

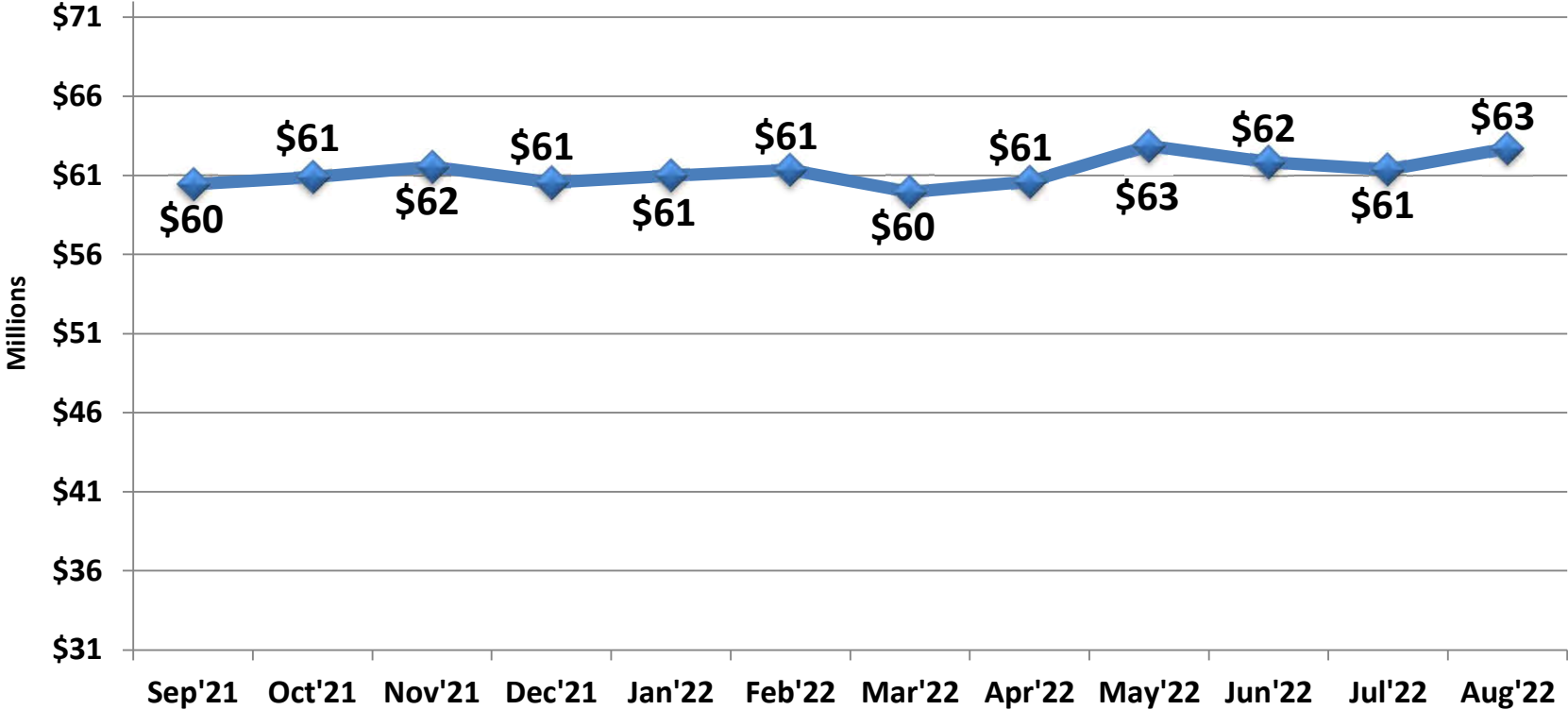
*Interest earned is based on a conservative 1.00% average return over the period

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

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



Total Cash & Investments





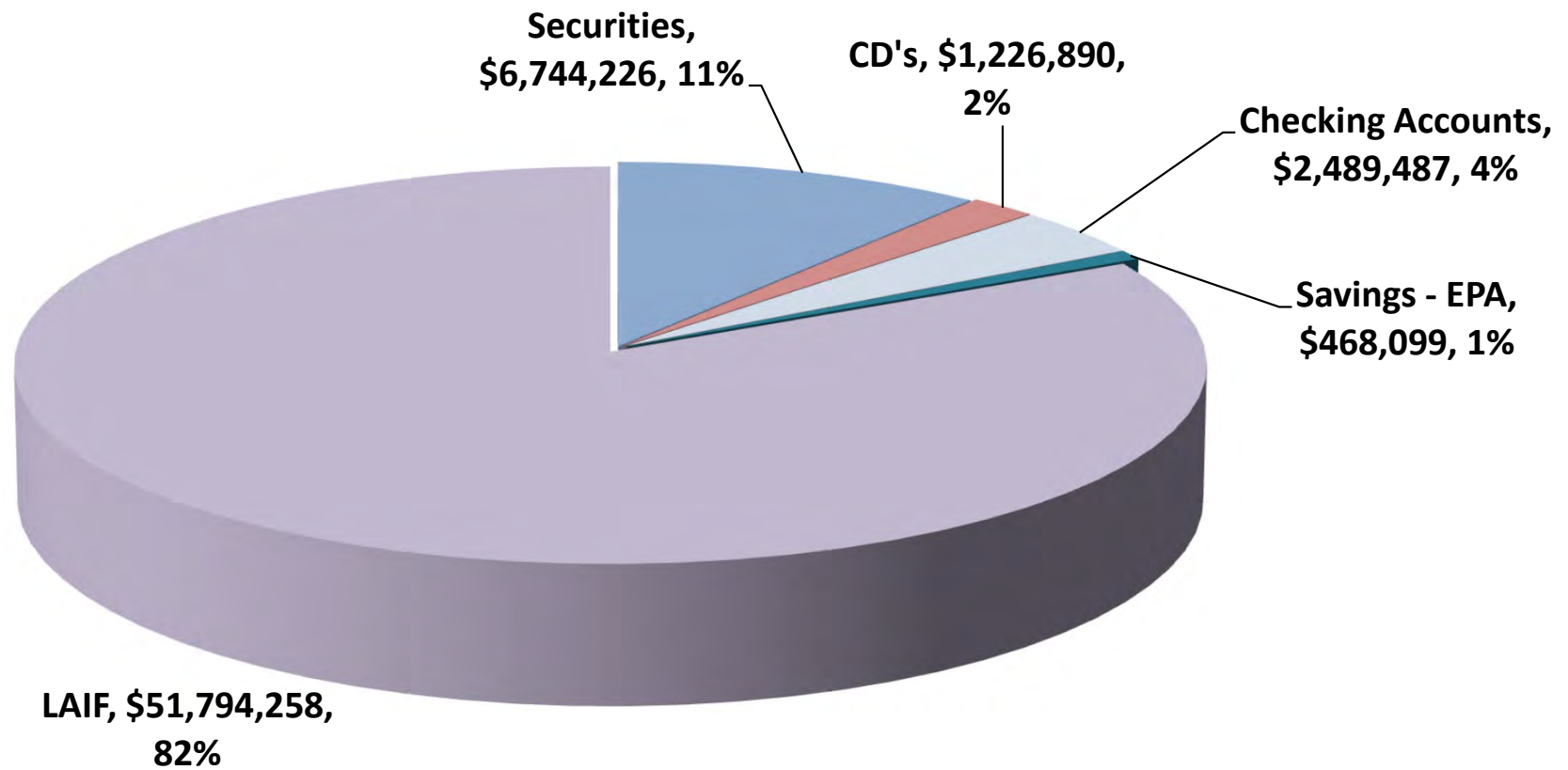
CASH BALANCE & SOURCE OF FUNDS

August 31, 2022

Fund Accounts		Cash and Investments					
	Total	Checking (Cash)	LAIF Account	Savings EPA	Investment Securities	Certificates of Deposit	Total
100	General Fund	\$ 2,052,302	2,052,302	-	-	-	\$ 2,052,302
100	Building Reserve	\$ 807,019	-	807,019	-	-	\$ 807,019
370	Basin Planning General	\$ 483,837	-	483,837	-	-	\$ 483,837
370	USBR Partnership Studies	\$ 46,304	-	46,304	-	-	\$ 46,304
373	Watershed Management Plan	\$ 634,778	-	634,778	-	-	\$ 634,778
240	Self Insurance Reserve	\$ 4,361,363	-	4,361,363	-	-	\$ 4,361,363
240	Brine Line Debt Retirement	\$ 2,835,501	-	2,835,501	-	-	\$ 2,835,501
240	Brine Line - Pipeline Replacement	\$ 23,019,731	-	15,048,615	-	6,744,226	\$ 23,019,731
240	Brine Line - OC San Rehabilitation	\$ 2,394,650	-	2,394,650	-	-	\$ 2,394,650
240	Brine Line - Capacity Management	\$ 12,058,828	-	12,058,828	-	-	\$ 12,058,828
240	Brine Line - OC San Future Capacity	\$ 1,846,246	-	1,846,246	-	-	\$ 1,846,246
240	Brine Line - Flow Imbalance Reserve	\$ 84,749	-	84,749	-	-	\$ 84,749
240	Brine Line - Rate Stabilization Reserve	\$ 1,034,585	-	1,034,585	-	-	\$ 1,034,585
240	Brine Line - Operating Reserve	\$ 2,269,963	-	2,269,963	-	-	\$ 2,269,963
240	Brine Line - Operating Cash	\$ 4,582,728	437,185	4,145,543	-	-	\$ 4,582,728
401	Legal Defense Fund	\$ 468,099	-	-	468,099	-	\$ 468,099
374	Basin Monitoring Program TF	\$ 542,544	-	542,544	-	-	\$ 542,544
377	PFAS Study	\$ 209,094	-	209,094	-	-	\$ 209,094
378	Weather Modification	\$ 19,585	-	19,585	-	-	\$ 19,585
381	SAR Fish Conservation	\$ 118,498	-	118,498	-	-	\$ 118,498
384	Middle SAR TMDL TF	\$ 261,551	-	261,551	-	-	\$ 261,551
386	RWQ Monitoring TF	\$ 143,945	-	143,945	-	-	\$ 143,945
387	Mitigation Bank Credits	\$ 851,486	-	851,486	-	-	\$ 851,486
392	Emerging Constituents TF	\$ 108,182	-	108,182	-	-	\$ 108,182
504	Prop 84 - SARCCUP Projects	\$ 1,354,752	-	1,354,752	-	-	\$ 1,354,752
505	Prop 1 - Capital Projects	\$ 82,106	-	82,106	-	-	\$ 82,106
505	Prop 1 - Capital Projects - Passthrough	\$ 50,534	-	50,534	-	-	\$ 50,534
		\$ 62,722,959	\$ 2,489,487	\$ 51,794,258	\$ 468,099	\$ 6,744,226	\$ 62,722,959

Cash & Investments - August 2022

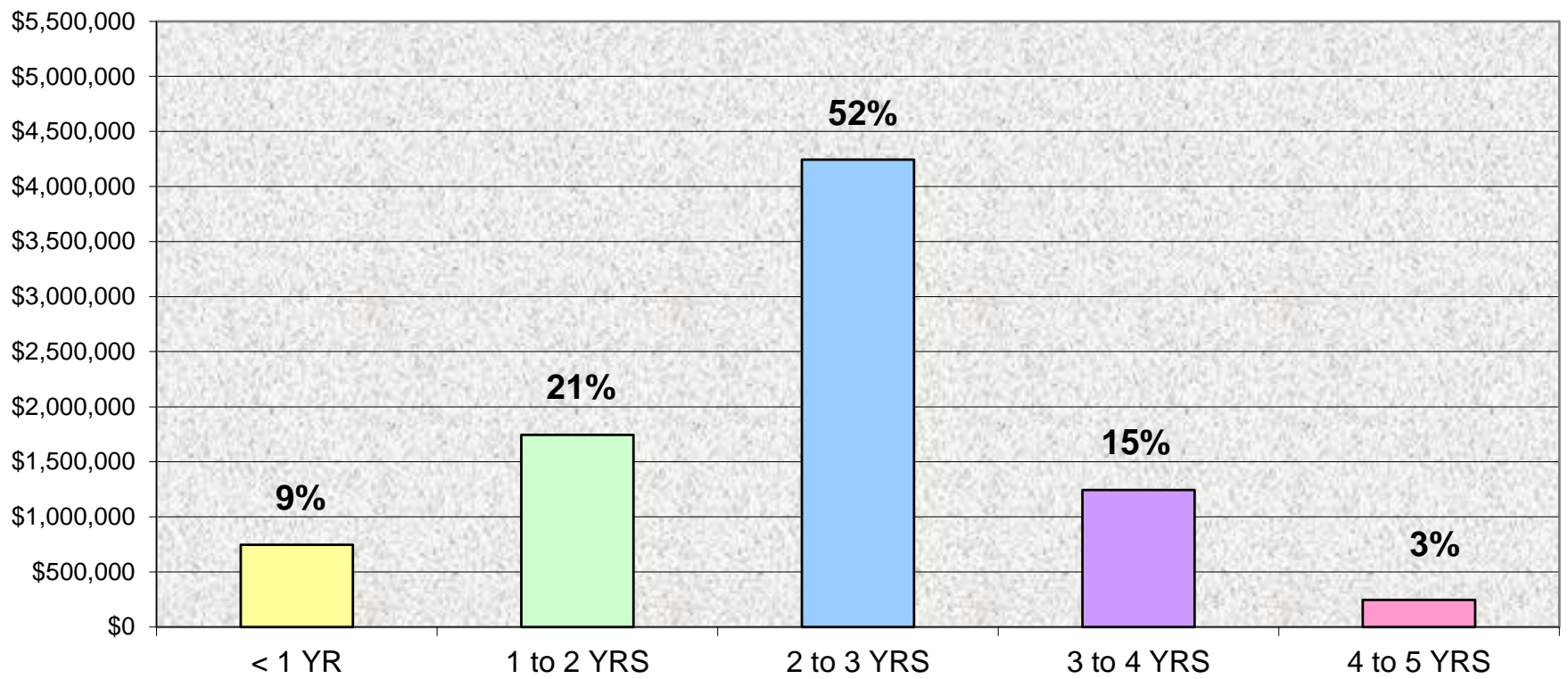
\$62,722,959



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

Reserve Account	Balance @ 6/30/2022	Interest Earned	Fund Receipts/ Contributions	Debt Service Payments	Inter-Fund Loans	Fund Expenses	Balance @ 8/31/2022	Estimated Fund Changes	Balance @ 6/30/2023
Brine Line Operating Cash	3,616,906	12,780	2,533,440			(1,580,398)	4,582,728	-	4,582,728
Brine Line Operating Reserve	2,189,602		80,361				2,269,963	-	2,269,963
Flow Imbalance Reserve	84,572	177					84,749	-	84,749
OC San Future Capacity	1,842,396	3,849					1,846,246	-	1,846,246
Capacity Management	12,033,687	25,141					12,058,828	-	12,058,828
Rate Stabilization Reserve	1,032,428	2,157					1,034,585	-	1,034,585
Pipeline Replacement	22,758,505	16,997	244,591			(362)	23,019,731	(984,617)	22,035,114
OC San Rehabilitation	2,389,658	4,993					2,394,650	-	2,394,650
Debt Retirement	2,829,589	5,912					2,835,501	-	2,835,501
Self Insurance	4,352,284	9,079					4,361,363	-	4,361,363
General Fund	1,699,671	8,466	730,906		(658,503)	271,762	2,052,302	-	2,052,302
Building Reserve	746,799	1,560	100,000			(41,340)	807,019	-	807,019
	55,576,098	91,110	3,689,298	-	(658,503)	(1,350,338)	57,347,666	(984,617)	56,363,049

Twelve Month Maturity Schedule Securities

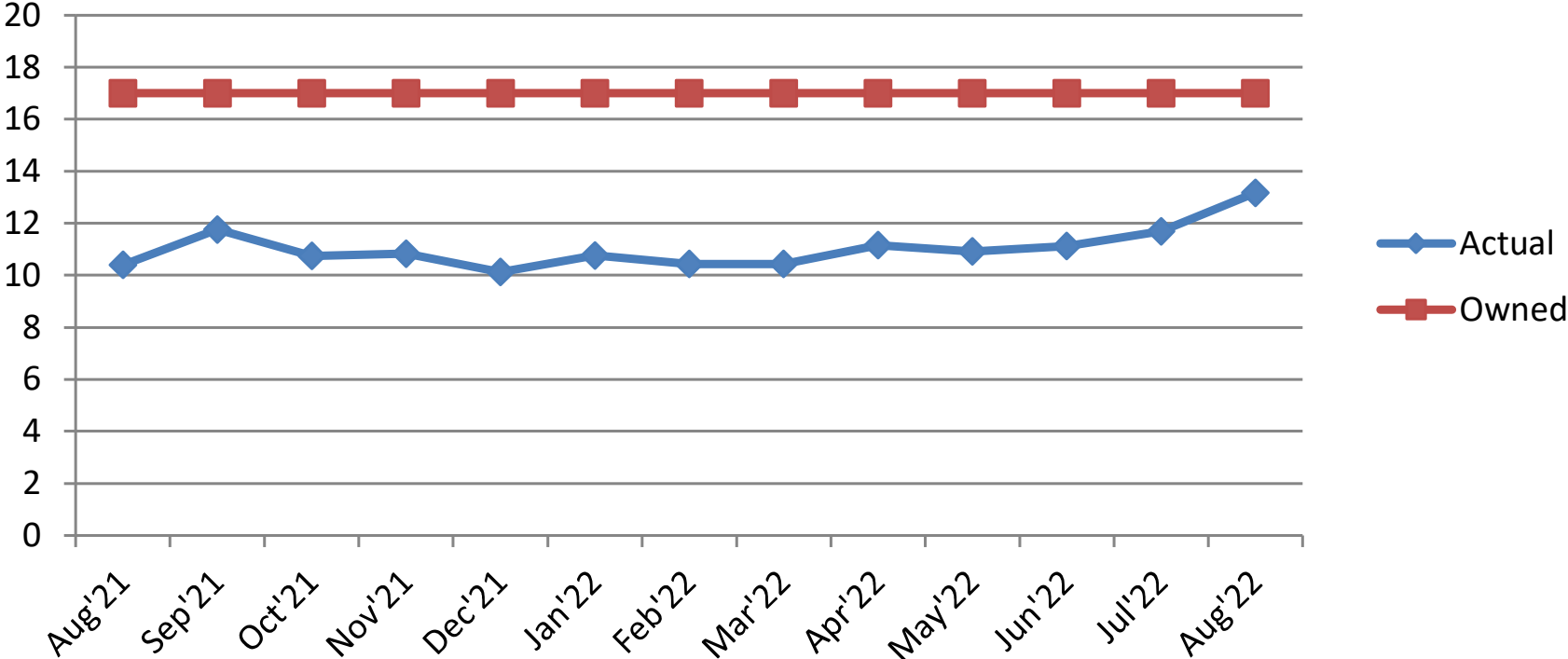


SAWPA
TREASURER'S REPORT
As of August 31, 2022

Investment Commercial
Safekeeping US Bank

Type	Security	Purchase Date	Maturity Date	Unit Cost	Cost	Principal	Current Value	Market Value	Interest Rate
Agency	FHLB	2/4/2020	12/13/2024	106.25	\$ 531,250.00	\$ 500,000.00	\$ 500,000.00	491,768.00	2.750%
Agency	FHLB	6/21/2022	6/28/2024	99.11	\$ 991,130.00	\$ 1,000,000.00	\$ 1,000,000.00	987,000.00	2.750%
Agency	FHLB	8/30/2022	11/27/2024	100.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	999,550.00	2.650%
Agency	FNMA	2/4/2020	1/7/2025	101.08	\$ 505,380.00	\$ 500,000.00	\$ 500,000.00	479,555.00	1.625%
Agency	FNMA	10/30/2020	8/25/2025	99.53	\$ 995,952.00	\$ 1,000,000.00	\$ 1,000,000.00	911,902.00	0.375%
Agency	USTN	4/19/2021	11/30/2025	98.25	\$ 982,500.00	\$ 1,000,000.00	\$ 1,000,000.00	904,805.00	0.375%
Agency	USTN	9/15/2021	5/31/2025	99.58	\$ 989,726.56	\$ 1,000,000.00	\$ 1,000,000.00	915,586.00	0.250%
CORP	Apple Inc.	10/15/2018	5/3/2023	95.98	\$ 479,898.50	\$ 500,000.00	\$ 500,000.00	496,496.00	2.400%
CORP	Toyota Motor Credit Corp.	10/15/2018	9/20/2023	99.55	\$ 497,747.50	\$ 500,000.00	\$ 500,000.00	499,201.00	3.450%
CD	American Express Natl Bank	8/17/2022	8/19/2024	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	245,031.61	3.350%
CD	Beal Bank USA	8/17/2022	8/12/2026	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	243,205.87	3.200%
CD	Synchrony Bank	8/12/2022	8/12/2025	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	244,833.40	3.350%
CD	Goldman Sachs Bank USA	12/20/2017	12/20/2022	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	247,933.04	2.500%
CD	Capital One Bank USA	5/25/2022	5/25/2027	100.00	\$ 246,000.00	\$ 246,000.00	\$ 246,000.00	243,073.58	3.200%
					\$ 8,202,584.56	\$ 8,229,000.00	\$ 8,229,000.00	7,909,940.50	2.302%

Average Daily Flow by Month





SUMMARY OF LABOR MULTIPLIERS

		Benefit Rate
Total Employee Benefits	209,335	0.294
Total Payroll	712,309	
Gross Indirect Costs	674,367	
Less: Member Contributions & Other Revenue	(79,167)	
Indirect Costs for Distribution	595,201	
		Indirect Rate
Direct Labor	400,481	1.486
Indirect Costs	595,201	
FY 2022-23 Labor multiplier - thru 08/31/22		1.780
FY 2022-23 Budgeted Labor multiplier		<u>2.028</u>
FY 2021-22 Labor multiplier		<u>1.993</u>
FY 2020-21 Labor multiplier		<u>1.724</u>
FY 2019-20 Labor multiplier		<u>2.309</u>



INDIRECT COSTS

(to be Distributed)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru</u> <u>8/31/22</u>
51000	Salaries - Regular	\$ 311,828
52000	Benefits	\$ 130,968
60111	Tuition Reimbursement	\$ -
60112	Training	\$ 828
60113	Education	\$ -
60114	Other Training & Education	\$ 268
60120	Audit Fees	\$ 7,800
60121	Consulting	\$ 38,793
60126	Temporary Services	\$ -
60128	Other Professional Services	\$ 700
60129	Other Contract Services	\$ -
60130	Legal Fees	\$ 2,647
60133	Employment Recruitment	\$ -
60153	Materials & Supplies	\$ 127
60154	Safety	\$ 443
60155	Security	\$ 478
60156	Custodial Contract Services	\$ 3,641
60157	Landscaping Maintenance	\$ 1,497
60158	HVAC	\$ 4,621
60159	Facility Repair & Maintenance	\$ 2,107
60160	Telephone	\$ 7,900
60161	Cellular Services	\$ 1,280
60163	Electricity	\$ 4,095
60164	Water Services	\$ 930
60170	Equipment Expensed	\$ 1,310
60171	Equipment Rented	\$ 2,225

(Continued - next column)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru</u> <u>8/31/22</u>
60172	Equipment Repair / Maintenance	\$ 118
60180	Computer Hardware	\$ 4,075
60181	Computer Software	\$ 66,488
60182	Internet Services	\$ 3,951
60183	Computer Supplies	\$ 73
60184	Computer Repair/Maint	\$ -
60185	Cloud Storage	\$ 2,549
60190	Offsite Meeting/Travel Expense	\$ -
60191	In House Meetings	\$ -
60192	Conference Expense	\$ 1,696
60193	Car, Repair, Maintenance	\$ -
60200	Dues	\$ -
60202	Subscriptions	\$ 1,305
60203	Contributions	\$ 15,000
60210	Bank Charges	\$ -
60211	Shipping/Postage	\$ 22
60212	Office Supplies	\$ 356
48000	Commission Fees	\$ 7,920
60221	Commission Mileage Reimb.	\$ 36
60222	Other Commission Expense	\$ -
60230	Other Expense	\$ 141
60240	Building Lease	\$ 1,499
81010	Retiree Medical Expense	\$ 15,298
80001	Insurance Expense	\$ 12,691
80000	Building Repair/Replacement Reserve	\$ 16,667
80000	Fixed Assets	\$ -

Total Costs \$ 674,367

Direct Costs Paid by Projects	\$ 556,667
Member Contribution Offset	\$ 79,167
	\$ 635,833

Over (Under) Allocation %	-5.1%
Over (Under) Allocation of General Fund Costs	\$ (38,534)



BENEFITS SUMMARY

(Distributed based on Actual Labor)

<u>G/L Acct</u>	<u>Description</u>		<u>Budget</u>		<u>Actual @ 8/31/22</u>		<u>Projected FYE 2023</u>
70101	FICA Expense	\$	201,621	\$	27,345	\$	201,621
70102	Medicare Expense	\$	59,017	\$	7,616	\$	59,017
70103	State Unemployment Insurance	\$	4,851	\$	-	\$	4,851
70104	Worker's Compensation Insurance	\$	49,120	\$	8,813	\$	49,120
70105	State Disability Insurance	\$	30,010	\$	3,106	\$	30,010
70106	PERS Pension Plan	\$	543,352	\$	72,443	\$	543,352
70111	Medical Expense	\$	677,598	\$	73,015	\$	677,598
70112	Dental Expense	\$	32,526	\$	4,201	\$	32,526
70113	Vision Insurance	\$	8,526	\$	1,207	\$	8,526
70114	Life Insurance Expense	\$	15,528	\$	2,390	\$	15,528
70115	Long Term Disability	\$	18,186	\$	2,699	\$	18,186
70116	Wellness Program Expense	\$	3,900	\$	-	\$	3,900
70120	Car Allowance	\$	45,000	\$	6,500	\$	45,000
	Total Benefits	\$	1,689,235	\$	209,335	\$	1,689,235
	Total Payroll	\$	4,025,165	\$	712,309	\$	4,025,165
	Benefits Rate		42.0%		29.4%		42.0%

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

	Fund	Budget	Actual	%
100	General Fund	27,580	4,011	14.54%
145	Prop 84 - 2015 Program Mgmt	815	284	34.82%
150	Prop1 - Program Management	1,240	175	14.07%
240	Brine Line Enterprise	20,920	3,117	14.90%
320	Brine Line Protection	704	1	0.18%
327	Reach IV-D Corrosion Repairs	290	-	0.00%
370-01	Basin Planning General	1,690	430	25.46%
370-02	USBR Partnership Studies	130	17	13.27%
373	Watershed Management (OWOW)	1,865	517	27.73%
374	Basin Monitoring Program TF	575	84	14.65%
377	PFAS Study	-	61	
378	Weather Modification	-	74	
381	SAR Fish Conservation	220	3	1.48%
384-01	MSAR TMDL TF	122	61	49.80%
386MONIT	RWQ Monitoring TF	124	11	8.87%
387	Arundo Removal & Habitat Restoration	215	26	12.21%
392	Emerging Constituents TF	235	37	15.64%
397ADMIN	WECAN Riverside	200	11	5.50%
477-02	LESJWA - Administration	355	67	18.94%
477TMDL	LESJWA - TMDL Task Force	445	159	35.67%
504-401IMPLE	Prop 84 - Final Round Implementation	110	3	2.73%
504-401PA23	Prop 84 - Final Round PA23 Admin	245	9	3.57%
504-402PA22	Prop84 - Final Round PA22 Admin	150	12	7.67%
504-402RATES	Prop 84 - Final Round Water Rates	105	8	7.62%
505-00	Prop1 - Capital Projects	545	52	9.50%
		58,880	9,229	15.67%


Note: Should be at 16.67% of budget for 2 months

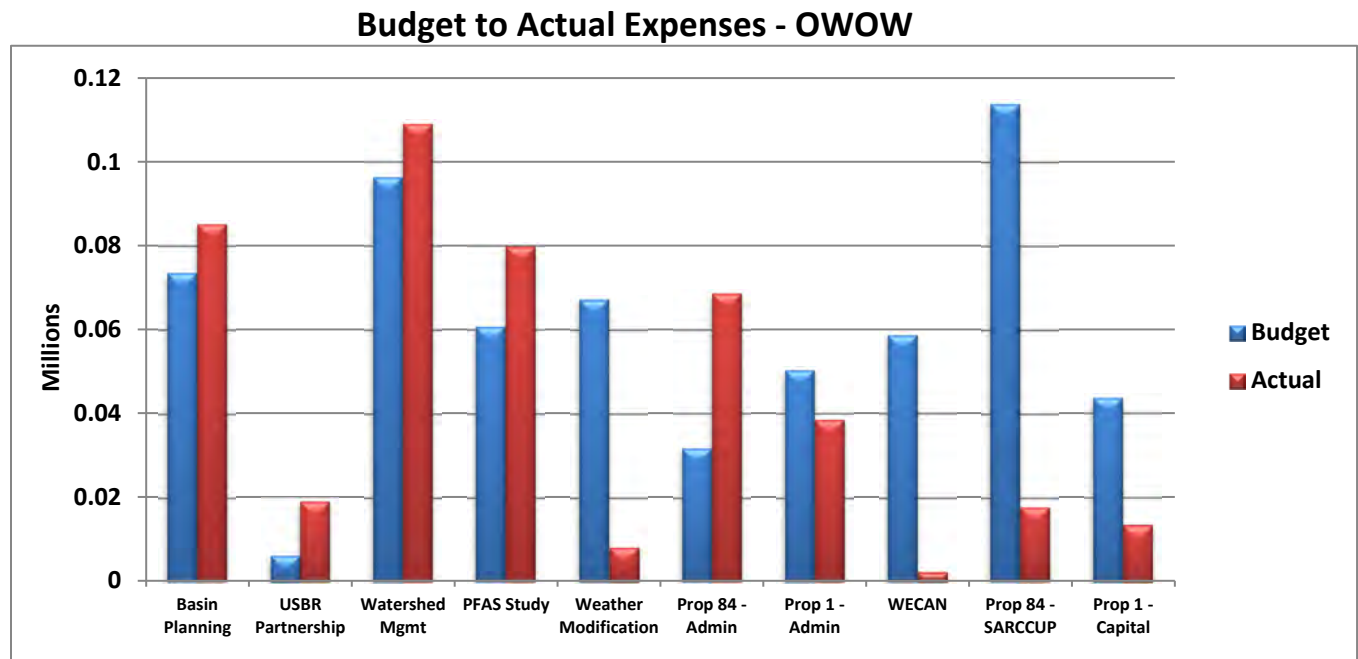
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**Santa Ana Watershed Project Authority
PA25 - OWOW Fund - Financial Report
August 2022**

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

Overview	This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) through August 2022 unless otherwise noted.
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Budget to Actual Expenses - OWOW				 Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Planning General	\$441,260	\$73,543	\$85,127	(\$11,584)
USBR Partnership Studies	87,663	6,277	18,757	(12,480)
Watershed Mgmt. (OWOW)	577,716	96,286	109,019	(12,733)
PFAS Study	363,825	60,638	79,700	(19,062)
Weather Modification	403,000	67,167	8,221	58,946
Prop 84 - Administration	190,677	31,780	68,576	(36,796)
Prop 1 – Administration	301,706	50,284	38,452	11,832
WECAN - Riverside	351,208	58,535	2,339	56,196
Prop 84 – SARCCUP & Other	683,247	113,875	17,757	96,118
Prop 1 – Capital Projects	261,706	43,618	13,495	30,123
Total	\$3,662,008	\$602,003	\$441,443	\$160,560

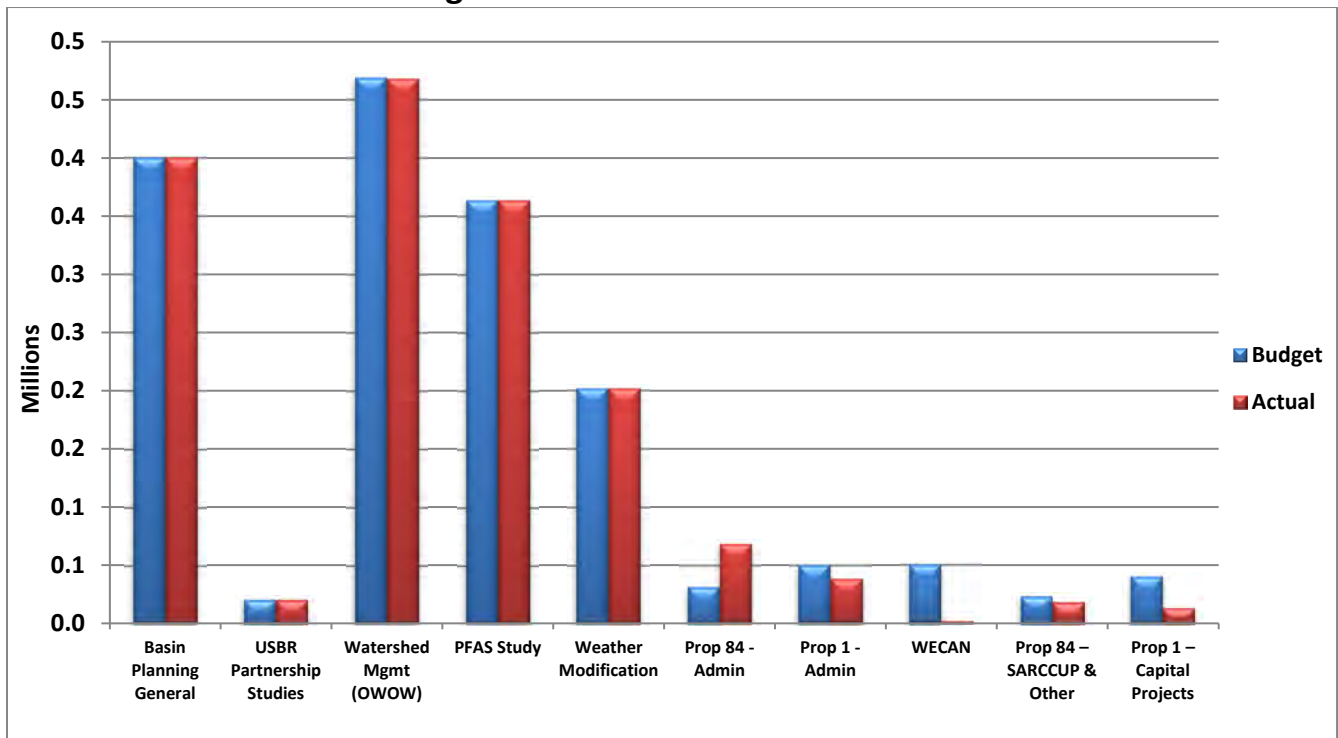


Budget to Actual Revenues - OWOW



	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Planning General	\$400,000	\$400,000	\$400,000	\$-
USBR Partnership Studies	70,000	20,000	20,000	-
Watershed Mgmt. (OWOW)	468,700	468,700	467,900	(800)
PFAS Study	363,825	363,825	363,825	-
Weather Modification	403,000	201,500	201,500	-
Prop 84 - Administration	190,677	31,780	68,576	36,796
Prop 1 – Administration	301,706	50,284	38,452	(11,832)
WECAN - Riverside	351,208	50,201	2,339	(47,862)
Prop 84 – SARCCUP & Other	296,370	22,728	17,757	(4,971)
Prop 1 – Capital Projects	261,709	40,125	13,495	(26,630)
Total	\$3,107,192	\$1,649,143	\$1,593,844	(\$55,299)

Budget to Actual Revenues - OWOW







Reserve Fund Balance

	Amount
Basin Planning General	\$483,837
USBR Partnership Studies	46,304
Watershed Management (OWOW)	634,778
PFAS Study	209,094
Weather Modification	19,585
Proposition 84 – SARCCUP & Other	1,354,752
Proposition 1 – Capital Projects	132,640
Total Reserves	\$2,880,990

Legend

Compared to Budget

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

Staff Comments

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


1) Total revenues are 3.5% below budget. Since this is the second month of the FYE 2023 Budget, projects tend to start out slowly. It is anticipated that all projects will be on track with the budget at the end of the fiscal year.

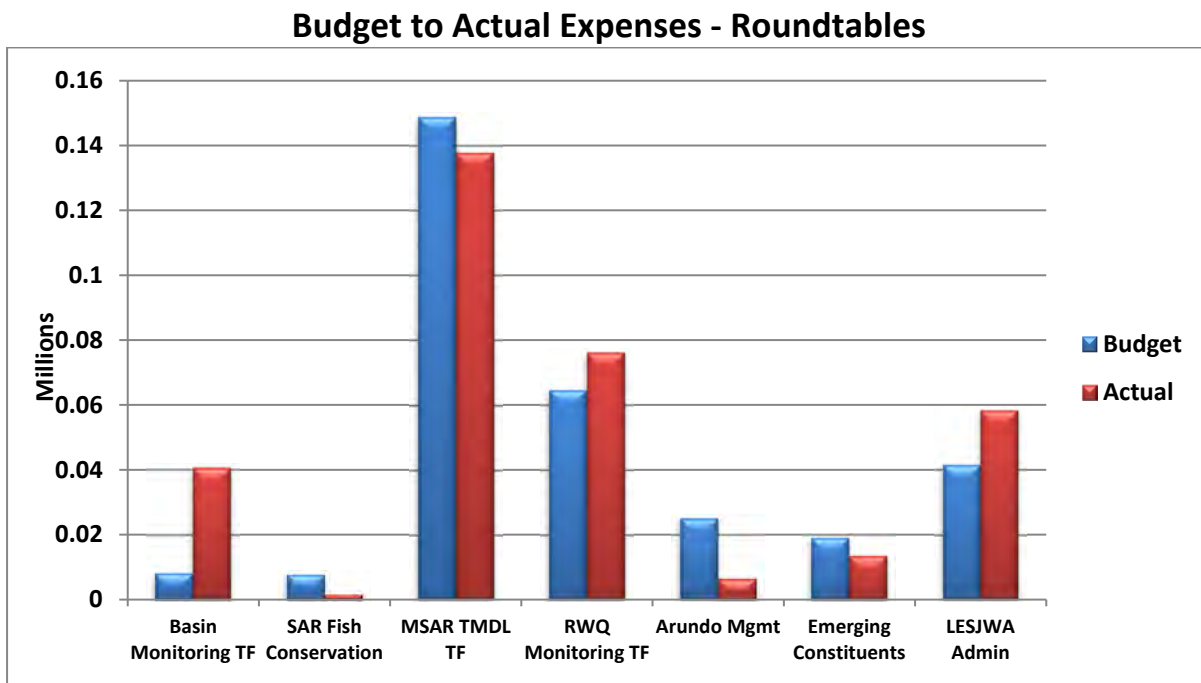
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**Santa Ana Watershed Project Authority
PA26 - Roundtable Fund - Financial Report
August 2022**

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

Overview	This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) through August 2022 unless otherwise noted.
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Budget to Actual Expenses - Roundtables				 On Track
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Monitoring TF	\$486,892	\$81,149	\$40,545	\$40,604
SAR Fish Conservation	296,983	7,831	1,716	6,115
MSAR TMDL TF	319,976	148,850	137,779	11,071
RWQ Monitoring TF	387,574	64,596	76,123	(11,527)
Arundo Mgmt.	150,292	25,049	6,494	18,555
Emerging Constituents	113,856	18,976	13,385	5,591
LESJWA Admin	198,307	41,385	58,197	(16,812)
Total	\$1,953,880	\$387,836	\$334,239	\$53,597



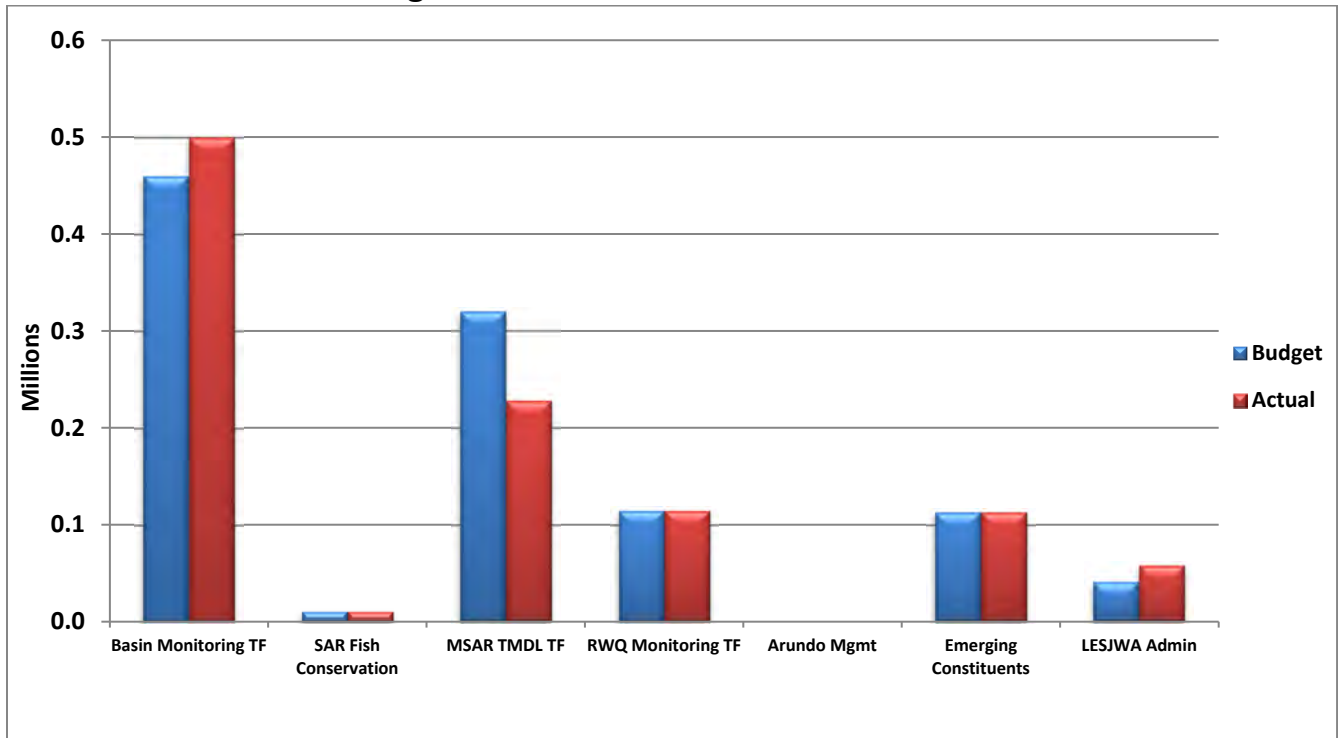
Budget to Actual Revenues - Roundtables



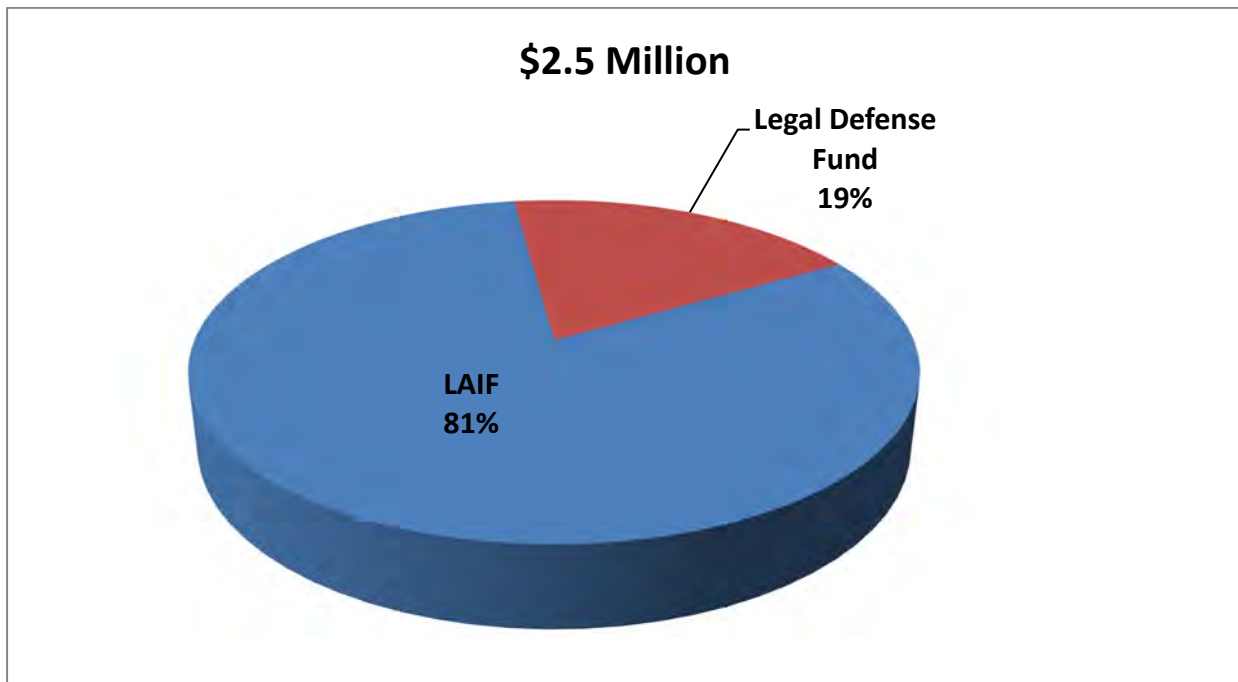
Behind

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Monitoring TF	\$485,998	\$485,998	\$500,017	\$14,019
SAR Fish Conservation	279,000	10,000	10,000	-
MSAR TMDL TF	319,625	319,625	227,903	(91,722)
RWQ Monitoring TF	386,845	114,625	114,625	-
Arundo Mgmt.	889,900	-	-	-
Emerging Constituents	113,000	113,000	113,009	9
LESJWA Admin	198,307	41,385	58,197	16,812
Total	\$2,672,675	\$1,084,633	\$1,023,751	(\$60,882)

Budget to Actual Revenues - Roundtables



Total Cash & Investments







Reserve Fund Balance

	Amount
Basin Monitoring Task Force	\$542,544
SAR Fish Conservation	118,498
Middle SAR TMDL Task Force	261,551
Regional Water Quality Monitoring Task Force	143,945
Arundo Management & Habitat	851,486
Emerging Constituents Task Force	108,182
Legal Defense Fund	468,099
Total Reserves	\$2,494,305

Legend

Compared to Budget

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

Staff Comments

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

- 1) Expenses are on track with the budget. Revenues are 5% below budget.



SAWPA OWOW Status Report 7/1/22 thru 9/30/22



PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
OWOW Planning	Integrated Regional Water Management Planning and Grant Application Support for the Santa Ana River Watershed	<ul style="list-style-type: none"> • Staff worked with the Roundtable of IRWM Regions Network Coordinator to facilitate bi-monthly meetings with Roundtable members that include DWR staff to discuss pertinent topics. • Staff held a series of participatory budgeting workshops for the Call for Projects for Prop 1 Round 2 IRWM grant funding. Through the workshops a final list of 13 projects were identified and recommended to the OWOW Steering Committee and SAWPA Commission. 	<ul style="list-style-type: none"> • Update the Roundtable of Regions website on a continual basis. • Submit a final Department of Water Resources application of 13 projects for Prop 1 Round 2 IRWM funding 	October 4 Commission meeting
Santa Ana River Watershed Weather Modification Pilot Project	Conduct a pilot project with validation and stormwater capture analysis for weather modification (cloud seeding) program for the Santa Ana River Watershed	<ul style="list-style-type: none"> • Multiple presentations about weather modification (cloud seeding) were provided by SAWPA staff to SAWPA member agencies and their subagencies over the past quarter. • Based on action of the SAWPA Commission on July 19, 2022, a contract with North American Weather Consultants Inc. (NAWC) was approved with SAWPA for the four-year pilot project. • A kickoff meeting was held among SAWPA staff and NAWC to commence the preparatory work such as local site agreement (10 agreements for 15 seeding sites), equipment ordering and logistics necessary to potentially start in Nov. 2022. It was generally agreed that executing all the agreements with a two-month time frame would be extremely challenging. If the vast majority of the agreements were not executed by mid-Sept 2022, the SAWPA staff will recommend that the seeding start be postponed to Nov. 2023. • Presentations about the SAWPA weather modification pilot continue with presentations made on Sept. 12th to CBWCD and Sept. 14th to SBVWCD. Both presentations reflected continued support for the pilot project. • The SAWPA Commission also received an informational presentation from Research Meteorologist, Frank McDonough of the Desert Research Institute (DRI) on the validation support services for the pilot project on Aug. 16th. 	<ul style="list-style-type: none"> • A new contract for the independent validation of the weather modification pilot to be conducted by the Desert Research Institute will be brought to the SAWPA Commission on Oct. 18, 2022. • SAWPA has been asked to provide a presentation about the pilot project for the Mojave Water Agency on Oct. 6, 2022 	Periodic updates on progress will be provided to the SAWPA Commission every two months

SAWPA OWOW Status Report
7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
Santa Ana River Watershed Sustainability Assessment	Conduct a Watershed Sustainability Assessment	<ul style="list-style-type: none"> The latest Santa Ana River Watershed Sustainability Assessment was last completed in 2019. The next one is anticipated to be completed and update in approximately three years. An outreach article about the innovative approaches used to prepare this watershed sustainability assessment has been prepared and will be submitted to the ACWA Innovation webpage next quarter. 	<ul style="list-style-type: none"> None at this time. 	None at this time.
Prop 1 IRWM Disadvantaged Community Involvement (DCI) Program Implementation	Needs assessment, education and outreach, and technical assistance for disadvantaged, economically distressed and under- represented communities in the watershed	<ul style="list-style-type: none"> SAWPA staff continued to maintain and make improvements to the DCI Program webpage on the SAWPA website. 	<ul style="list-style-type: none"> None at this time. 	None at this time.
	Proposition 1 IRWM Disadvantaged Communities Involvement (DCI) Grant Set-Aside funding made available through the 2021 Urban and Multibenefit Drought Relief Grant Program	<ul style="list-style-type: none"> SAWPA staff continues to work with DWR to finalize an agreement for \$5M in Phase 3 Urban and Multibenefit Drought Relief Grant Program agreement to implement projects as part of SAWPA’s DCI Program. SAWPA staff prepared draft Phase 3 Urban and Multibenefit Drought Relief Grant Program sub-agreements for California Rural Water Association (CRWA) and the City of Fullerton. These will be sent out for signature following approval of SAWPA’s agreement with DWR. 	<ul style="list-style-type: none"> Finalize Agreement with DWR and sub-agreements with CRWA and C. Fullerton. 	Status reports on this effort will be provided by staff at future OWOW Steering Committee and SAWPA Commission meetings as appropriate.
	Proposition 1 Round 2 IRWM Implementation Grant Program DAC Grant Writing Assistance	<ul style="list-style-type: none"> SAWPA recommended full funding for the Box Springs Mutual Water Company Well Improvements project application prepared by CRWA for available DAC funding through the OWOW Proposition 1 Round 2 Integrated Regional Water Management Grant Program. SAWPA staff is working with CRWA to amend their budget to prepare the Box Springs Mutual Water Company Well Improvements project application 	<ul style="list-style-type: none"> CRWA to prepare the DWR Proposition 1 Round 2 Integrated Regional Water Management Grant Program grant application for the Box Springs Mutual Water Company Well 	Coordination meetings will be planned once agreements are in place

SAWPA OWOW Status Report
7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
		for submittal to DWR.	Improvements project.	for the Grant projects to be funded.
Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) Implementation	Implementation of SARCCUP (which includes conjunctive use, fish habitat, invasive weed removal, and water use efficiency programs) through the PA 23 Committee.	<ul style="list-style-type: none"> The SAWPA member agencies continues to work together on the development of an operating agreement and software to be used for the program during the implementation phase. SAWPA is working to implement the water use efficiency task so it is completed by February 2023. The consultant, NV5 is working with eight different retail water agency partners to complete this work. 	<ul style="list-style-type: none"> Finish water use efficiency task by February 2023. 	Bi-weekly SARCCUP Planning Manager meetings. PA 23 Committee meeting in December 2022 (virtual mtg) PA 22 Committee meeting in December 2022
Prop 84 IRWM Round 1	Grant administration of Prop 84 IRWM Round 1	<ul style="list-style-type: none"> Staff continues to work with the agencies implementing the 15 projects involved in the first round of Prop 84 IRWM program to undertake all labor associated with interaction with DWR staff; project invoices processing including review, verification and submittal to DWR; project reporting review, verification and submittal to DWR; all DWR agreements, SAWPA Sub-agreements and Amendments preparation, processing and execution; DWR payment processing; project implementation inspection and verification; assembling, reviewing and submittal of Financial Statements; coordination and review of all Labor compliance; review and verification of all certifications, permits, and CEQA; project deliverables review, verification and submittal to DWR; project benefit assessment; review and verification of project monitoring plan; review and verification of project signage; review, verification and preparation of all documentation for audit review; grant administration 	<ul style="list-style-type: none"> All grant administration will continue until the final Round 1 project is implemented and continues with annual monitoring for 10 years after the completion of the projects. 	Quarterly Report to SAWPA Commission

SAWPA OWOW Status Report
7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
		<p>budget preparation, monitoring, projections and assessment; SAWPA management review, oversight and direction regarding these defined tasks.</p> <ul style="list-style-type: none"> Staff conducted a coordination call with SBVMWD and then later received a letter from SBVMWD sharing that unfortunately the “Evans Lake Tributary Restoration and Camp Evans Wilderness Park” was not able to be implemented due to permit and easement issues and that the \$2M in grant funds for this project cannot be used. A request will be made to DWR by SAWPA to move the \$2M in grant funding originally budgeted for this project to be folded into the funds available for Round 2. 		
Prop 84 IRWM Round 2	Grant administration of Prop 84 IRWM Round 2	<ul style="list-style-type: none"> Staff continues to work with the agencies involved in the 19 projects under the second round of Prop 84 IRWM program to undertake all labor associated with interaction with DWR staff; project invoices processing including review, verification and submittal to DWR; project reporting review, verification and submittal to DWR; all DWR agreements, SAWPA Sub-agreements and Amendments preparation, processing and execution; DWR payment processing; project implementation inspection and verification; assembling, reviewing and submittal of Financial Statements; coordination and review of all Labor compliance; review and verification of all certifications, permits, and CEQA; project deliverables review, verification and submittal to DWR; project benefit assessment; review and verification of project monitoring plan; review and verification of project signage; review, verification and preparation of all documentation for audit review; grant administration budget preparation, monitoring, projections and assessment; SAWPA management review, oversight and direction regarding these defined tasks. 	<ul style="list-style-type: none"> All grant administration will continue until the final Round 2 project is implemented and continues with annual monitoring for 10 years after the completion of the projects. 	Quarterly Report to SAWPA Commission
Prop 84 IRWM 2015 Round	Grant administration of Prop 84 IRWM 2015 Round	<ul style="list-style-type: none"> Staff prepared and reviewed the grant invoice and progress report for the fourth reporting period of 2021 that was due to DWR on March 31, 2021. 	<ul style="list-style-type: none"> Submit the 1st quarterly report/invoice of 2022 to DWR by June 30, 2022. 	Bi-weekly SARCCUP Planning Manager meetings.
Prop 1 IRWM Round 1	Enhancements to Watershed-Wide Water Budget Decision Support	<ul style="list-style-type: none"> Task 1 Aerial Imagery - complete. Task 2 - Landscape Analysis SAWPA member agency staff approved the methodology for the USBR analytical model based upon the Orange County Aerial Imagery (City of Orange) data. USBR continues their 	<ul style="list-style-type: none"> SAWPA staff to coordinate with USBR and members of the Advisory Workgroup on a Data Validation Report to 	

SAWPA OWOW Status Report
7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
	Tool	<p>efforts in Orange County to analyze outdoor landscapes for the purpose of providing outdoor water budgets to retail agencies in support of the achievement of outdoor water efficiency targets prescribed by the State.</p> <ul style="list-style-type: none"> • Task 3 – Decision Support Tool, SAWPA staff proposed a framework to the PA 22 Advisory Workgroup for the decision Support Tool using the 2021 aerial imagery to enable retail agencies to analyze customer water use data to assess customer efficiency, target water over use, and serve as a mechanism for customer outreach. 	<p>support the use of the USBR modeled landscape measurements by water retailers in the Santa Ana Watershed for regulatory compliance.</p> <ul style="list-style-type: none"> • SAWPA staff to further develop the framework for the decision Support Tool. 	

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SAWPA Roundtables Status Report

7/1/22 thru 9/30/22



PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Middle Santa Ana River (MSAR) Pathogen TMDL Task Force	Implement TMDLs to address impairments to water quality relating to the fecal coliform objective established to protect the REC-1 use for waterbodies located within the Middle Santa Ana River Watershed.	<ul style="list-style-type: none"> • SAWPA continued Task Force Administration including management and review of consultant contracts, project invoices and annual Task Force budget. • Task Force consultant, Tess Dunham continued her effort to orchestrate the TMDL Implementation strategy for the MSAR TMDL Task Force, with the support of Steve Wolosoff/CDM Smith and Richard Meyerhoff/GEI Consultants. • The Task Force continued their effort to support the implementation of the Riverside / San Bernardino Counties CBRP in coordination with the MSAR TMDL Task Force. • Task Force authorized a Task Order with GEI Consultants to prepare limited revisions to the current Basin Plan Amendment to update the MSAR TMDLs to extend the wet weather compliance due date out to 2035. This effort is to have the necessary document ready to present to the Regional Board in March 2023. • Steven Wolosoff, CDM Smith announced that he is taking a new position with GEI Consultants. The Task Force members in light of this change requested CDM Smith already having GEI Consultants on board as a sub-contractor to support the contract to prepare the 2023 Triennial Report, is to assign the work tasks to be completed by Steven Wolosoff to GEI Consultants. 	<ul style="list-style-type: none"> • SAWPA is collecting Task Force member signatures for Amendment #2 to MSAR TMDL Task Force Agreement. 	Task Force Meetings (virtual meeting) are scheduled for 11-07-22
	TMDL Task 3 Watershed Monitoring Program	<ul style="list-style-type: none"> • MSAR TMDL Compliance monitoring is now conducted as a component of the Santa Ana River Bacteria monitoring program implemented through the Regional Water Quality Monitoring (RWQM) Task Force. • 2022-23 monitoring continues • CDM Smith partnering with GEI Consultants continued efforts to prepare the 2023 Triennial Report due to Regional Board in February 2023. • Pig marker monitoring conducted as part of the SAR Regional Bacteria Monitoring program to support the MSAR TMDL in evaluation the impact of wild pigs as a potential source of bacteria to the Santa Ana River showed high concentrations at MWD Crossing and Pedley, but not at any other upstream or downstream locations. Monitoring results to be analyzed and incorporated into the 2023 Triennial Report, as well as being discussed in the 2022-23 SAR Regional Bacteria Monitoring Report to Regional Board. 	<ul style="list-style-type: none"> • Collect signatures for updated QAPP. 	

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	TMDL Task 4 Source Evaluation and Management	<ul style="list-style-type: none"> • MSAR TMDL Task Force meetings continued to be used as a forum for stakeholders to update Regional Board staff on their CBRP implementation activities. • SAWPA continued to act as the contracting party for the benefit of Task Force agencies to implement specific studies and projects to support each County's Comprehensive Bacteria Reduction Plan implementation activities. • All current source implementation work relating to the bacteria indicator TMDLs is being conducted through the individual Counties MS4 program to implement their respective Comprehensive Bacteria Reduction Plans. 	<ul style="list-style-type: none"> • All current deliverables related to the implementation of the Counties Comprehensive Bacteria Reduction Plans are currently being addressed by individual agencies. 	
Lake Elsinore and Canyon Lake Nutrient TMDL Task Force	Implement TMDLs to address water quality issues relating to excess nutrients in Lake Elsinore and Canyon Lake.	<ul style="list-style-type: none"> • LESJWA continued Task Force administration including management and review of consultant contracts, project invoices and annual Task Force budget. • Staff continued to coordinate issues relating to stakeholder load/cost allocations, in-lake modeling, and the design on in-lake treatment projects with various consultants. • Task Force consultant, Tess Dunham continued her role of working with stakeholders on a long-term plan to revise and update the Lake Elsinore and Canyon Lake nutrient TMDLs. • Richard Meyerhoff/GEI Consultants and Steve Wolosoff/CDM Smith continued their efforts to support the Task Force in the process by Regional Board to amend the Basin Plan to update the LE&CL TMDLs. • Regional Board continued their process to amend the Basin Plan to update the Lake Elsinore and Canyon Lake nutrient TMDLs. • Steven Wolosoff, CDM Smith announced that he is taking a new position with GEI Consultants. The Task Force members in light of this change requested CDM, due to Steven Wolosoff's specialized understanding and background of the LE/CL TMDL Technical document, to turn over the primary work to GEI Consultants through the end of this calendar year and that starting Jan. 1, 2023, the contract with CDM Smith would end. 	<ul style="list-style-type: none"> • Regional Board Public Workshop to adopt the Revised LE&CL TMDLs has been postponed indefinitely. 	Task Force Meeting (virtual meeting) is scheduled for 11-14-22

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	TMDL Task 4 Monitoring Program	<ul style="list-style-type: none"> • WSP USA formerly Wood Environmental Inc. continued implementation of the Phase 2 TMDL Compliance Monitoring Program for FY 2021-22. • WSP USA submitted the draft FY 2021-22 Annual TMDL Compliance Monitoring Program to Regional Board on August 15th. • Regional Board continues monitoring of hazardous algal blooms in Lake Elsinore through grant funding received from the SWRCB. The Task Force will continue to support this effort through a technical advisory committee. Due to the high levels of microcystin cyanobacteria Lake Elsinore has been closed to contact recreation. 	<ul style="list-style-type: none"> • Finalize FY 2021-22 Annual TMDL Compliance Monitoring Program 	
	TMDL Task 9 Lake Elsinore TMDL Compliance Implementation Activities	<ul style="list-style-type: none"> • Work relating to the implementation of Lake Elsinore In-Lake Sediment Nutrient Reduction Plan performed in conjunction with the RCFC&WCD MS4 Comprehensive Nutrient Reduction Plan continued. • The final 2021 LEAMS Nutrient Offset Accounting Report submitted to Regional Board in August 2022. <p>Staff initiated efforts to work with the LEAMS Operators on a study of Lake Elsinore to evaluate next step related to the management of Lake Elsinore with respect to the proposed TMDL water quality objectives, the EVMWD permit and appropriate technology to replace LEAMS.</p>	<ul style="list-style-type: none"> • Update and approved new LEAMS Offset Credit License Agreement. 	No LEAMS Operators meeting (virtual meeting) scheduled at this time
	TMDL Task 10 Canyon Lake TMDL Compliance Implementation Activities	<ul style="list-style-type: none"> • Work relating to the implementation of Canyon Lake In-Lake Sediment Treatment Evaluation performed in conjunction with the RCFC&WCD MS4 program Comprehensive Nutrient Reduction Plan continues. • LESJWA staff continued as the lead implementing agency for the Canyon Lake Alum application work. • Fall 2022 Canyon Lake alum application is scheduled for the week of October 10-14. 	<ul style="list-style-type: none"> • Conduct Fall 2022 Canyon Lake alum application the week of October 10 – 14, 2022. 	
	TMDL Task 11 Model Update	<ul style="list-style-type: none"> • No update. 		
Basin Monitoring Program Task Force	Annual Monitoring Report	<ul style="list-style-type: none"> • As part of the upcoming fiscal year reevaluation of surface and groundwater monitoring, the approach for conducting the annual water quality report for the Santa Ana River will be reviewed by the consultant, West Yost. • The framework for an updated annual water quality report for the Santa Ana River has been prepared. A draft report from West Yost is expected in October 2022. • The Task Force the 2021 Annual Report of Santa Ana River Water Quality to the Regional Board staff in late September 2022. 	<ul style="list-style-type: none"> • The next 2022 Annual Report of the Santa Ana River Water Quality to Regional Board will occur in Aug 2023. 	7-26-22 Task Force meeting (virtual mtg)

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	Triennial Ambient Water Quality Update	<ul style="list-style-type: none"> • The Triennial Ambient Water Quality Update (AWQ) for the 1999-2018 was formally transmitted to the Regional Board on July 14, 2020 and accepted by Regional Board resolution on March 12, 2021. • The results of the recent Triennial Ambient Water Quality Update are reflected in the Basin Plan Amendment that the Task Force’s consultants, KSC, has submitted to the Regional Board. • As indicated in the last Triennial Ambient Water Quality Report and in response to Regional Board recommendations, the task force was encouraged to modify and streamline the Triennial Ambient Water Quality update process in line with the Recycled Water Policy Update. • As part of the West Yost Inc. contract, a pilot streamlined approach for conducting the next Triennial Ambient WQ Update will be prepared and will be included in the draft report from West Yost in Oct. 2022 to meet the Oct. 2023 deadline for a triennial ambient water quality update that is cited in several POTWs discharge permits. After 2023, the Task Force is proposing to conduct ambient water quality updates every five years instead of every three years. These changes will be reflected in the Basin Plan Amendment. 	<ul style="list-style-type: none"> • The Basin Monitoring Program Task Force holds monthly meetings with West Yost and is providing feedback on suggested improvements to the Triennial Ambient WQ program. 	10-31-22 Task Force meeting (virtual mtg)
	RWQCB Integrated Report and Potential Listing Reach 3 of SAR for TDS	<ul style="list-style-type: none"> • The Task Force was informed by Regional Board staff that they needed to complete their Integrated Report and wanted to discuss the assistance of the BMP TF in providing justification for not listing SAR Reach 3 as impaired for TDS. • Coordination meetings were held among Tess Dunham, SAWPA staff and the Regional Board staff to consider a Category 4b Demonstration to show an effective salinity management approach as an alternative to a TMDL. • Tess Dunham indicated that she could prepare this on behalf of the Task Force under her existing regulatory support for the BMP Task Force. However, in early Sept 2022, a need arose to update the 2015 volume weighted TDS evaluation for POTW effluents during the August-September baseflow period for the justification. An estimate for \$11,805 was prepared to conduct this work by West Yost and the change order was approved by the BMP TF via email on Sept 15, 2022 using available BMP TF contingency funds. • A draft Category 4b Demonstration has been prepared and submitted to the Regional Board staff. 	<ul style="list-style-type: none"> • Review comments to the draft Category 4b Demonstration prepared by Tess Dunham for the Regional Board are anticipated with finalization likely to occur late Oct. 2022. 	

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	<p>Planning Priorities and Recycled Water Policy Changes</p>	<ul style="list-style-type: none"> • West Yost is continuing their work on the Task Force Planning Priorities which includes the development of workplans for a new Santa Ana River Water Quality Update and the Ambient Water Quality Update to ensure it meets the new requirements of the 2019 Amendment to the SWRCB Recycled Water Policy for Salt and Nutrient Management Plans. This work is still on scheduled to be completed by August 2022. • Mtgs on this topic were held on Jul 26th, Aug. 30th and Sep. 27th. Additional coordination meetings were held with Reg Bd, SAWPA staff, Tess Dunham and West Yost on Aug. 10th and Sep 6th. 	<ul style="list-style-type: none"> • The TF will conduct its next meeting with West Yost and Tess Dunham to review feedback received from the Task Force about suggested changes to the pilot ambient water quality monitoring. 	<p>10-31-22 Task Force meeting (virtual mtg)</p>
	<p>Imported Water Rechargers Subcommittee</p>	<ul style="list-style-type: none"> • The Imported Water Recharger Subcommittee last held a meeting on May 25, 2022. • The subcommittee received a report from WMWD and SBVMWD about their 20-year groundwater modeling report as prepared by Geoscience Inc. A representative from Geoscience presented the major results of that analysis which used the Upper SAR Watershed Integrated Model previously developed by Geoscience Inc. for SBVMWD and many other agencies involved with modeling SAR habitat conservation planning is contemplated. • The schedule for other modeling reports was also reviewed. EMWD and the City of Corona on behalf of the Temescal Basin also submitted their required reports to the Regional Board before the end of 2021 deadline. • The water quality modeling report that was due this year was from OCWD and they submitted their report to the Regional Board in July 2022. 	<ul style="list-style-type: none"> • Recharge reports are now required every five years and modeling every ten years through a stairstep process. The next cycle of reporting will not be due until 2026 with recharge summary reports due then. 	<p>The Imported Water Rechargers Subcommittee will meet again in Fall 2022.</p>

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Emerging Constituents Program Task Force	Provide emerging constituents sampling report and watershed water quality outreach program	<ul style="list-style-type: none"> • The EC Program Task Force last met on July 25, 2022. The Task Force heard status reports about the following items: <ul style="list-style-type: none"> ○ SWRCB CEC Aquatic Ecosystems Panel and SAR Watershed CEC/Bioassay Study Status Report. SCCWRP reported that the work on the bioassay screening tool is under development and the wet season sampling has been completed and submitted to Eurofins. The investigation is expected to conclude in about six months. For the SWRCB CEC Aquatic Ecosystems Panel, report results have been postponed until 2023. ○ The 2021 SAWPA Compilation Watershed POTW PFAS Monitoring Data Report will be finalized and distributed in April 2022. Future collection of EC monitoring data in the watershed will be conducted by the Task Force on an as-needed basis. The Regional Board staff reported that new PFAS sampling will now required and included in the discharge permits of all POTWs in the watershed with IEUA POTWs being the first. The number of PFAS parameters and frequency will be the same as what was mandated by SWRCB in 2021. ○ PFAS Regional Analysis Phase I RFP was briefly discussed. CDM Smith has been hired to conduct the Phase I work which is funded entirely by the SAWPA member agencies. The first task will be data collection and analysis. ○ Overview of Regional Board PFAS Source Investigations – Regional Board. The Regional Board updated the Task Force on source data collection for the following: <ul style="list-style-type: none"> ▪ Temescal Creek/Corona Area – 3M and El Sobrante Landfill ▪ Airports, landfills, chrome platers, Dept of Defense facilities - investigations in watershed are underway. ○ Regulatory Report and Updates were provided by Tess Dunham, KSC ○ Future release of draft PHGs for PFOA and PFOS by OEHHA was shared. ○ EC Program TF Invoices for FY22-23 were sent out in July 2022. 	<ul style="list-style-type: none"> • Continue periodic coordination meetings and determine if regional action is desired and supported through the EC Program Task Force. 	10-31-22 Task Force meeting (virtual mtg)

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	Watershed water quality outreach program	<ul style="list-style-type: none"> • Work continues with JPW Consultants for the Emerging Constituents Program Task Force in providing social media support for the Your So Cal Tap Water blog. Social media tools provide important outreach supporting trust in drinking water quality by the public. • This work is funded by a subset of the EC Program Task Force called the EC Public Outreach Workgroup. This work also includes month articles and quarterly videos. • Monthly articles are prepared by JPW Communications and posted each month the Your So Cal Tap Water blog, Facebook and Twitter. The draft articles are reviewed by SAWPA staff and the Workgroup before posting. • JPW Communications shared status reports at the July 25th EC Program Task Force. 	<ul style="list-style-type: none"> • Periodic coordination meetings with JPW Consultants and EC Program TF Public Outreach Workgroup will be held. All meetings are held virtually due to COVID-19. 	EC Program TF Public Outreach Workgroup will meet again in next quarter of 2022 (virtual mtg)
PFAS Regional Analysis	Investigate the impacts of PFAS in the surface water of the upper Santa Ana River Watershed and evaluate and prioritize measures to address PFAS contamination	<ul style="list-style-type: none"> • Based on interest expressed by SAWPA member agencies in conducting a PFAS regional analysis for the Upper Santa Ana River Watershed surface flows, a workgroup of staff from SAWPA, SAWPA member agencies and OCSD was formed. • A Confidentiality and Common Interests Agreement was developed and approved among SAWPA, its member agencies and OC San. • Based on an RFP process, CDM Smith was chosen as the consultant to conduct this work and a kickoff meeting was held on July 6th. • A coordination meeting was held among CDM Smith, SAWPA staff and the workgroup on Aug. 11th and their first workshop on work progress were held on Aug. 3, 2022. • Steven Wolosoff, CDM Smith announced that he is taking a new position with GEI Consultants. The CDM Smith proposed a new study team and project manager but Steve Wolosoff will continue under a subconsultant role with CDM Smith as a Watershed Technical Advisor. The changes were deemed acceptable to the PFAS working group. 	<ul style="list-style-type: none"> • The memo for the first task of data collection and gap analysis is anticipated to be completed and submitted by CDM Smith by the end of October 2022. • The next workshop about Task 1 Data Collection and Analysis will be held on Oct. 13, 2022. 	Coordination meetings will be held with the SAWPA staff, SAWPA member agencies and CDM Smith on a monthly basis.

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Reclamation So Cal Studies	Support regional studies with Bureau of Reclamation	<ul style="list-style-type: none"> • SAWPA continued to coordinate with Bureau of Reclamation staff on the Water Management Options Pilot/Decision Support Tool regarding analyzing high resolution imagery across the watershed, Southern Orange County and the southern ends of the WMWD/EMWD services areas. • Imagery for Orange County has been sent to USBR in July 2021 for analysis as provided by SCAG. • All aerial imagery for the upper watershed was completed this quarter by Geophex and has been provided to SAWPA and US Bureau of Reclamation staff for review. • In August 2022, SAWPA was notified that its application for \$100,000 in grant funding for the Santa Ana River Watershed Weather Modification Pilot Project Validation Protocol development was approved and was one of the highest ranked applications under their 2022 WaterSMART Applied Sciences grant program. • Work will commence on the preparation of the SAWPA-Reclamation grant for the Protocol with the grant funding becoming available in late Feb. 2023. 	<ul style="list-style-type: none"> • In October 2022, SAWPA staff will engage in coordination meetings with Reclamation to prepare the joint grant agreement for the SAR Watershed Weather Modification Pilot Project Validation Protocol. 	11-22 SAWPA staff will meet with Reclamation staff. (virtual mtg)
Santa Ana River Fish Conservation Task Force	Determine the reasons for the decline of the Santa Ana sucker fish (<i>Catostomus santaanae</i>) in the Santa Ana Watershed and implement projects that will benefit the species.	<ul style="list-style-type: none"> • Staff is working on updating the Riverwalk ranking methodology that is used to score each of the Riverwalk data points' habitat quality. • The 2022 Riverwalk was planned by SAWPA staff and OCWD staff for early November 2022. • Staff worked with SAWA to replant/manage 0.3 acres of vegetation as part of the mitigation for the habitat project constructed by the Team near the Van Buren Blvd. Bridge in October 2018. 	<ul style="list-style-type: none"> • Finish Riverwalk data ranking methodology in the fourth quarter 2022. • Hold the Riverwalk in the fourth quarter 2022. 	Meetings to discuss next steps for the Sunnyslope Creek Project

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Regional Water Quality Monitoring Task Force	Implement a coordinated regional water quality monitoring program in the Santa Ana River watershed to meet the requirements of the amended Recreational Use Water Quality Standards and Implementation Plan requirements of the Santa Ana Basin Plan, and to assist Regional Board with future triennial reviews of the Basin Plan.	<ul style="list-style-type: none"> • SAWPA continued Task Force Administration including management and review of consultant contracts, project invoices and annual Task Force budget. • Task Force consultant, CDM Smith, continued to support the Task Force in regulatory efforts related to bacteria. • 2022-23 monitoring continues. • In September the Task Force updated the Regional Board on the monitoring and source evaluation efforts included the following: <ul style="list-style-type: none"> • Priority 3 waters in Orange County. These include bacteria impaired waters without an existing TMDL. • Priority 1 monitoring at Elm Grove Beach in Lake Elsinore, which is showing consistently high concentrations of Enterococcus bacteria. • Pig marker monitoring conducted as part of the SAR Regional Bacteria Monitoring program to support the MSAR TMDL in identifying wild pigs as a potential source of bacteria to the Santa Ana River showed high concentrations at MWD Crossing and Pedley, but not at any other upstream or downstream locations. Monitoring results to be analyzed and incorporated into the 2023 Triennial Report, as well as being discussed in the 2022-23 SAR Regional Bacteria Monitoring Report to Regional Board. GEI Consultants completed efforts to implement water quality monitoring of homelessness encampments in the upper SAR. • Steven Wolosoff, CDM Smith announced that he is taking a new position with GEI Consultants. The Task Force members in light of this change requested CDM Smith to bring GEI Consultants on board as a sub-contractor to support the contract to implement and oversee the SAR Regional Bacteria Monitoring Program through the balance of the current contract to support the preparation of the FYE 2023 and 2024 Annual Reports. 	<ul style="list-style-type: none"> • Collect signatures for updated QAPP. • 	No Task Force Meeting (virtual meeting) is scheduled at this time.

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Lake Elsinore and San Jacinto Watersheds Authority (LESJWA)	Support lake quality improvement projects at Lake Elsinore and Canyon Lake	<ul style="list-style-type: none"> • The LESJWA Board last met on Aug. 18th at their regularly scheduled meeting. At this meeting the LESJWA Board approved the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Agreement No. 2 which effectively extending the existing Task Force through June 2025, with the option for another two years thereafter. The LESJWA Board also approved a new Task Order with CDM Smith, Inc. for \$138,300.00 to further support the LE&CL TMDL process to update and revise the technical document and provide technical support services to the Lake Elsinore/Canyon Lake (LECL) Nutrient TMDL Task Force through February 2022. • Another agenda item was discussion whether the Board wanted to direct staff to schedule workshop on October 20, 2022 to discuss LESJWA governance and support options for FY 23-24 and thereafter including review of past LESJWA Business Plan, governance structure, finance support, legal support and administrative staff support. The Board had conflicts on that day and directed staff to inquire by a follow up email to the Board whether a Workshop was necessary and if it were to be held, what topics they would like to include. Based on feedback, interest was expressed in holding an in-person workshop in the Feb. 2023 time frame. • The LESJWA Authority Administrator, Mark Norton, shared that he was retiring in late Spring 2023. • LESJWA Board also received status reports about grant applications submitted to support Lake Elsinore water quality improvement, the LESJWA Water Summit held on April 27, 2022 as well as other public outreach work conducted by DeGrave Communications, and an update on the Bluewater Renewable Energy Storage Project (formerly LEAPS) from representatives from Bluewater Renewable Energy LLC. • SAWPA staff continues to support LESJWA as administrator for the LESJWA JPA, LE/CL TMDL Task Force with task force meetings and various committee meetings held virtually every 1-2 months. • Work continues by the ACOE staff on the ACOE Ecosystem Restoration Feasibility Study for Lake Elsinore in coordination with local agencies. • SAWPA recommended \$1.5M in funding for the Lake Elsinore Algae Harvesting project application through the OWOW Proposition 1 Round 2 Integrated Regional Water Management Grant Program. • SAWPA staff is working with the City of Lake Elsinore and AECOM staff to prepare the Lake Elsinore Algae Harvesting project application for submittal to DWR. 	<ul style="list-style-type: none"> • LESJWA staff will be continuing its advocacy and support of the Prop 1 Round 2 IRWM grant application submitted on June 30, 2022 to SAWPA through the OWOW process. The project was recommended for funding through the SAWPA Governance process and will be working with SAWPA to submit a formal application to the DWR by the Feb. 1, 2023 deadline. 	12-15-22 LESJWA Board Meeting

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	Provide education and outreach	<ul style="list-style-type: none"> • Liselle DeGrave of DeGrave Communications continues her support to LESJWA through the LESJWA Education and Outreach Committee. Joint meetings with the consultant, LESJWA member agency PR staff and the SAWPA staff are held on a quarterly basis for coordination. • The LESJWA Water Summit was held as an in-person event on April 27, 2022. The Summit was considered a success with excellent turnout and presentations. Good questions and answers sessions were held after each presentation. • Due to the recent closure of Lake Elsinore due to high levels of harmful algae blooms, DeGrave Communications and SAWPA staff provided resource materials and a public announcement working in conjunction with the City of Lake Elsinore staff. 	<ul style="list-style-type: none"> • Continue education and outreach support and support to LE/CL TMDL Task Force. 	10-24-22 LESJWA Education & Outreach Meeting (virtual mgt)
So Cal Salinity Coalition (SCSC)	Support regional salt management and practices in Southern California	<ul style="list-style-type: none"> • The SCSC held its quarterly Board virtual meeting on Sep. 1, 2022. Kevin Hardy, SCSC Administrator, officiated the Zoom meeting. The SCSC Board discussed One Water Salinity Innovation Summit Preliminary Draft Agenda in detail. The 2022 SCSC Salinity Summit is scheduled for Oct. 26th and will be held at MWDSC. The Board also established a subcommittee of the Board to consider Fellowship Applications, received a presentation by Han Gu, Research Scientist, OCWD, about the SCSC Funded Research: Pilot Evaluation of Flow-Reversal Reverse Osmosis for Municipal Potable Reuse, • recommend SCSC Fellows for the FY 2022-23 funding cycle • SCSC Summit Committee meets monthly to plan and discuss the agenda and logistics for the 2022 SCSC Salinity Summit. 	<ul style="list-style-type: none"> • Planning will continue for a future Salinity Summit set for Oct. 26, 2022 at MWDSC. 	The next SCSC Board of Directors meeting is scheduled for 12/1/22
Santa Ana River Parkway and Open Space Plan Technical Advisory Committee	<ul style="list-style-type: none"> • Help identify priorities and values for the Santa Ana River Parkway and Open Space Plan • Identify project selection criteria and projects for inclusion in the Parkway Plan • Provide input and feedback on the Plan throughout its development 	<ul style="list-style-type: none"> • Staff coordinated with the Santa Ana River Conservancy staff on the quarterly Local Advisory Group meetings. No meeting was held this quarter. 	<ul style="list-style-type: none"> • SAWPA to review Riverside County Parks' plans for trail construction near Prado Dam and the Green River Golf Course. 	Santa Ana River Trail – Prado Area Coordination Meeting – October 2022 (virtual mtg) Upcoming Local Advisory Group meeting October 2022

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Water Energy Community Action Network (WECAN)	Support water and energy efficiency on disadvantaged communities in the watershed.	<ul style="list-style-type: none"> • July 19, 2022, SAWPA finalized an agreement with EcoTech Services, Inc. to oversee and implement the City of Riverside Eastside Climate Collaborative WECAN Turf Removal / Drought-Tolerant Landscaping Project funded through the California Strategic Growth Council Transformative Climate Communities grant program. • In July 2022, SAWPA staff updated WECAN project flyers (English and Spanish) and participated in a community outreach events to highlight the Water Energy Community Action Network Turf Removal project led by SAWPA. These included neighborhood canvassing events on July 8th and 20th and a presentation to the REAL Collaborative on July 21st. • SAWPA submitted to the City of Riverside bi-monthly progress reports for the WECAN Eastside Climate Collaborative Program these included on July 15th Report #7 covering the months of May and June 2022, and on September 15th Report #8 covering the months of July and August 2022 and the 2nd annual report. 	<ul style="list-style-type: none"> • Submit bi-monthly progress report for the Eastside Climate Collaborative Program by November 15th. 	Bi-Weekly meetings with the City of Riverside.
Forest First	Support collaborative partnership among Forest Service and downstream stakeholders to develop methods to ensure the resiliency of the forests and headwaters within the Santa Ana River Watershed	<ul style="list-style-type: none"> • Staff coordinated with SBVMWD on a partnership with the agency regarding the Headwaters Resiliency Partnership Task Force. 	<ul style="list-style-type: none"> • Utilize the results from the Dr. Underwood research to evaluate the economic benefits of water supply/quality of forest projects in the watershed. • Overlay U.S. Forest Service sub-watershed prioritization mapping with water agency facilities to plan the implementation of forest and water-related multi-benefit projects. 	Meeting with SBNF Partnership Leadership in November 2022

SAWPA Roundtables Status Report

7/1/22 thru 9/30/22

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Arundo Removal	Remove non-native plant species, particularly Arundo donax, using SAWPA's Arundo Removal mitigation bank credit funding	<ul style="list-style-type: none"> ● Staff coordinated with the Riverside County Regional Park and Open-Space District (County Parks) on exploring options to improve the Santa Ana River Mitigation Bank so that customers with various mitigation needs can receive bank credit. ● Staff began working with Inland Empire Resource Conservation District on the Headwaters Arundo Removal Project. IERCD began doing aerial imagery analysis of the headwaters area for Arundo and removed some stands in three project sites. ● Staff began coordinating a middle Santa Ana River Arundo planning effort by coordinating with various stakeholder agencies. ● Staff met with the City of Brea staff on a potential project in Carbon Canyon located in northern Orange County. 	<ul style="list-style-type: none"> ● Present further background of the Santa Ana River Mitigation Bank at a future Commission meeting and discuss next steps for receiving certification from the California Department of Fish and Wildlife. 	Bi-monthly Santa Ana River Watershed Weed Management Area mtg to update them on the upper watershed project as well as the outreach material.

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General Manager's Report

October 2022

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

INSIDE THE OCTOBER REPORT

- 1 Lake Elsinore Dock Day Event
- 2 Prado Basin Right-of-Way Clearing
- 3 Brine Line Master Plan
- 4 The Santa Ana Sucker Conservation Team - Riverwalk 2022

Lake Elsinore Dock Day Event

The City of Lake Elsinore is hosting an “Open-house” style event to invite the community to hear from experts and observe a new water quality pilot study taking place in Lake Elsinore. The pilot study, funded by the Proposition 1 Grant, began this September to evaluate treatments to reduce algal blooms. Mark Norton will be attending and will represent both SAWPA and OWOW.

The study evaluates four potential creative solutions to improve water quality by minimizing algae growth at the shoreline. As Southern California’s largest natural freshwater lake, Lake Elsinore is an important natural resource for both wildlife and recreation. However, due to its shallow depth and location at the end of the watershed in an arid environment, it is challenged by a history of algae blooms and frequent water quality challenges.



- ◆ **Date/Time:** Saturday, October 8, 2022
- ◆ **Location:** Launch Pointe - 32040 Riverside Drive, Lake Elsinore
- ◆ Event is free for all ages; Parking is available at the boat launch.



Prado Basin Right-of-Way Clearing

Operations staff is conducting the annual clearing of the Reach IVA and IVB access roads on a portion of the Brine Line within the Prado Basin inundation area. Clearing of the access road is necessary in order to gain access and inspect the maintenance access structures in the Prado Basin.

Brine Line Master Plan

Two proposals for the Brine Line Master Plan were received on September 22, 2022. Interviews were conducted on October 5th with the two firms that submitted proposals. A recommendation to award a contract to the most qualified firm will be presented to the PA 24 Committee at their November 1st meeting.

The Santa Ana Sucker Conservation Team - Riverwalk 2022

The Santa Ana Sucker Conservation Team is working with Orange County Water District and other partners to implement the annual Santa Ana River Habitat Survey, also known as the “Riverwalk”, on November 3 & 8, 2022. This will be the 17th year of the annual fish habitat survey that focuses on one of the region’s federally listed threatened endemic aquatic species, the Santa Ana sucker fish.



Conservation Team

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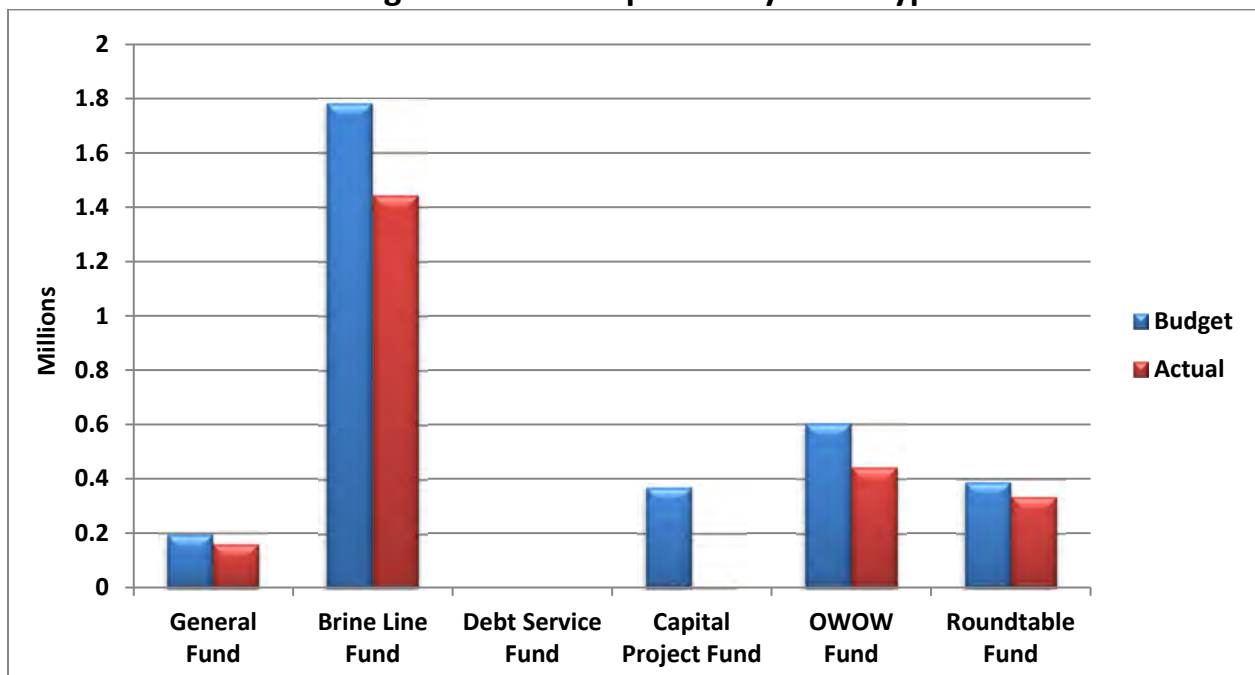
**Santa Ana Watershed Project Authority
Executive Financial Information Report
August 2022**

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

Overview	This report highlights the agency’s key financial indicators for the Fiscal Year-to-Date (FYTD) August 2022 unless otherwise noted.
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Budget to Actual Expenses by Fund Type	✔ Favorable			
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
General Fund	\$725,437	\$193,406	\$158,477	\$34,929
Brine Line Enterprise	10,687,396	1,781,235	1,442,609	338,626
Debt Service Fund	1,709,476	-	-	-
Capital Project Fund	2,207,931	367,988	4,632	363,356
OWOW Fund	4,062,008	602,003	441,443	160,560
Roundtable Fund	1,953,880	387,836	334,239	53,597
Total	\$21,346,128	\$3,332,468	\$2,381,400	\$951,068

Budget to Actual Expenses by Fund Type



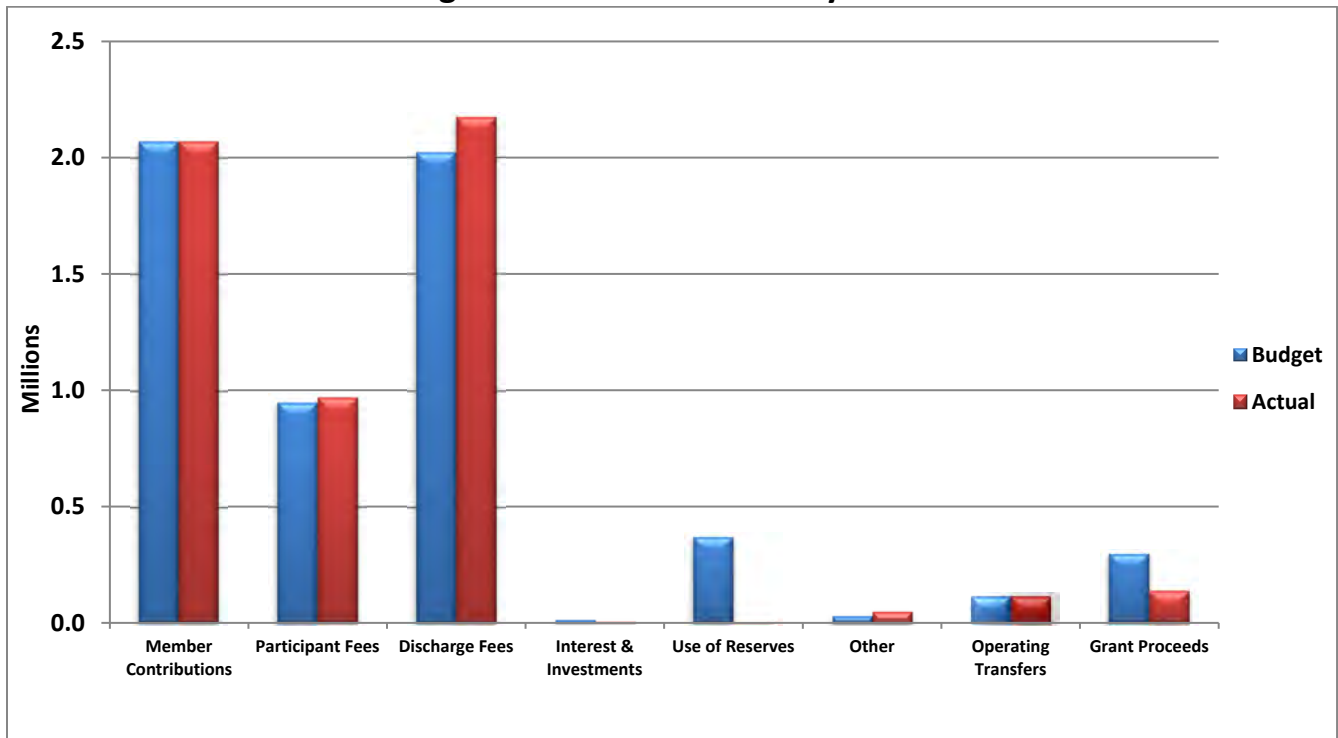
Budget to Actual Revenues by Source



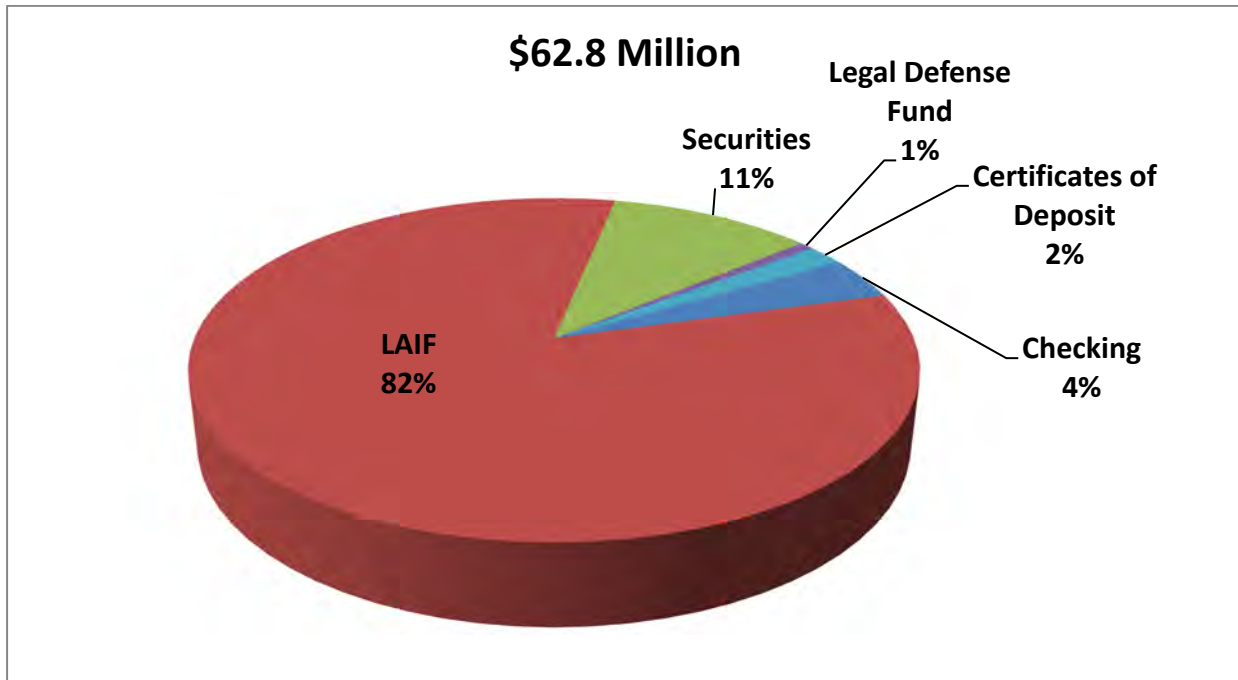
Behind

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Member Contributions	\$2,069,762	\$2,069,762	\$2,069,760	(\$2)
Participant Fees	1,770,498	946,623	969,829	23,206
Discharge Fees	12,071,872	2,020,970	2,173,494	152,524
Interest & Investments	325,000	12,500	8,632	(3,868)
Use of Reserves	2,207,931	367,988	4,632	(363,356)
Mitigation Credit Sales	889,900	-	-	-
Other	188,307	31,385	48,891	17,506
Operating Transfers	114,625	114,625	114,625	-
Grant Proceeds	1,872,212	296,818	140,619	(156,199)
Total	\$21,510,107	\$5,860,671	\$5,530,482	(\$330,189)

Budget to Actual Revenues by Source



Total Cash & Investments







Reserve Fund Balance

	Amount
General Fund	\$2,052,302
Building Fund	807,019
OWOW Fund	2,880,990
Roundtable Fund	2,494,305
Self Insurance	4,361,363
Debt Retirement	2,835,501
Pipeline Replacement	23,019,731
OC San Rehabilitation	2,394,650
Capacity Management	12,058,828
Future Capacity	1,846,246
Rate Stabilization	1,034,585
Flow Imbalance	84,749
Brine Line Operating	6,852,691
Total Reserves	\$62,722,959

Legend

Compared to Budget

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

Staff Comments

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

Revenues are 5.6% and expenses are 28.5% below budget. It is expected that both will be on track with the budget by the end of the year



October 7, 2022

To: Santa Ana Watershed Project Authority

From: Michael Boccadoro
Beth Olhasso

RE: September Report

Overview:

The third consecutive year of drought, the driest on record, ended with the end of the water year on September 30. Climatologists are raising the alarm by predicting a drier-than-normal year again for 2023, but hope that La Nina conditions might shift later in the winter. Despite a fairly significant Northern California storm in September, reservoir levels continue to decline as the state remains at higher-than-normal temperatures for the fall. Lake Oroville is sitting at 64 percent of historical average and 35 percent capacity. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is at just 67 percent of average for this time of the year and 29 percent capacity.

The federal government has recently taken several actions to protect salmon and other habitat on the San Joaquin and Sacramento Rivers. On the San Joaquin, they held back water behind Friant Dam this summer and have just started releasing it at the time when salmon are entering fall spawning season. On the Sacramento, the Bureau of Reclamation is proposing to purchase water from Settlement Contractors to hold water behind Shasta Dam to release when cold water is needed for salmon health. Both actions, especially those on the Sacramento, are helpful to State Water project Contractors. The healthier the watershed the better.

The SWRCB recently adopted a “handbook” implementing a new “microplastics strategy.” The strategy will be implemented in two phases. The first phase is monitoring for larger microplastics and the second for smaller particles. The handbook goes into detail about lab accreditation and other specifics about how the state is going to estimate and evaluate risk exposure of microplastics in drinking water.

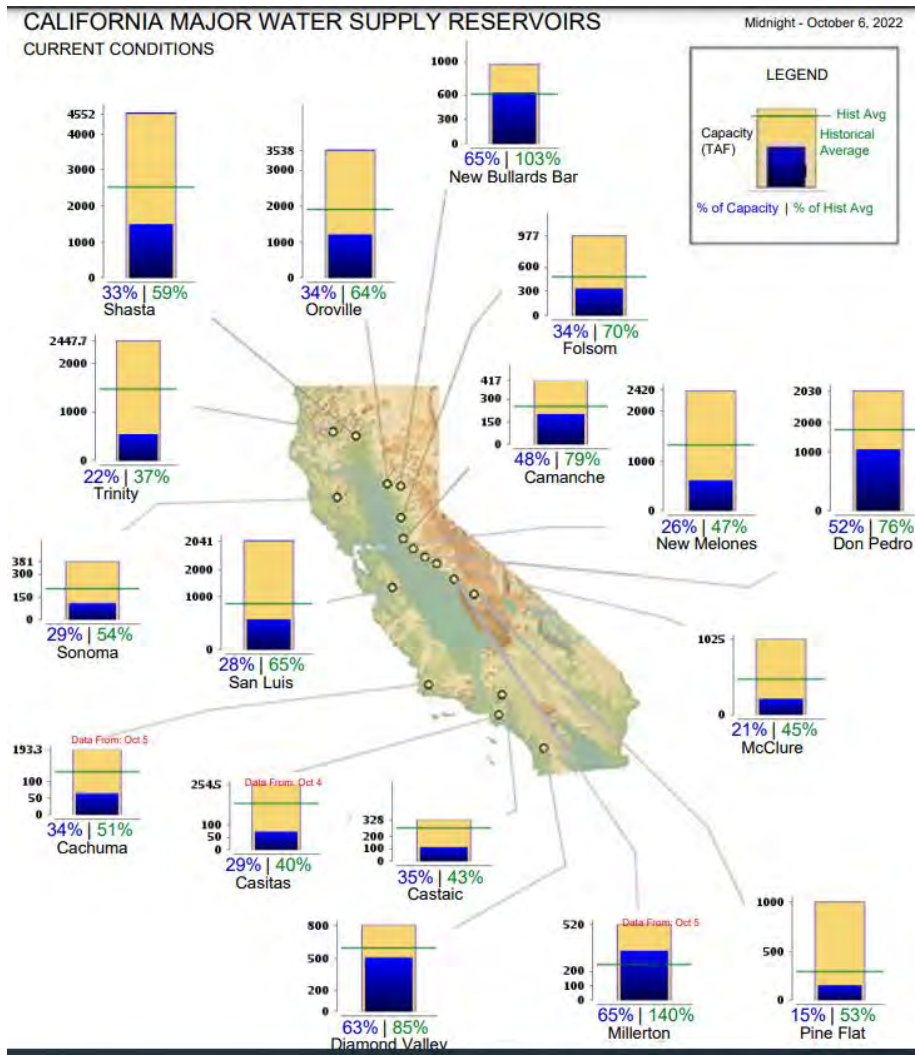
The legislative session is officially over, with the Governor acting on over 700 bills in the final week of September. It was a fairly busy year with more water-related bills than usual. ACWA’s legislation to provide for a tax exemption for turf removal rebates was signed by the Governor with [greater than normal fanfare](#). CASA’s bill to require products containing PFAS to register their products on a publicly accessible database struggled with significant opposition from manufacturers but was able to pass onto the Governor with just enough votes the Governor vetoed the bill, citing pressure on the state budget. SB 991 (Newman) to allow for progressive design build processes for projects over \$5 million was signed by the Governor. Unless a bill had an “urgency clause,” all legislation will go into effect on January 1, 2023.

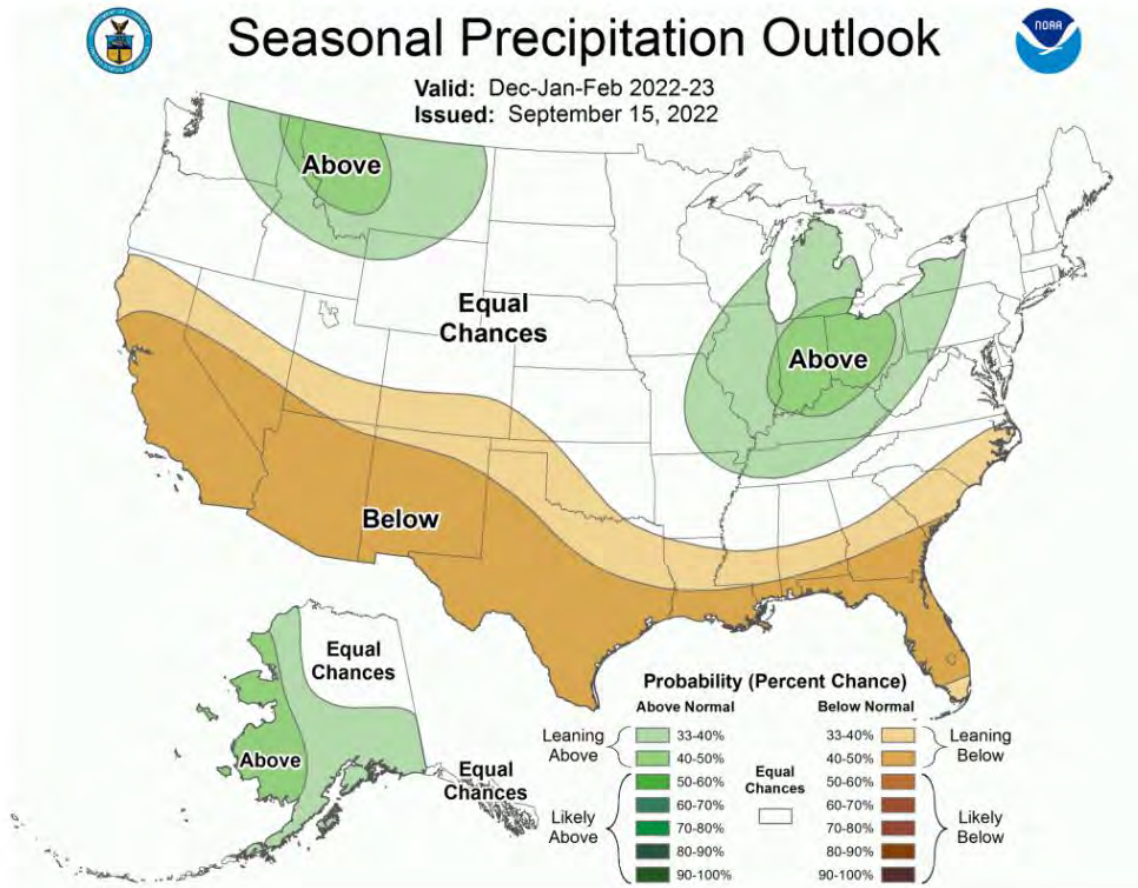
Members will come back to Sacramento in December to swear in new members and “organize” the session, but will return in earnest to start the legislative deliberations in January. With about one-third of the legislature retiring this year, there will be a lot of new members roaming the halls of the Capitol soon.

Santa Ana Watershed Project Authority Status Report – September 2022

Water Supply Conditions

After the three driest water years on record, 2022 water year came to a close on September 30 with water managers not optimistic the pattern will break this winter. Scientists predict a La Nina, dry-condition pattern, to remain in the state through the winter. Lake Oroville is sitting at 64 percent of historical average and 34 percent capacity. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is at just 65 percent of average for this time of the year and 28 percent capacity. Drought conditions continue to worsen with 17 percent of the state in exceptional drought and 41 percent in extreme drought.





Federal Actions to Protect Fish

As the state grapples with balancing depleted water supplies and protecting native fish, federal water managers have implemented several actions to attempt to protect salmon on the Sacramento and San Joaquin Rivers.

San Joaquin River Restoration Program Restoration Administrator has scheduled the resumption of Restoration Flows on the San Joaquin River starting October 1.

Due to unprecedented drought conditions and historic water rights, Restoration Flows were gradually reduced to zero in early April as Friant Dam began making higher releases to supply the San Joaquin River Exchange Contractors at Mendota Pool. From early April through mid-July, Friant Releases ranged upwards of 1,700 cubic feet per second (cfs). Since mid-July, Friant Dam releases have ranged from 230 cfs to 290 cfs to meet Holding Contracts and did not extend past Gravelly Ford, 38 miles downstream from Friant Dam.

Despite extreme drought conditions and lower flows since mid-July, river conditions were adequate to sustain a small cohort of adult spring-run Chinook salmon holding between Friant Dam and Gravelly Ford in Reach 1. Managing Millerton Lake’s cold water pool by conserving Restoration Flows for nearly three months benefited river temperatures directly downstream of Friant Dam and the survival of holding adult salmon. These fish are set to begin their final life stage — making redds (fish nests) and spawning this fall (September/October) — before a new cohort of juvenile salmon emerges this winter.

On the Sacramento River, Reclamation is proposing to use drought relief funds to purchase water from Sacramento River Settlement Contractors to support fish and wildlife on the Sacramento River.

The proposed action would allow for up to 100 TAF of conserved water that could otherwise be delivered during October 2022 to remain in Shasta Reservoir to contribute to storage for Water Year 2023. The additional storage may benefit cold-water pool and instream temperature management for WY 2023 and may have additional fish and wildlife benefits as may be needed to meet flow objectives for fish and wildlife on the Sacramento River. Reclamation was appropriated \$200 million.

SWRCB Adopts Microplastics Strategy

As required by 2018 legislation, the State Board recently adopted the [Policy Handbook Establishing A Standard Method of Testing and Reporting of Microplastics in Drinking Water](#). The state will employ a two-phase iterative approach for monitoring microplastics to obtain sufficient information to estimate risk through exposure. Each step will last two years, with an interim period to allow for State Water Board staff to assess results from the first phase and plan the second phase of monitoring accordingly. For both phases, the State Water Board will issue orders to public water systems and/or wholesaler providers to monitor microplastics in source waters and/or treated drinking water.

Phase I: monitoring will focus on characterizing occurrence of microplastics larger than 20 or 50 micrometers in length in source waters used for drinking in accordance with the specifications in the method employed by the laboratory

Phase II: monitoring will be directed towards characterizing occurrence of microplastics both smaller than and larger than 20 micrometers in length in treated drinking water.

Legislative Update

The Legislature adjourned the 2021-22 Legislative Session in the early morning hours of September 1. The Governor acted on over 700 bills in the final week of September, the 30th being the Governor's deadline to act on all legislation. With the final approvals and vetoes, the legislative session is officially over. Members will return to Sacramento briefly to "organize" in December and will return in earnest in January to begin the 2023-24 legislative session.

Bill updates:

AB 2142 (Gabriel): This bill would provide an income tax exemption for rebates from a turf removal program. Sponsored by ACWA, the bill didn't receive a single no vote throughout the entire process and was signed by the Governor, who also put out a press release touting the importance of the bill.

SB 991 (Newman): This bill is similar to MWD's AB 1845 but it would allow for progressive design build to be used on any project over \$5 million. The bill didn't receive a single no vote throughout the entire process and was signed by the Governor.

AB 2247 (Bloom): CASA sponsored bill would require products sold in CA that contain PFAS to register the product on a publicly accessible reporting platform. The bill was recently amended to remove some of the enforcement language, which should remove some of the opposition. The bill has had a rough road, garnering significant opposition from the manufacturing community. It received *just* enough votes to move through the legislative process, but the Governor ultimately vetoed the bill. The veto message cited const pressure on the state budget as his reason for the veto.

AB 2449 (Rubio): Sponsored by Three Valleys Municipal Water District's, this legislation addresses remote participation for elected officials. The author took amendments in the Senate to address concerns from the Senate Governance and Finance and Judiciary Committee concerns surrounding misuse of these allowances to not have to face the public during challenging proceedings. The bill now limits the number of times an official can use remote testimony and requires that "cameras must be on" at all times. AB 2449 was signed by the Governor.

SB 1157 (Hertzberg): The bill would implement the indoor GPCD targets outlined in the DWR/SWRCB draft report to the Legislature for 47 GPCD by 2025 and 42 GPCD by 2030. The bill passed out of Natural Resources and Water Committee despite significant concerns from Senator Ben Hueso (D-San Diego). The bill was quickly moved to the floor of the Senate where it passed 28-9. The author took amendments in the Assembly Water, Parks and Wildlife Committee that would require studying the impacts to wastewater and recycled water systems. The bill was further amended to require consideration of variances for recycled water. The bill was seven votes short of passage on the Assembly floor on its first vote, but was brought up under "reconsideration" in the final minutes of the session and secured the necessary votes for passage. The bill was signed by the Governor who included in his signing message, a directive for the SWRCB to consider adopting a recycled water variance.

AB 1279 (Muratsuchi): declares it a policy of the state that as soon as possible, but no later than 2045, the state shall achieve net zero emissions and maintain negative GHG emissions thereafter. The bill also requires an 85 percent reduction in anthropogenic GHG emissions below 1990 levels by 2045. The bill was signed by the Governor.

SB 1020 (Laird): established the policy that eligible renewable energy resources and zero-carbon resources supply 90 percent of all retail sales of electricity to CA end-use customers by then end of 2035 and 95 percent by the end of 2040. The bill also requires that eligible renewable energy resources and zero-carbon resources supply 100 percent of electricity procured to serve all state agencies by the end of 2035, ten years sooner then required by existing law.

These provisions also apply to the State Water Project (SWP). While the bill was recently amended to ease the burden on the SWP, this bill is estimated to cost the State Water Contractors \$1.2 billion, with MWD's share likely about \$720 million. The bill was signed by the Governor.

SB 846 (Dodd): extends the operation of the Diablo Canyon Nuclear Generation Station (San Luis Obispo). Diablo Canyon was planned to shut down at the end of 2025, but with supply chain disruptions and other factors, there is significant risk that there will be insufficient new clean energy supplies online before the scheduled retirement. The bill declared that Diablo is crucial to energy reliability throughout the state, therefore all IOU ratepayers will be on the hook for 50 percent of the cost while PG&E ratepayers will be responsible for the remaining half. Because the fee collection is volumetric, high-energy users will be responsible for a majority of the reliability costs. The bill was the last bill of the session voted on by both houses and passed overwhelmingly. The Governor signed the bill.