



# S A W P A

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

| Meeting Access Via Computer (Zoom):   | Meeting Access Via Telephone:   |
|---|---|
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| <ul style="list-style-type: none"> <li>Meeting ID: 882 8121 8826</li> </ul>   | <ul style="list-style-type: none"> <li>Meeting ID: 882 8121 8826</li> </ul> |

This meeting will be conducted in person at the address listed above. As a convenience to the public, members of the public may also participate virtually using one of the options set forth above. Any member of the public may listen to the meeting or make comments to the Commission using the call-in number or Zoom link above. However, in the event there is a disruption of service which prevents the Authority from broadcasting the meeting to members of the public, the meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in-person.

## REGULAR COMMISSION MEETING TUESDAY, JUNE 20, 2023 – 9:30 A.M.

### AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE** (Bruce Whitaker, 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).

Members of the public may make comments in-person or electronically for the Commissions' consideration by sending them to [publiccomment@sawpa.org](mailto:publiccomment@sawpa.org) with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, June 19, 2023. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Commission.

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

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

5. **CONSENT CALENDAR**

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

A. **APPROVAL OF MEETING MINUTES: JUNE 6, 2023** .....7

**Recommendation:** Approve as posted.

B. **STATEMENT OF INVESTMENT POLICY (CM#2023.36)** .....13

**Presenter:** Karen Williams

**Recommendation:** Adopt Resolution No. 2023-8, approving the Statement of Investment Policy and delegate authority to the Chief Financial Officer to invest or reinvest funds consistent with the Statement of Investment Policy.

**C. EMERGING CONSTITUENTS PROGRAM TASK FORCE PUBLIC RELATIONS CONSULTANT SUPPORT (CM#2023.37).....37**

**Presenter:** Ian Achimore

**Recommendation:** Authorize the General Manager to execute the following:

1. General Services Agreement with JPW Communications LLC; and
2. Task Order JPW392-02 with JPW Communications LLC for an amount not-to-exceed \$114,954 for two years (FYE 2024 and FYE 2025) for public relations support to the Emerging Constituents Program Task Force.

**D. PHASE 3 NETWORK COORDINATOR COST SHARING AGREEMENT AND FYE 2024 NETWORK COORDINATOR CONSULTANT SUPPORT (CM#2023.38) .....63**

**Presenter:** Ian Achimore

**Recommendation:** Authorize the General Manager to execute the following:

1. Phase 3 California Integrated Regional Water Management (IRWM) Roundtable of Regions Network Coordinator Cost Sharing Agreement thereby committing \$5,000 per year from the OWOW Fund (373 PA 18) to a consultant for FYE 2024, and
2. Task Order WSC373-02 with Water Systems Consulting, Inc. for \$72,900 for the Roundtable of Regions Network Coordinator consulting role for FYE 2024.

**6. WORKSHOP DISCUSSION AGENDA**

**A. LEGISLATIVE REPORT**

**Presenter:** Michael Boccadoro and Beth Olhasso, West Coast Advisors

**Recommendation:** Receive and file.

**7. NEW BUSINESS**

**A. BASIN MONITORING PROGRAM TASK FORCE REQUEST FOR PROPOSAL APPROVAL | SURFACE MONITORING (CM#2023.39) .....103**

**Presenter:** Ian Achimore

**Recommendation:** Authorize the release of the Request for Proposals entitled “Santa Ana River Surface Water Quality Monitoring Services”.

**B. UPDATED PERSONNEL HANDBOOK APPROVAL (CM#2023.40).....139**

**Presenter:** Edina Goode

**Recommendation:** Approve the Updated and Revised Personnel Handbook.

**8. INFORMATIONAL REPORTS**

**Recommendation:** Receive for information.

**A. CASH TRANSACTIONS REPORT – APRIL 2023.....311**  
**Presenter:** Karen Williams

**B. INTER-FUND BORROWING – APRIL 2023 (CM#2023.41).....317**  
**Presenter:** Karen Williams

**C. PERFORMANCE INDICATORS/FINANCIAL REPORTING – APRIL 2023 (CM#2023.42) .....323**  
**Presenter:** Karen Williams

**D. PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, MARCH 2023 .....345**  
**Presenter:** Karen Williams

**E. PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, MARCH 2023.....348**  
**Presenter:** Karen Williams

**F. THIRD QUARTER FYE 2023 EXPENSE REPORT.....355**  
 • General Manager  
 • Staff  
**Presenter:** Karen Williams

**G. BUDGET VS ACTUAL VARIANCE REPORT – FYE 2023 THIRD QUARTER – MARCH 31, 2023 (CM#2023.43).....363**  
**Presenter:** Karen Williams

**H. FINANCIAL REPORT FOR THE THIRD QUARTER ENDING MARCH 31, 2023 .....373**  
**Presenter:** Karen Williams

**I. GENERAL MANAGER REPORT .....375**  
**Presenter:** Jeff Mosher

**J. STATE LEGISLATIVE REPORT .....379**  
**Presenter:** Jeff Mosher

**K. CHAIR’S COMMENTS/REPORT**

**L. COMMISSIONERS’ COMMENTS**

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

**9. CLOSED SESSION**

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

**10. 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](http://www.sawpa.org), subject to staff's ability to post documents prior to the meeting.

**Declaration of Posting**

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Thursday, June 15, 2023, a copy of this agenda has been uploaded to the SAWPA website at [www.sawpa.org](http://www.sawpa.org) and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, California.

### 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.)

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

## SAWPA COMPENSABLE MEETINGS

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: JUNE 2023

| DATE    | TIME     | MEETING DESCRIPTION                           | LOCATION                                |
|---------|----------|---|---|
| 6/1/23  | 9:00 AM  | Basin Monitoring Program Task Force Mtg       | Virtual/Teleconference                  |
| 6/5/23  | 1:00 PM  | Lake Elsinore/Canyon Lake TMDL Task Force Mtg | Virtual/Teleconference                  |
| 6/6/23  | 8:30 AM  | PA 23 Committee Mtg                           | CANCELLED                               |
| 6/6/23  | 10:00 AM | PA 24 Committee Mtg                           | CANCELLED                               |
| 6/13/23 | 8:30 AM  | PA 22 Committee Mtg                           | CANCELLED                               |
| 6/15/23 | 4:00 PM  | LESJWA Board of Directors Mtg                 | CANCELLED                               |
| 6/20/23 | 10:00 AM | Special PA 24 Committee Meeting               | Hybrid (SAWPA & Virtual/Teleconference) |
| 6/26/23 | 1:00 PM  | Joint Regional Water Quality                  | Virtual/Teleconference                  |
| 6/27/23 | 1:30 PM  | Basin Monitoring Program Task Force Mtg       | Virtual/Teleconference                  |

### MONTH OF: July 2023

| DATE    | TIME     | MEETING DESCRIPTION                      | LOCATION                                |
|---------|----------|--|---|
| 7/4/23  | 10:00 AM | PA 24 Committee Mtg                      | CANCELLED                               |
| 7/24/23 | 2:30 PM  | Emerging Constituents Program Task Force | Virtual/Teleconference                  |
| 7/27/23 | 11:00 AM | OWOW Steering Committee Mtg              | Hybrid (SAWPA & 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  
June 6, 2023**

**COMMISSIONERS PRESENT**

Bruce Whitaker, Chair, Orange County Water District  
Mike Gardner, Vice Chair, Western Municipal Water District  
T. Milford Harrison, Secretary-Treasurer, San Bernardino Valley  
Municipal Water District [via-zoom]  
David J. Slawson, Eastern Municipal Water District  
Jasmin A. Hall, Inland Empire Utilities Agency

**COMMISSIONERS ABSENT**

None

**ALTERNATE COMMISSIONERS  
PRESENT; NON-VOTING**

Gil Botello, San Bernardino Valley Municipal Water District  
Kelly Rowe, Orange County Water District

**STAFF PRESENT**

Jeff Mosher, Karen Williams, Rachel Gray, Edina Goode, Marie  
Jauregui, Dean Unger, Rick Whetsel, Ian Achimore, Sara Villa,  
Zyanya Ramirez, John Leete

**OTHERS PRESENT**

Andrew Turner, Lagerlof, LLP; Joe Mouawad, Eastern Municipal  
Water District; Van Tran, Orange County Water District; Kevin  
O'Toole, Orange County Water District; Craig Miller, Western  
Municipal Water District; Mallory Gandara, Western Municipal Water  
District; Tess Dunham, Kahn Soares & Conway; Rosalyn Prickett,  
Rincon Consulting

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

**1. CALL TO ORDER**

**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: MAY 16, 2023**

**Recommendation:** Approve as posted.

**B. TREASURER'S REPORT: APRIL 2023**

**Recommendation:** Approve as posted.

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

Result: Adopted by Roll Call Vote  
Motion/Second: Hall/Gardner

Ayes: Gardner, Hall, Harrison, Slawson, Whitaker  
Nays: None  
Abstentions: None  
Absent: None

## 6. **NEW BUSINESS**

### **A. REGULATORY SUPPORT FOR BASIN MONITORING PROGRAM TASK FORCE | MIDDLE SANTA ANA RIVER PATHOGEN TMDL TASK FORCE | EMERGING CONSTITUENTS PROGRAM TASK FORCE (CM#2023.33)**

Rick Whetsel provided a presentation titled SAWPA Task Forces Regulatory Support contained in the agenda packet on pages 21-32. A brief overview of the scope of the regulatory support services was provided. The members of each of the respective Task Forces, Basin Monitoring Program Task Force, Emerging Constituents Program Task Force, and the Middle Santa Ana River Pathogen TMDL Task Force, unanimously recommend extending the agreement with Kahn Soares & Conway (KSC) for two additional years to provide the services of Tess Dunham to continue in her role as regulatory advisor. This recommendation is based upon her professional expertise and the progress made during her tenure in advancing the goals of each of these Task Forces. Ms. Tess Dunham thanked the Commission for the opportunity and noted that the benefit for the Task Force members and the Regional Board is taking the initiative of revising the Basin Plan to keep it up to date and to recognize the new science and technology and information we have which is a benefit to everyone. There was no discussion.

**MOVED**, to authorize the General Manager to execute the following:

1. General Services Agreement with Kahn Soares & Conway and SAWPA; and
2. Task Order KSC374-03 with Kahn Soares & Conway in the amount not to exceed \$133,000.00 for FY 2023-24 and for FY 2024-25, to provide strategic and regulatory support for the Basin Monitoring Program Task Force; and
3. Task Order KSC384-03 with Kahn Soares & Conway in the amount not to exceed \$148,500.00 for FY 2023-24 and for FY 2024-25, to provide strategic and regulatory support for the Middle Santa Ana River Pathogen TMDL Task Force; and
4. Task Order KSC392-03 with Kahn Soares & Conway in the amount not to exceed \$48,000.00 for FY 2023-24 and for FY 2024-25 to provide strategic and regulatory support for the Emerging Constituents Program Task Force.

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

### **B. COLA AND MERIT POOL INCREASES – FY 2023-24 (CM#2023.34)**

Jeff Mosher provided a verbal report on the Cost-of-Living Adjustments (COLA) and Merit Pool increases for FY 2023-24 and referenced the memo contained in the agenda packet on pages 53-56. The recommendation is a 4% Merit Pool and a 4.6% COLA increase. While some of the SAWPA member agencies are still in negotiations for their COLA and Merit increases for FY 2023-24, the chart below lists the information currently available from the Chief Financial Officers.



| Member Agency | COLA                             | Merit                      |
|---------------|----------------------------------|----------------------------|
| EMWD          | 8.9%<br>Actual Dec'22            | 2.5% - 5%                  |
| IEUA          | 3%<br>MOU                        | 2.5% per step<br>Increment |
| OCWD          | 2%<br>MOU                        | 3%<br>Budgeted             |
| SBVMWD        | 12.7% FY<br>2023<br>1.2% FY 2024 | 2.5% - 5%                  |
| WMWD          | 4%<br>MOU                        | 1% - 5%                    |

To assess the COLA for FY 2023-2024 the following regional Consumer Price Indexes (CPI) were reviewed:

- o Long Beach-Los Angeles-Anaheim index
- o Riverside-San Bernardino-Ontario index

The CPIs between January and April for the two indexes range from 3.52% to 7.33%, which reflects the current level of inflation. Based on the two indexes and reviewing member agency information, staff is recommending a 4.6% COLA increase, based on the lower end of the Riverside-San Bernardino-Ontario Annual CPI range. The annual CPIs (calculated month over month) are as follows for 2023:

| Index                            | Annual CPIs<br>(All Items) | Months      |
|----------------------------------|----------------------------|-------------|
| Long Beach-Los Angeles-Anaheim   | 3.52% - 5.46%              | Jan-Mar     |
| Riverside-San Bernardino-Ontario | 4.57% - 7.33%              | Jan and Mar |

Commissioner David Slawson asked what the COLA for the previous year was and what is the process for the employees that are maxed out under their pay scale. Mr. Mosher noted that the COLA was at 5% and if an employee is capped out, they look at the performance review and move them to a different position or provide a one-time bonus. It was asked when the last time a position analysis was done. Ms. Williams noted that it has been a couple of years since the last Classification and Compensation Study was done. Commissioner Jasmin Hall suggested that SAWPA investigate doing a Classification and Compensation Study to look at the different job classifications and compare them to the market range. Other agencies would benefit as well and suggests that it is time to start looking at the positions and where they fall within the market so that we do not lose talent with good, qualified people due to old salary ranges that are being used.

**MOVED**, to approve a 4% merit pool and a 4.6% COLA increase for FY 2023-24.

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

**C. INTEGRATED CLIMATE ADAPTATION AND RESILIENCE PROGRAM REGIONAL RESILIENCE PLANNING AND IMPLEMENTATION GRANT PROGRAM (CM#2023.35)**

Rachel Gray provided a presentation titled Integrated Climate Adaptation and Resiliency Program (ICARP) Regional Resilience Grant Program (RRGP) contained in the agenda packet on pages 61-79. The ICARP RRGF has over multiple funding rounds, the RRGF will invest \$125 million into regions advancing resilience and responding to their regions' greatest climate risks through three major activities: capacity building, planning (including identifying climate resilience priorities), and project implementation. The grant opportunity is available through the Governor's Office of Planning and Research. The first grant cycle will invest \$21.3 million. At least \$12.5 million of that total will be for regions planning for climate adaptation and developing action plans that prioritize projects or actions addressing the greatest climate risks facing a region, particularly in the most vulnerable communities. Grants will be made available both competitively and on a formula basis.

The goals of the RRGF are to help fill regional planning needs, provide communities with resources to identify climate resilience priorities, and help implement climate-resilient projects across the state. Additionally, the RRGF aims to advance ICARP's statutory mission to develop a cohesive, equitable, and integrated response to the impacts of climate change through direct funding support for local, regional, and tribal adaptation planning across California. ICARP's RRGF has the following objectives:

- Support regional projects aligned with ICARP priorities that improve regional climate resilience and reduce climate risks from wildfire, sea level rise, drought, flood, increasing temperatures, and extreme heat events.
- Support projects or actions that address the greatest climate risks in the region, particularly in the most vulnerable communities.
- Fill the gaps in climate resilience funding and support sustainable and cohesive climate resilient projects with regional collaboration.
- Support equitable outcomes.

The final RRGF Solicitation guidelines are anticipated to be released June 13, with a recommendation in July to Commission for approval on submitting a proposal under RRGF to develop CARP and request \$650,000 (no match required). There have been discussions with several agencies on the benefits of how this plan can be beneficial to everyone.

Commissioner David Slawson noted that it is something to endeavor, and the process is informative, and he fully supports moving on. Commissioner Gardner noted that this is the direction the state is going, and it is good to put ourselves in the position to help better shape the program.

This item is to receive and file; no action was taken on agenda item no. 6.C.

**7. INFORMATIONAL REPORTS**

Recommendation: Receive for Information.

**A. GENERAL MANAGER REPORT**

There were no General Manager's comments received.

**B. CHAIR'S COMMENTS/REPORT**

There were no Chair's comments received.

**C. COMMISSIONERS' COMMENTS**

There were no Commissioners' comments received.

**D. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS**

Commissioner Jasmin Hall requested that a Classification and Compensation Study be revisited soon.

**8. CLOSED SESSION**

There was no closed session.

**9. ADJOURNMENT**

There being no further business for review, Chair Bruce Whitaker adjourned the meeting at 10:12 a.m.

**Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, June 20, 2023.**

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Bruce Whitaker, Chair

Attest:

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Sara Villa, Clerk of the Board

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## **COMMISSION MEMORANDUM NO. 2023.36**

**DATE:** June 20, 2023  
**TO:** SAWPA Commission  
**SUBJECT:** Statement of Investment Policy  
**PREPARED BY:** Karen Williams, Chief Financial Officer

### **RECOMMENDATION**

It is recommended that the Commission adopt Resolution No. 2023-8, approving the Statement of Investment Policy and delegate authority to the Chief Financial Officer to invest or reinvest funds consistent with the Statement of Investment Policy.

### **DISCUSSION**

Investment policies and practices of SAWPA are based upon Federal and State laws and prudent money management. California law requires that the Commission annually adopt a Statement of Investment Policy. California law permits the Commission to delegate to the Chief Financial Officer, if it so desires, the authority to invest or reinvest SAWPA's funds, or to sell or exchange securities for a period of one year. Upon such delegation, the Chief Financial Officer assumes full responsibility for those transactions, and shall make monthly reports of those transactions to the Commission. All such investments made by the Chief Financial Officer shall strictly comply with the Statement of Investment Policy as annually adopted by the Commission.

In 2019, the Statement of Investment Policy was completely revised and was developed under the guidelines of the California Municipal Treasurers Association (CMTA) Investment Policy Certification Program. This program developed by the CMTA with support from the California Debt and Investment Advisory Commission (CDIAC), provides professional guidance and assistance in improving existing investment policies in California's public sector agencies and districts. The policy was submitted to the CMTA and it received certification.

The attached Statement of Investment Policy has been reviewed by staff, and it was determined that no significant changes were needed from the policy that was approved by the Commission last year.

### **RESOURCE IMPACTS**

No additional staff or costs are anticipated at this time.

#### Attachments:

1. Resolution No. 2023-8
2. Statement of Investment Policy 2023

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**RESOLUTION NO. 2023-8**

**A RESOLUTION OF THE COMMISSION OF THE  
SANTA ANA WATERSHED PROJECT AUTHORITY  
ANNUALLY APPROVING A STATEMENT OF INVESTMENT POLICY AND DELEGATING  
AUTHORITY TO THE CHIEF FINANCIAL OFFICER TO INVEST OR REINVEST FUNDS  
CONSISTENT WITH THE STATEMENT OF INVESTMENT POLICY**

**WHEREAS**, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code, Section 53600.6 and 53630.1);

**WHEREAS**, the Commission of the Santa Ana Watershed Project Authority ("SAWPA") may invest surplus monies not required for the immediate necessities of SAWPA in accordance with the provisions of Government Code, Sections 53600 et seq.;

**WHEREAS**, the Chief Fiscal Officer, hereby identified as the Chief Financial Officer, is required to annually prepare and submit a Statement of Investment Policy, and any changes thereto, which shall be reviewed and approved by the Commission (Government Code, Section 53646(a));

**WHEREAS**, Section 6505.6 of the Government Code permits a joint powers authority to delegate the duties and responsibilities of a treasurer to another SAWPA position;

**WHEREAS**, the Chief Financial Officer is the employee that has been designated by SAWPA to comply with the duties and responsibilities of the treasurer's office as set forth in Sections 6505 and 6505.5 of the Government Code;

**WHEREAS**, Section 53607 of the Government Code permits the Commission to delegate its authority to invest or reinvest SAWPA's funds to the Chief Financial Officer; and

**WHEREAS**, all such investments, whether authorized by the Commission or delegated to the Chief Financial Officer, must comply with the requirements of SAWPA's Statement of Investment Policy.

**NOW, THEREFORE**, the SAWPA Commission hereby resolves as follows:

1. The attached Statement of Investment Policy is hereby approved and shall govern the investment of SAWPA's funds.
2. The Chief Financial Officer shall comply with the duties and responsibilities of the office of the treasurer as set forth in Sections 6505 and 6505.5 of the Government Code.
3. As permitted under Section 53607 of the Government Code, the authority of the Commission to invest or reinvest SAWPA's funds, or to sell or exchange securities so purchased, is hereby delegated for a period of one year by the Commission to SAWPA's Chief Financial Officer who shall assume full responsibility for those transactions until the delegation of authority, and shall make a monthly report of those transactions to the Commission. Subject to review, the Commission may renew the delegation of authority each year pursuant to Section 53607 of the Government Code.

4. All such investments made by the Chief Financial Officer shall strictly comply with SAWPA's Statement of Investment Policy adopted annually pursuant to Section 53646 of the Government Code.

**ADOPTED** this 20th day of June, 2023.

**SANTA ANA WATERSHED PROJECT AUTHORITY**

By:

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Bruce Whitaker, Chair

Attest:

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Sara Villa, Clerk of the Board

Attachment: Statement of Investment Policy



# SANTA ANA WATERSHED PROJECT AUTHORITY STATEMENT OF INVESTMENT POLICY

## 1.0 POLICY

The purpose of this Investment Policy (“Policy”) is to provide guidelines for the prudent investment of the Santa Ana Watershed Project Authority (“Authority”) funds in conformance with California Government Code (CGC) requirements governing the investment of public funds. Funds will be managed to provide for daily cash flow requirements and to meet the objectives of this Policy.

## 2.0 SCOPE

This Policy applies to all operating funds of the Authority, which are under the control of the General Manager and/or the Chief Financial Officer. These funds are accounted for in the Authority’s Annual Comprehensive Financial Report (ACFR).

This Policy, however, specifically excludes the employees’ retirement and deferred compensation funds and the retiree health benefit trust. Additionally, funds held by a trustee or fiscal agent pledged to the payment or security of bonds or other indebtedness, shall comply with CGC Section 53601 (L).

Except for cash in certain restricted and special funds, the Authority will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

## 3.0 PRUDENCE

The standard of prudence to be used by designated representative shall be the “prudent investor” standard (CGC Section 53600.3) and shall be applied in the context of managing an overall portfolio. Persons authorized to make investment decisions on behalf of local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard which states, “When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

## 4.0 OBJECTIVES

As specified in CGC Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds; the primary objectives, in priority order, of the investment activities shall be:

- A. *Safety*: Safety of principal is the Authority’s foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the Authority will diversify its investments by investing funds among independent financial institutions

offering a variety of securities with independent returns. Investments shall be made with the aim of avoiding capital losses due to issuer default, broker-dealer default, or market value erosion.

- B. *Liquidity*: The investment portfolio will remain sufficiently liquid to enable the Authority to meet all operating requirements which might be reasonably anticipated.
- C. *Return on Investment (Yield)*: The Authority's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, as long as it does not diminish the objectives of Safety and Liquidity.

## **5.0 DELEGATION OF AUTHORITY**

The authority of the Santa Ana Watershed Project Authority's Board of Commissioners (Commission) to invest or reinvest funds of the Authority is delegated by Resolution in conjunction with the annual investment policy review. Management responsibility for the investment program is hereby delegated to the Chief Financial Officer who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Chief Financial Officer. The Chief Financial Officer shall establish procedures for the management of investment activities, including the activities of staff consistent with this Policy.

The Chief Financial Officer may retain the services of an outside investment advisor or manager as approved by the Commission to assist with the Authority's investment program. Qualified outside managers will be either Securities and Exchange Commission (SEC) Registered Investment Advisors or Bank Money Managers. The investment advisor shall make all investment decisions and transactions in strict accordance with State and Federal law, this Policy and such other written instruction as are provided. The performance and service levels of investment advisors and managers shall be reviewed annually.

## **6.0 ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Authority's General Manager any material financial interest in the financial institutions that conduct business with the Authority, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Authority.

## **7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

The Authority will maintain a list of authorized broker/dealers and financial institutions that are approved for investment purposes. Broker/dealers will be selected for credit worthiness and must be authorized to provide investment services in the State of California. These may include "primary" dealers or regional dealers that qualify under the SEC Rule 15(C)3-1 (uniform net capital rule). No public deposit will be made by the broker/dealer except in a qualified public depository as established by the established state laws. Before a financial institution or broker/dealer is used, they are subject to investigation and approval by the Chief Financial Officer or his/her designated representative, and must submit the following:

- A. Certification of having read and understood this investment policy and agreeing to comply with the Authority's investment policy;
- B. Proof of Financial Industry Regulatory Authority (FINRA) certification;
- C. Proof of State of California registration;
- D. Audited financial statements for the institution's three most recent fiscal years;
- E. Completed broker/dealer questionnaire; and
- F. Evidence of adequate insurance coverage.

If the Authority has contracted with an investment advisor to provide investment services, the investment advisor may use their own list of approved issuers, broker/dealers, and financial institutions to conduct transactions on the Authority's behalf.

## 8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The Authority's investments are governed by the California Government Code (CGC). Within the investments permitted by the CGC, the Authority seeks to further restrict eligible investments to the investments listed below. In the event an apparent discrepancy is found between this Policy and the CGC, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the date an investment is purchased. Credit ratings, as shown, specify the minimum credit rating category required at purchase without regard to +/- or 1, 2, 3 modifiers, if any. In the event a security held by the Authority is subject to a credit rating change that brings it below the minimum credit ratings specified in the Policy, the Chief Financial Officer should notify the Commission of the change. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the change, prognosis for recovery or further rate drops, and the market price of the security.

- A. **United States Treasury Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation on the percentage of the portfolio that may be invested in this category.
- B. **United States Agency Obligations.** Federal agency or United States government-sponsored enterprise senior debt obligations, participations, mortgaged-backed securities, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises. Examples of these securities include the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Farm Credit Bank, the Federal Home Loan Mortgage Corporation, and the Federal Home Loan Bank. There is no limitation on the percentage of the portfolio that may be invested in this category.
- C. **Municipal Debt.** Registered treasury notes or bonds of this state or any of the other 49 United States, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of this state or any of the other 49 United States.

Bonds, notes, warrants, or other evidence of indebtedness of any local agency, including the Authority's own bonds, within this state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

Purchases are limited to securities that have a long-term debt rating of at least "A", or its equivalent, by a Nationally Recognized Statistical Rating Organization (NRSRO); and/or have a short-term debt rating of at least "A-1", or its equivalent by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.

- D. **Medium-Term Notes.** Medium-term notes are defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities that have a long-term debt rating of at least "A", or its equivalent, by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.
- E. **Negotiable Certificates of Deposit.** Negotiable certificates of deposits (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to institutions that have a long-term debt rating of at least "A", or its equivalent, by a NRSRO; and/or have a short-term debt rating of at least "A-1", or its equivalent, by a NRSRO. NCDs for which the full amount of the principal and interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. All purchases shall not exceed the Federal Deposit Insurance Corporation (FDIC) insured limit. The current FDIC Negotiable CD insured limit is \$250,000 (principal and interest). In combination with placement service CDs, a maximum of 30 percent of the portfolio may be invested in this category.
- F. **Placement Service Certificates of Deposit.** Certificates of deposits placed through a deposit placement service shall meet the requirements under CGC Section 53601.8. The full amount of the principal and the interest that may be accrued during the maximum term of each certificate of deposit shall, at all times, be insured by federal deposit insurance. In combination with negotiable certificates of deposit, a maximum of 30 percent of the portfolio may be invested in this category.
- G. **Bank Deposits.** FDIC insured or fully collateralized bank deposits, including, but not limited to, demand deposit accounts, savings accounts, market rate accounts, time deposits, and certificates of deposits in financial institutions located in California. Bank deposits are required to be collateralized as specified under CGC Section 53630 et. seq. Agreements allowing for the waiver of the collateral requirement for that amount of deposit covered by the FDIC may be implemented provided the remainder of the deposit is secured by collateral as required by the CGC. The Authority shall have a signed agreement with any depository accepting Authority funds per CGC Section 53649. The maturity of time deposits (TCDs) may not exceed one year. There is no limit on the

percentage of the portfolio that may be invested in bank deposits. However, a maximum of 20 percent of the portfolio may be invested in TCDs.

- H. **Commercial Paper.** Commercial paper of “prime” quality of the highest ranking or the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions: (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated at least “A”, or its equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less and not represent more than 10 percent of the outstanding paper of an issuing corporation. A maximum of 15 percent of the portfolio may be invested in this category.

- I. **Bankers’ Acceptances.** Bankers’ acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank. Purchases are limited to bankers’ acceptances issued by domestic banks, which are eligible for purchase by the Federal Reserve System. Purchases of bankers’ acceptances may not exceed 180 days maturity. Eligible bankers’ acceptances are restricted to issuing financial institutions with a short-term debt rating of at least “A-1”, or its equivalent, by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.
- J. **State of California Local Agency Investment Fund (LAIF).** The LAIF is a special fund in the California State Treasury and an investment alternative for California’s local governments and special districts created and governed pursuant to CGC 16429.1 et seq. and managed by the State Treasurer’s Office. There is no limitation on the percentage of the portfolio that may be invested in this category. However, the amount invested may not exceed the current maximum allowed by LAIF.
- K. **Local Government Investment Pools (LGIP).** Shares of beneficial interest issued by a joint powers authority organized pursuant to CGC Section 6509.37. To be eligible for purchase, the pool shall meet all of the following conditions: (i) must meet the requirements of CGC Section 53601(p), (ii) the pool must seek to maintain a stable Net Asset Value (“NAV”), and (iii) the pool must be rated at least “AAm”, or its equivalent, by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.

Whenever the Authority has any funds invested in a Local Government Investment Pool, the Chief Financial Officer shall maintain on file a copy of the pool’s current information statement. In addition, the Chief Financial Officer should review the pool’s summary portfolio holdings on a quarterly basis.

- L. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the SEC.

The company shall have met either of the following criteria: (i) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs and (ii) retained an investment adviser registered or exempt from registration with the SEC with not less than five years of experience managing money market mutual funds

with assets under management in excess of five hundred million (\$500,000,000). A maximum of 15 percent of the portfolio may be invested in this category.

If the Authority has funds invested in a money market fund, a copy of the fund's information statement shall be maintained on file. In addition, the Chief Financial Officer should review the fund's summary holdings on a quarterly basis.

- M. Repurchase Agreements.** Repurchase agreements are to be used as short-term investments not to exceed 90 days. Repurchase agreements shall only be made with counterparties that are primary dealers of the Federal Reserve Bank of New York or a nationally or state-chartered bank that has had a significant banking relationship with the Authority. Furthermore, the counterparty shall have the following qualifications: (i) a long-term debt rating of at least "A", or its equivalent, by a NRSRO; (ii) a short-term credit rating of at least "A-1", or its equivalent, by a NRSRO; (iii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iv) five years acceptable audited financial results; and (v) a strong reputation among market participants.

The Authority shall have a properly executed master repurchase agreement with each counterparty. Collateral of at least 102 percent of market value of principal and accrued interest is required. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral. Collateral is limited to obligations of the United States government and its agencies. Collateral must be delivered to the Authority's custodian bank or handled under a properly executed master repurchase agreement. The Authority, or its trustee, shall have a perfected first security interest in all collateral. A maximum of 10 percent of the portfolio may be invested in this category.

- N. Prohibited Investments.** Section 53601.6 of the CGC lists the investments that are prohibited. Prohibited investments shall include, but are not limited to, equity securities, inverse floaters, range notes, interest-only strips that are derived from a pool of mortgages, or any investment that could result in zero interest earned if held to maturity.

## **9.0 REVIEW OF INVESTMENT PORTFOLIO**

This Policy is intended to conform to all applicable statutes at the time of adoption. The Policy shall be reviewed and approved annually by the Commission at a public meeting to ensure consistency with the overall objectives of the preservation of capital, liquidity, and return of the portfolio. The Policy also shall be reviewed to ensure its compliance and relevance to the current law, financial and economic trends, and to meet the cash flow requirements of the Authority. Investment operations are reviewed monthly during the reconciliation process of investment transactions to the third-party statements, and by the Finance Department in the proof of cash process.

## **10.0 INVESTMENT POOLS/ MUTUAL FUNDS**

A thorough investigation of any investment pool or mutual fund is required prior to investing, and on a continual basis. The investigation will, at a minimum, obtain the following information:



- A. A description of eligible investment securities, and a written statement of investment policy and objectives;
- B. A description of interest calculations and how it is distributed, as well as how gains and losses are treated;
- C. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited;
- D. A description of who may invest in the program, how often, and what size deposit and withdrawals are allowed;
- E. A schedule for receiving statements and portfolio listings;
- F. Whether reserves, retained earnings, etc. are utilized by the pool/fund;
- G. A fee schedule along with when and how they are assessed; and
- H. Whether the pool/fund is eligible for bond proceeds and/or whether it accept such proceeds.

## **11.0 COLLATERALIZATION**

Collateralization is required for investments of public deposits in Certificates of Deposits (in excess of the FDIC insured amount) and all Repurchase Agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110 percent of market value for Certificates of Deposit and 102 percent for repurchase agreements of principal and accrued interest.

In order to conform with provisions of the Federal Bankruptcy Code, which provides for the liquidation of securities held as collateral for Repurchase Agreements, the only securities acceptable as collateral shall be eligible Negotiable Certificates of Deposit, eligible Banker's Acceptances, or securities that are fully guaranteed as to principal and interest by the United States or by any agency of the United States government. All securities held as collateral shall have a maximum maturity of five years.

## **12.0 SAFEKEEPING AND CUSTODY**

To protect against potential losses by collapse of individual securities dealers, all trades will be executed on a delivered versus payment basis with the securities to be held in safekeeping by a third-party custodian, acting as agent for the Authority under terms of a custody agreement or a Master Repurchase Agreement. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) LAIF and local government investment pools (LGIPs); (ii) placement certificates of deposit, and, (iii) money market mutual funds, since the purchased securities are not deliverable. Evidence of each of these investments will be held by the Chief Financial Officer.

No outside broker/dealer or advisor may have access to the Authority's funds, accounts, or investments. Any transfer of funds handled through a broker/dealer must be approved by persons identified in the "Delegation of Authority" section of this Policy.

### **13.0 DIVERSIFICATION AND MAXIMUM MATURITIES**

The Authority will diversify its investments by security type and institution. With the exception of U.S. Treasuries, U.S. Agency Securities, FDIC Insured Certificates of Deposit, and authorized pools, no more than 30% of the Authority's total investment portfolio will be invested in a single security type or with a single financial institution.

To the extent possible, the Authority will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow and approved in advance by the Board of Commissioners, the Authority will not directly invest in securities maturing more than five years from the date of purchase.

### **14.0 INTERNAL CONTROLS**

The Chief Financial Officer shall establish a system of internal controls designed to prevent losses due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, and/or imprudent actions by employees of the Authority. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (i) the cost of a control should not exceed the benefits likely to be derived, and (ii) the valuation of costs and benefits require estimates and judgements by management. Compliance with this Policy and internal controls shall be reviewed annually by the Authority's independent, external auditor.

### **15.0 PERFORMANCE STANDARDS**

The investment portfolio will be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints, and the cash flow needs.

The Authority's investment strategy is passive. The performance of the Authority's investment portfolio will be evaluated and compared to an appropriate benchmark in order to assess the success of the investment portfolio relative to the Authority's Safety, Liquidity, and Return on Investments objectives. The review will be conducted annually by the Chief Financial Officer.

### **16.0 REPORTING**

Under provision of Section 53646 of the CGC, the Chief Financial Officer shall render a monthly report to the Commission, providing the type of investment, financial institution from which the investment was purchased, the date of maturity, the date upon which the investment becomes subject to redemption provisions, amount (to include both par and book value) of the investment, and the current market value of all investments. The report also shall include the source of the market value. Additionally, the report shall include the rate of interest, accrued interest earned, the amortized portion of the investment purchased at a premium or discount, and other data so required by the Commission or by amendment to the above section of CGC and its successors. The report shall include a statement denoting the Authority's ability to meet its expenditure requirements for the following six-month period, or an explanation as to why sufficient funding will not be available. Additionally, the Chief Financial Officer shall state whether the agency is in compliance with its investment policy by signature required on the Treasurers' Report.



**17.0 INVESTMENT POLICY ADOPTION**

The Authority's Investment Policy shall be adopted by Resolution of the Board of Commissioners. The Policy shall be reviewed on an annual basis and modifications, if any, must be approved by the Commission.



**Karen L Williams**  
Chief Financial Officer  
Santa Ana Watershed Project Authority

June 20, 2023

Date

## GLOSSARY OF INVESTMENT TERMS

**AGENCY SECURITIES:** Securities issued by any of several U. S. government-sponsored entity (GSE) and federally related institutions. Agencies including, but not limited to the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal National Mortgage Association (FNMA or “Fannie Mae”).

**ASKED PRICE:** The price at which securities are offered for sale; also known as offering price.

**BANKERS' ACCEPTANCE (BA):** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BENCHMARK:** A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio’s investments.

**BASIS POINT:** One-hundredth of one percent (i.e., 0.01%).

**BID PRICE:** The price offered for securities.

**BOND PROCEEDS:** The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These funds are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

**BOOK VALUE:** The value at which a debt security is shown on the holder’s balance sheet. Book value is often acquisition cost plus/minus amortization and accretion, which may differ significantly from the security’s current value in the market.

**BROKER:** A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

**CALLABLE BOND:** A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specific conditions.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Certificate of Deposit may be issued in either negotiable or nonnegotiable form. Nonnegotiable certificates cannot be resold on the secondary market and may face penalties for early redemption whereas a negotiable CD may be resold.

**COLLATERAL:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public funds.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report of the Santa Ana Watershed Project Authority. It includes financial statements for each individual fund prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed Statistical Section.

**COMMERCIAL PAPER:** Short-term, unsecured, negotiable promissory note with a fixed maturity of no more than 270 days. By statute, these issues are exempt from registration with the U.S. Securities and Exchange Commission.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**CREDIT RISK:** The risk to an investor that an issuer will default in the payment of interest and/or principal on a security and a loss will result.

**CUSTODIAN:** A bank or other financial institution that keeps custody of stock certificates and other assets.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DELIVERY OF SECURITIES:** There are two methods of delivery of securities; *Delivery versus Payment* and *Delivery versus Receipt*. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of signed receipt for the securities.

**DERIVATIVES:** (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose values is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns with the goal of spreading risk throughout the portfolio holdings.

**DURATION:** A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

**FACE VALUE:** The principal amount owed on a debt instrument. It is the amount on which interest is computed and represents the amount that the issuer promises to pay at maturity.

**FAIR VALUE:** The amount at which a security could be exchanged between willing parties, other than in a forced liquidation sale. If a market price is available, the fair value is equal to the market value.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S & L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits.

**FEDERAL FARM CREDIT BANK (FFCB):** Government-sponsored institution that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives. Its securities do not carry direct U.S. Government guarantees.

**FEDERAL FUNDS RATE:** The rate of interest at which Federal funds are traded. This rate is considered to be the most sensitive indicator of the direction of interest rates, as it is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks. Although the banks operate under federal charter with government supervision, the securities are not guaranteed by the U.S. Government.

**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or Freddie Mac):** Established in 1970 to help maintain the availability of mortgage credit for residential housing. FHLMC finances these operations by marketing guaranteed mortgage certificates and mortgage participation certificates. Its discount notes and bonds do not carry direct U.S. Government guarantees.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae):** FNMA was chartered under the Federal National Mortgage Association Act of 1938. FNMA is a Federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. FNMA is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities also are highly liquid and are widely accepted. FNMA securities do not carry direct U.S. Government guarantees.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the 12 Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional Banks and about 5,700 commercial banks that are members of the system.

**FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA):** The Financial Industry Regulatory Authority (FINRA) is the largest independent regulator for all securities firms doing business in the United States. All told, FINRA oversees nearly 4,750 brokerage firms,

about 167,000 branch offices, and approximately 634,000 registered securities representatives.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages.

**INTEREST ONLY STRIPS:** The interest portion of a Treasury note or bond that has been stripped of its principal component through the commercial book-entry system.

**INTEREST RATE RISK:** The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of a portfolio's securities to decline.

**INVERSE FLOATER:** Fixed income instrument whose coupon or interest rate is periodically reset according to a short-term rate index such as LIBOR, or prime rate. Unlike the traditional floating rate instrument, however, the inverse floater's rate is set equal to a fixed rate minus the short-term rate index.

**INVESTMENT POLICY:** A clear and concise statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

**INVESTMENT PORTFOLIO:** A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

**LOCAL AGENCY INVESTMENT FUND (LAIF):** A voluntary program created by state statute as an investment alternative for California's local governments and Special Districts under the administration of the California State Treasurer's Office. All securities are purchased under the authority of the Government Code Section 16430 and 16480.4.

**LOCAL GOVERNMENT INVESTMENT POOL (LGIP):** A state or local government pool offered to public entities for the investment of public funds.

**MARKET RISK:** Systematic risk of a security that is common to all securities of the same general class (stocks, bonds, notes, money market instruments) and cannot be eliminated by diversification (which may be used to eliminate non-systematic risk).

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**MEDIUM-TERM NOTES (MTNs):** Corporate notes, having any or all of the features of corporate bonds and ranging in maturity from nine months out to 30 years. The difference between corporate bonds and MTNs is that corporate bonds are underwritten.

**MUNICIPAL BONDS:** Offered by state and local governments, these bonds are primarily issued to finance infrastructure improvements, such as highways or sewers.

**NATIONAL RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):** A credit rating agency that provides credit ratings that are used by the U.S. Government and investors as benchmarks. Examples include Moody's, Standard & Poor's, and Fitch Ratings.

**NEGOTIABLE CERTIFICATE OF DEPOSIT:** Large denomination certificates of deposit with a fixed maturity date, which can be sold in the money market. They are not collateralized.

**OFFER:** The price asked by a seller of securities.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are Federal Reserve's most important and most flexible monetary policy tool.

**PAR VALUE:** The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in increments of \$1,000 per bond.

**PORTFOLIO:** The collection of securities held by an individual or institution.

**PRIMARY DEALER:** A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few regulated firms.

**PRINCIPAL:** The face or par value of a debt instrument or the amount of capital invested in a given security.

**PRUDENT PERSON RULE:** An investment standard. The way a prudent person of discretion and intelligence would be expected to manage the investment program in seeking a reasonable income and preservation of capital.

**QUALIFIED PUBLIC DEPOSITORIES:** A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**REPURCHASE AGREEMENT (REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate the buyer for this.

**REVERSE REPURCHASE AGREEMENT (REVERSE REPO):** A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specified date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to a repo, the purpose of entering into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES:** Investment instruments such as notes, bonds, stocks, money market instruments, and other instruments of indebtedness of equity.

**SECURITIES & EXCHANGE COMMISSION (SEC):** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SEC RULE 15(C)3-1:** See Uniform Net Capital Rule.

**SPREAD:** The difference between two figures or percentages. It may be the difference between the bid (price at which a prospective buyer offers to pay) and asked (price at which an owner offers to sell) prices of a quote, or between the amount paid when bought and the amount received when sold.

**SWAP:** An agreement between two parties (known as counterparties) where one stream of future interest payments is exchanged for another based on a specified principal amount.

**TREASURY BILLS:** A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than ten years.

**TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to ten years.

**UNDERWRITER:** A dealer that purchased a new issue of municipal securities for resale.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to

purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**U. S. TREASURY OBLIGATIONS:** Debt obligations of the U.S. Government sold by the Treasury Department in the form of bills, notes, and bonds. Bills are short-term obligations that mature in one year or less and are sold at a discount. Notes are obligation that mature between two and ten years. Bonds are long-term debt that generally mature in ten years or more.

**YIELD:** The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security.

**YIELD CURVE:** Yield calculations of various maturities of instruments of the same quality at a given time to observe spread differences.

**ZERO-INTEREST BOND:** A bond on which interest is not payable until maturity (or early redemption), but compounds periodically to accumulate to a stated maturity amount. Zero-interest bonds are typically issued at a discount and repaid at par upon maturity.



**CERTIFICATION OF UNDERSTANDING**

I hereby certify that I have personally read the Santa Ana Watershed Project Authority’s (the Authority) Investment Policy and the California Government Code pertaining to the investments of the Authority.

I will disclose to the Authority any potential risks or conflicts with the Investment Policy that might arise out of business transactions between my firm and the Authority.

I will undertake reasonable efforts to prevent imprudent transactions involving funds of the Authority and will endeavor to keep familiar with the Authority’s investment objectives and constraints, as they exist from time to time.

I will only offer investments for the Authority’s consideration that are in conformity to the Authority’s Investment Policy.

I attest to the accuracy of the responses to the Authority’s questionnaire.

NOTE: Completion of the attached questionnaire is only part of the Santa Ana Watershed Project Authority’s certification process and DOES NOT guarantee that your financial institution will be guaranteed any portion of the investment business with the Santa Ana Watershed Project Authority.

FIRM NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

**SANTA ANA WATERSHED PROJECT AUTHORITY  
BROKERS/DEALERS QUESTIONNAIRE AND CERTIFICATION**

*Please fill out form and return to the Santa Ana Watershed Project Authority*

1. Name of Firm \_\_\_\_\_

2. Address \_\_\_\_\_

*(Local)*

*(National Headquarters)*

\_\_\_\_\_  
\_\_\_\_\_

3. Telephone No. \_\_\_\_\_

4. Primary Representatives: Manager/Partner-In-Charge:

Name \_\_\_\_\_

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Telephone \_\_\_\_\_

Years in institutional sales \_\_\_\_\_

Years in institutional sales \_\_\_\_\_

Years with firm \_\_\_\_\_

Years with firm \_\_\_\_\_

5. Are you a Primary Dealer in U.S. Government Securities? Yes No

6. Are you a Regional Dealer in U.S. Government Securities? Yes No

7. Are you a Broker instead of a Dealer,  
i.e., You DO NOT own positions of Securities? Yes No

8. What is the net capitalization of your firm? \_\_\_\_\_

9. What is the date of your fiscal year-end? \_\_\_\_\_

10. Is your firm owned by a holding company? If so, what is its name and net capitalization?

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11. Please provide your wiring and delivery instructions. \_\_\_\_\_

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12. Which of the following instruments are offered regularly by your local desk?

T- Bills                       Treasury Notes/Bonds                       Discount Notes                       NCD's

Agencies (specify) \_\_\_\_\_

13. Which of the above does your firm specialize in marketing? \_\_\_\_\_

---

14. Please identify your most directly comparable Local Agency Clients in our geographical area:

| Entity | Contact Person | Telephone | Client Since |
|--------|----------------|-----------|--------------|
| _____  | _____          | _____     | _____        |
| _____  | _____          | _____     | _____        |
| _____  | _____          | _____     | _____        |

15. What reports, transactions, confirmations, and paper trail would we receive?

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16. Please include samples of research reports or market information that your firm regularly provides to local agency clients.

17. What precautions are taken by your Firm to protect the interest of the public when dealing with government agencies as investors? \_\_\_\_\_

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18. Have you or your Firm been censored or punished by a regulatory State or Federal agency for improper or fraudulent activities, related to the sale of securities?    Yes    No

19. If yes, explain. \_\_\_\_\_

20. Attach certified documentation of your capital adequacy and financial solvency. In addition, an audited financial statement must be provided within 120 days of your fiscal year-end. (Copy of a Published Financial Statement)
21. Attach proof of Financial Industry Regulatory Authority (FINRA) certification.
22. Attach proof of California Department of Securities Registration.
23. Attach proof of Securities and Exchange Commission registration.
24. Attach proof of adequate insurance coverage.
25. Are you listed under GFOA Yield Advantage?    Yes    No

## COMMISSION MEMORANDUM NO. 2023.37

**DATE:** June 20, 2023

**TO:** SAWPA Commission

**SUBJECT:** Emerging Constituents Program Task Force Public Relations Consultant Support

**PREPARED BY:** Ian Achimore, Senior Watershed Manager

### RECOMMENDATION

Authorize the General Manager to execute the following:

1. General Services Agreement with JPW Communications LLC, and
2. Task Order JPW392-02 with JPW Communications LLC for an amount not-to-exceed \$114,954 for two years (FYE 2024 and FYE 2025) for public relations support to the Emerging Constituents Program Task Force.

### DISCUSSION

For the past three years under Task Order JPW392-01, the Emerging Constituents (EC) Program Task Force has used the Southern California-based public relations consulting firm JPW Communications LLC, to conduct the following communication services:

- Social media ([Instagram](#), [Twitter](#), [Facebook](#)) monthly content developing and posting, and
- Monthly blog article writing and posting on the Task Force's public-facing website – "Your SoCal Tap Water" (<https://yoursocaltapwater.org/>).

JPW's service were initially procured in 2020 following a request for proposal (RFP) process. The RFP was released to eleven consulting firms and posted on the SAWPA website. Three firms listed below submitted proposals for these services in 2020:

- DeGrave Communications
- JPW Communications
- Presidio

SAWPA and the EC Program Task Force have assessed the results again, and this new task order with JPW Communications for the Project is similar to the scope described in their existing Task Order JPW392-01. Based on the funding and staff time associated with training a new consultant on the issues and priorities of the various EC Program Task Force members, a new solicitation would not benefit SAWPA.

Through this new two-year Task Order, development of brief videos is also included in the scope of work, similar to the current task order with JPW. SAWPA and the Task Force will work with JPW to develop brief videos periodically to drive new readers to the Task Force blog. JPW will continue to provide metrics that track views of the blog and social media sites. In addition to the three social media sites used, JPW will post occasionally to [NextDoor](#), which is a website and phone-based application that neighborhood groups use, and various water agencies have used to engage with customers. According to a March 2021 article in Business Insider, the website/app is "a social

platform used to connect neighbors. Imagine a platform like Facebook, but instead of your newsfeed being filled with friends and family, it's the people who live in your neighborhood." The focus of the public outreach with this new JPW task order still falls under the Task Force's "brand" of "Your SoCal Tap Water" that emphasizes the following concepts:

- Value the safety of tap water, and water resources that support tap water,
- Outdoor water conservation,
- Water quality consumer confidence reports,
- Water resource projects and planning efforts the EC Task Force agencies are implementing,
- Per- and polyfluoroalkyl substances (PFAS) treatment projects implemented by EC Task Force members.

The budget for the new JPW Task Order is provided in the table below. SAWPA worked closely with JPW Communications LLC and the Task Force Members who contribute to the public relations efforts of the Task Force in developing the Task Order.

**Table 1: JPW Task Order Budget By Task/Year**

|  | Year 1<br>FYE 2024 | Year 2<br>FYE 2025 |
|--|--------------------|--------------------|
| TASK 1: Public Relations EC Blog and Videos                  | \$16,015           | \$16,816           |
| TASK 2: EC Social Media Support (Current Sites and NextDoor) | \$9,042            | \$9,494            |
| TASK 3: Tracking and Presenting Metrics                      | \$20,218           | \$21,229           |
| Pass Through Expenses*                                       | \$10,800           | \$11,340           |
| <b>Total (Two Year Total is \$114,954)</b>                   | <b>\$56,075</b>    | <b>\$58,879</b>    |

\*Includes purchase of graphics from digital libraries.

## BACKGROUND

The EC Program Task Force includes over 20 water and wastewater agencies listed in the table below. The Task Force's work has been conducted as a component of an agreement with the Santa Ana Regional Water Quality Control Board (Regional Board) to avoid formal water quality regulation of imported water that is recharged in the Santa Ana River Watershed. This "Cooperative Agreement for Imported Water Recharge" was signed by the Regional Board and nine imported water recharging agencies. The Agreement signatories agreed to develop a plan to investigate "emerging constituents" (ECs) in water that is intentionally recharged to local aquifers. The first annual sampling report was successfully submitted to the Regional Board in December 2010 and every year through 2013.

Interest in continuing having a task force-style forum to discuss changing regulations associated with various ECs is still strongly supported by the Task Force members shown in the table below.

**Table 2: List of EC Program Task Force Members**

|                         |  |
|-------------------------|--|
| Chino Basin Watermaster | Irvine Ranch Water District                        |
| City of Beaumont        | Jurupa Community Services District                 |
| City of Corona*         | Metropolitan Water District of Southern California |
| City of Redlands        | Orange County Water District*                      |

|  |  |
|--|--|
| City of Rialto   | San Bernardino Valley Municipal Water District*        |
| City of Riverside*   | San Gorgonio Pass Water Agency*                        |
| Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation Authority | Temescal Valley Water District                         |
| Eastern Municipal Water District*  | Western Municipal Water District*                      |
| Elsinore Valley Municipal Water District*  | Western Riverside County Regional Wastewater Authority |
| Inland Empire Utilities Agency   | Yucaipa Valley Water District                          |

\*Represents signatory to the “Cooperative Agreement for Imported Water Recharge.

In addition to the 2010-2013 EC sampling program, the Task Force has conducted public outreach using social media tools to share information on the safety of the water supply with the public. This public outreach was also recommended by the SAWPA Commission after concerns arose by the media with the safety of groundwater sources. The Task Force’s public-facing website, “Your SoCal Tap Water” has been posting blog articles since May 2012. In September of 2015, the communications firm DeGrave Communications was authorized to serve as the consultant for the EC Program Task Force by the SAWPA Commission for a three-year contract through September 2018. The task force members that fund the public outreach efforts are 13 of the 20 task force parties. These 13 parties include:

**Table 3: Members Contributing to Public Relations Effort**

|  |  |
|--|--|
| City of Corona   | Inland Empire Utilities Agency                         |
| City of Redlands   | Irvine Ranch Water District                            |
| City of Rialto   | Jurupa Community Services District                     |
| City of Riverside  | Temescal Valley Water District                         |
| Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation | Western Riverside County Regional Wastewater Authority |
| Eastern Municipal Water District   | Yucaipa Valley Water District                          |
| Elsinore Valley Municipal Water District                                     |  |

The benefits to these contributing members for this new JPW task order include the following:

- Build awareness about water related issues,
- Share information on safety of potable water supply,
- Correcting misinformed media exposure through outreach,
- Provide science-based information about emerging constituents, and
- Link “Your SoCal Tap Water” blog with participating Task Force member’s social media individual accounts and posts.

**CRITICAL SUCCESS FACTORS**

- SAWPA has a strong reputation as a watershed-wide, knowledgeable, neutral, and trusted facilitator, leader, and administrator of contracted activities.
- Goals, scope, costs, resources, timelines, and the contract term are approved by the Commission before executing an agreement to participate in a roundtable group.

**RESOURCE IMPACTS**

The EC Program Task Force approved a Fiscal Year Ending 2024 and Fiscal Year Ending 2025 budget for the coming two fiscal years sufficient to cover the cost of this Task Order. The EC Program Task Force budget is included in the SAWPA Commission's adopted two-year budget as well. In order to reduce administrative costs, staff recommends that this Task Order be issued for a two-year term.

Attachments:

1. PowerPoint Presentation
2. General Services Agreement
3. Task Order JPW392-02





# Emerging Constituents Program Task Force Public Relations Consultant Task Order Approval

**Ian Achimore, Senior Watershed Manager  
Commission I June 20, 2023  
Item No. 5.C**



# Emerging Constituents Program Task Force

- “Emerging Constituents” (ECs) are an array of pharmaceuticals, pesticides, food additives, and other common household chemicals for which water quality standards have not yet been established.
- Task Force formed in 2008 and complies with Regional Board Agreement for Imported Water Recharge
  - Oversee and investigate ECs
  - Data collection, data management, and reporting
  - Communication outreach on the safety/reliability of tap water
- Task Force tracks State Water Board priorities and monitors for these changes.



Photo credit: Water Education Foundation

# Task Force Members

|  |  |
|--|--|
| Chino Basin Watermaster  | Irvine Ranch Water District                            |
| City of Beaumont   | Jurupa Community Services District                     |
| City of Corona*  | Metropolitan Water District of Southern California     |
| City of Redlands   | Orange County Water District*                          |
| City of Rialto   | San Bernardino Valley Municipal Water District*        |
| City of Riverside*   | San Geronio Pass Water Agency*                         |
| Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation Authority | Temescal Valley Water District                         |
| Eastern Municipal Water District*  | Western Municipal Water District*                      |
| Elsinore Valley Municipal Water District*  | Western Riverside County Regional Wastewater Authority |
| Inland Empire Utilities Agency*  | Yucaipa Valley Water District                          |

\*Represents parties to the Regional Board Agreement for Imported Water Recharge

## Area of Focus for Public Relations

- Value and safety of tap water, and water resources that support tap water,
- Outdoor water conservation,
- Water quality consumer confidence reports,
- Water resource projects and planning efforts the EC Task Force agencies are implementing, and
- Per- and polyfluoroalkyl substances (PFAS) treatment projects implemented by EC Task Force members.



# JPW Task Order Scope and Budget

|  | Year 1<br>FYE 2024 | Year 2<br>FYE 2025 |
|--|--------------------|--------------------|
| TASK 1: Public Relations EC Blog and Videos                  | \$16,015           | \$16,816           |
| TASK 2: EC Social Media Support (Current Sites and NextDoor) | \$9,042            | \$9,494            |
| TASK 3: Tracking and Presenting Metrics                      | \$20,218           | \$21,229           |
| Pass Through Expenses*                                       | \$10,800           | \$11,340           |
| <b>Total (Two Year Total is \$114,954)</b>                   | <b>\$56,075</b>    | <b>\$58,879</b>    |

\*Includes purchase of graphics from digital libraries.



# About JPW Communications LLC

- Founded in 2015; office located in Carlsbad.
- Has worked for the following California water agencies:
  - Western Municipal Water District,
  - Rancho California Water District,
  - Long Beach Water District,
  - Olivenhain Municipal Water District, and
  - Zone 7 Water and Flood Control Agency.
- Served as the Task Force public relations consultant since 2020 under Task Order JPW392-01.
- Examples of water related experience:
  - Recruitment video script and storyboard, Rancho California Water District,
  - On Tap newsletter content development, Western Municipal Water District, and
  - Creek construction project community outreach, City of San Marcos.



# Task Order and Budget Development

- SAWPA worked closely with JPW Communications LLC and the Task Force Members who contribute to the public relations efforts of the Task Force in developing the Task Order.
  - The Task Force members that fund the public relations efforts are 13 of the 20 Task Force parties.
- The EC Program Task Force approved a Fiscal Year Ending 2024 and Fiscal Year Ending 2025 budget for the coming two fiscal years sufficient to cover the cost of this Task Order.



# Task Force Members Contributing to Public Relations Effort

|  |   |
|--|---|
| City of Corona   | Inland Empire Utilities Agency                      |
| City of Redlands   | Irvine Ranch Water District                         |
| City of Rialto   | Jurupa Community Services District                  |
| City of Riverside  | Temescal Valley Water District                      |
| Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation | Western Riverside Co. Regional Wastewater Authority |
| Eastern Municipal Water District   | Yucaipa Valley Water District                       |
| Elsinore Valley Municipal Water District                                     |   |



# Benefits to Contributing Agencies

- Build awareness about water related issues,
- Share information on safety of potable water supply,
- Correcting misinformed media exposure through outreach,
- Provide science-based information about emerging constituents, and
- Link “Your SoCal Tap Water” blog with participating agencies social media.



## Recommendation

Authorize the General Manager to execute the following:

1. General Services Agreement with JPW Communications LLC, and
2. Task Order JPW392-02 with JPW Communications LLC for an amount not-to-exceed \$114,954 for two years (FYE 2024 and FYE 2025) for public relations support for the EC Program Task Force.



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

This Agreement is made this **20<sup>th</sup> day of June, 2023** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, CA, 92503 and JPW Communications ("Consultant") whose address is 2710 Loker Avenue, Suite 300, Carlsbad, CA 92010.

**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, 2026**, 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





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**SANTA ANA WATERSHED PROJECT AUTHORITY  
TASK ORDER NO. JPW392-02**

**CONSULTANT:** JPW Communications  
2710 Loker Avenue, Suite 300  
Carlsbad, CA 92010

**VENDOR NO.:** 2268

**COST:** **\$114,954.00**

**PAYMENT:** Upon Proper Invoice

**REQUESTED BY:** Ian Achimore, Senior Watershed Manager

June 20, 2023

**FINANCE:** \_\_\_\_\_  
Karen Williams, Deputy GM/CFO Date

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

**COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER:** YES (X) NO ( )  
Authorization: June 20, 2023; CM#2023.37

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and JPW Communications (Consultant) pursuant to the General Services Agreement between SAWPA and Consultant, entered into on June 20, 2023, expiring December 31, 2026.

**I. PROJECT NAME OR DESCRIPTION**

Emerging Constituents Program Public Relations Consultant Support

**II. SCOPE OF WORK / TASKS TO BE PERFORMED**

Consultant shall provide all labor, materials, and equipment for the Emerging Constituents Program Public Relations support services as described in the attached scope of work.

**III. PERFORMANCE TIME FRAME**

Consultant shall begin work July 1, 2023, and shall complete performance of such services by **June 30, 2025**.

**IV. SAWPA LIAISON**

Ian Achimore shall serve as liaison between SAWPA and Consultant.

**V. COMPENSATION**

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$114,954.00**. 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.



## Scope of Work & Budget JPW392-02

**Task Order Purpose:** JPW will assist the Emerging Constituents (EC) Task Force with continuing to implement a web-based public relations campaign primarily using the existing EC Blog, known as “Your SoCal Tap Water” and the EC social media sites (current sites = Instagram, Twitter and Facebook).

### Scope of Work:

#### **TASK 1: Public Relations EC Blog and Videos**

Prepare and publish EC blog quarterly or bi-monthly articles to educate the public on the value and safety of tap water, and water resources that support tap water. Other topics include outdoor water conservation, water quality consumer confidence reports, water resource projects and planning efforts the EC Task Force agencies are implementing, and Per- and polyfluoroalkyl substances (PFAS) treatment projects implemented by EC Task Force members. Work will include research, interviews, copywriting, client review and editing. Articles are estimated to run 500 to 1,000 words.

Develop strategy and recommendations on approximately four short videos and an associated strategy for boosted posts v. ads with budget development (YouTube shorts/NextDoor). Produce and post these short videos (approximately 1 to 2 minutes) that are aligned with blog posts and other relevant information. Work includes research, scriptwriting, creative development, pre- and post-production, client review and editing. Minimal filming would be done by JPW with majority being done by SAWPA and EC Task Force agencies.

#### **TASK 2: EC Social Media Support (Current Sites and NextDoor)**

Implement a comprehensive social media strategy to drive the goal of attracting new viewers and driving traffic to the EC Blog. Work includes research, strategy development, key message development, and digital design direction.

Create and deploy social media posts based on strategy framework. Work includes writing posts, developing companion digital assets such as videos, unique photography, readily available graphics as well as graphics created specifically for the EC Task Force, client review and editing as needed.

Work includes monitoring and cross-promotion along with staff coordination as needed.

Send draft EC social media content (as well as the draft EC blog) to SAWPA approximately one week before the start of the month (or period) in which the content is to be posted. After obtaining feedback, send final content (including any raw digital files) to SAWPA so SAWPA can distribute to EC Public Relations Workgroup. SAWPA will also solicit content (including graphics) developed by the EC Public Relations workgroup and send it to JPW on a bi-monthly basis in order for JPW to incorporate into the EC social media websites and blog.

#### **TASK 3: Tracking and Presenting Metrics**

Monitor SAWPA's social media channels as well as other water-related social media sites for cross-promotion.

Prepare a comprehensive metric summary of the EC's blog and social media channels/sites accomplishments, viewership growth, and value of linkages between the funding agencies' websites and the EC social media/blog sites. Include comparisons of unique views to the EC blog vs. views that occurred due to a user clicking on an EC social media link. Provide context for the metrics such as viewership growth from comparative local public agency-based social media campaigns. Conduct research and develop brief strategy around best practices for monitoring a similar partner agency or public relations campaign.

Approximately quarterly tabulations will be provided along with companion strategy for improving overall effort.

By utilizing tabulations discussed above, present two to three presentations each year to obtain feedback, review metrics and guide future work. These presentations will be made to the EC PR Workgroup and/or the greater EC Task Force.

**Budget:**

|  | <b>Year 1</b>   | <b>Year 2</b>   |
|--|-----------------|-----------------|
| TASK 1: Public Relations EC Blog and Videos                  | \$16,015        | \$16,816        |
| TASK 2: EC Social Media Support (Current Sites and NextDoor) | \$9,042         | \$9,494         |
| TASK 3: Tracking and Presenting Metrics                      | \$20,218        | \$21,229        |
| Pass Through Expenses  | \$10,800        | \$11,340        |
| <b>Total</b>   | <b>\$56,075</b> | <b>\$58,879</b> |

**Two Year Task Order Total = \$114,954**

## COMMISSION MEMORANDUM NO. 2023.38

**DATE:** June 20, 2023

**TO:** SAWPA Commission

**SUBJECT:** Phase 3 Network Coordinator Cost Sharing Agreement and FYE 2024 Network Coordinator Consultant Support

**PREPARED BY:** Ian Achimore, Senior Watershed Manager

### RECOMMENDATION

Authorize the General Manager to execute the following:

1. Phase 3 California Integrated Regional Water Management (IRWM) Roundtable of Regions Network Coordinator Cost Sharing Agreement thereby committing \$5,000 per year from the OWOW Fund (373 PA 18) to a consultant for Fiscal Year Ending (FYE) 2024, and
2. Task Order WSC373-02 with Water Systems Consulting Inc. for \$72,900 for the Roundtable of Regions Network Coordinator consulting role for FYE 2024.

### DISCUSSION

The network coordinator consultant is currently funded by the Phase 2 Network Coordinator Cost Sharing Agreement executed in May 2021. There are thirteen parties to that agreement who pool their individual agency funding to fund the network coordinator consultant. The parties include SAWPA and other IRWM regions across the State. The Phase 2 Agreement expires on June 30, 2023. WSC Inc. was successful in responding to the April 2022 Request for Proposals (RFP) entitled "Network Coordinator for the California IRWM Roundtable of Regions." Per the Results of that RFP, the SAWPA Commission approved Task Order WSC373-01 with WSC Inc. on June 21, 2022, for FYE 2023.

The other IRWM regions have requested that SAWPA continue to serve as the contract lead for the network coordinator consultant. SAWPA has served in this role since December 2018. To date the Commission has approved two iterations of this agreement for the following terms:

| Agreement Name | Commission Approval            | Term of Agreement                        |
|----------------|--------------------------------|--|
| Phase 1        | December 18, 2018              | Partial FYE 2019, FYE 2020, and FYE 2021 |
| Phase 2        | May 4, 2021                    | FYE 2022 and FYE 2023                    |
| Phase 3        | Consideration on June 20, 2023 | FYE 2024 and FYE 2025                    |

SAWPA staff has agreed to serve as the lead contracting agency for one more year from July 1, 2023, to July 1, 2024 (i.e. FYE 2024). This is the first year of the Phase 3 Agreement and language is included in the Phase 3 Agreement signifying this. SAWPA will invoice partners for their individual contributions in July 2023. The second year of the Phase 3 Agreement will be managed by a "New Contracting Entity" (i.e. one of the other parties to the Phase 3 Agreement) who will send out invoices and procure a network coordinator consultant. SAWPA is working

with the Roundtable to determine who the “New Contracting Entity” will be by November 2023. That network coordinator consultant can be WSC Inc. or another person or entity, depending on the procurement policy of that “New Contracting Entity.”

## **BACKGROUND**

Although SAWPA began developing integrated and regional (i.e. watershed-wide) plans in the 1990s, the State’s IRWM program began in 2002 when the Regional Water Management Planning Act (SB 1672) was passed by the California Legislature. Since then, various bonds such as Proposition 1 have been approved by voters and have provided over \$1.5 billion in State funding to support and advance integrated, multi-benefit regional projects.

The Roundtable of IRWM Regions was formed in 2006 as an informal partnership between IRWM regions across the State and is currently composed of 48. The Roundtable focuses on two functions: 1) promoting the philosophy of IRWM, and 2) equipping those engaged in the work with the tools and partnerships necessary for success. Today, the Roundtable has an official charter agreement and a steering committee composed of local IRWM staff leads from across the State. The Roundtable exists to build and leverage trusted relationships among organizations engaged in the IRWM Program to extend limited resources and amplify on-the-ground results. The complexity of the Roundtable’s work encourages the need for a dedicated network coordinator who can coordinate the activity of the network.

## **CRITICAL SUCCESS FACTORS**

- A strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership, and community engagement.
- SAWPA has a strong reputation as a watershed-wide, knowledgeable, neutral, and trusted facilitator, leader, and administrator of contracted activities.

## **RESOURCE IMPACTS**

By signing the agreement, SAWPA would commit \$10,000 of total funding included in the adopted FYE 2024 and FYE 2026 budget that has been shared with the Commission (i.e. \$5,000 per fiscal year). The committed funds and staff time at SAWPA managing the Network Coordinator will be supported by the existing budget in Fund 373.

Attachments:

1. PowerPoint Presentation
2. Phase 3 California IRWM Roundtable of Regions Network Coordinator Cost Sharing Agreement
3. Task Order WSC373-02 with Water Systems Consulting



# Approval of Phase 3 Network Coordinator Cost Sharing Agreement and FYE 2024 Network Coordinator Task Order

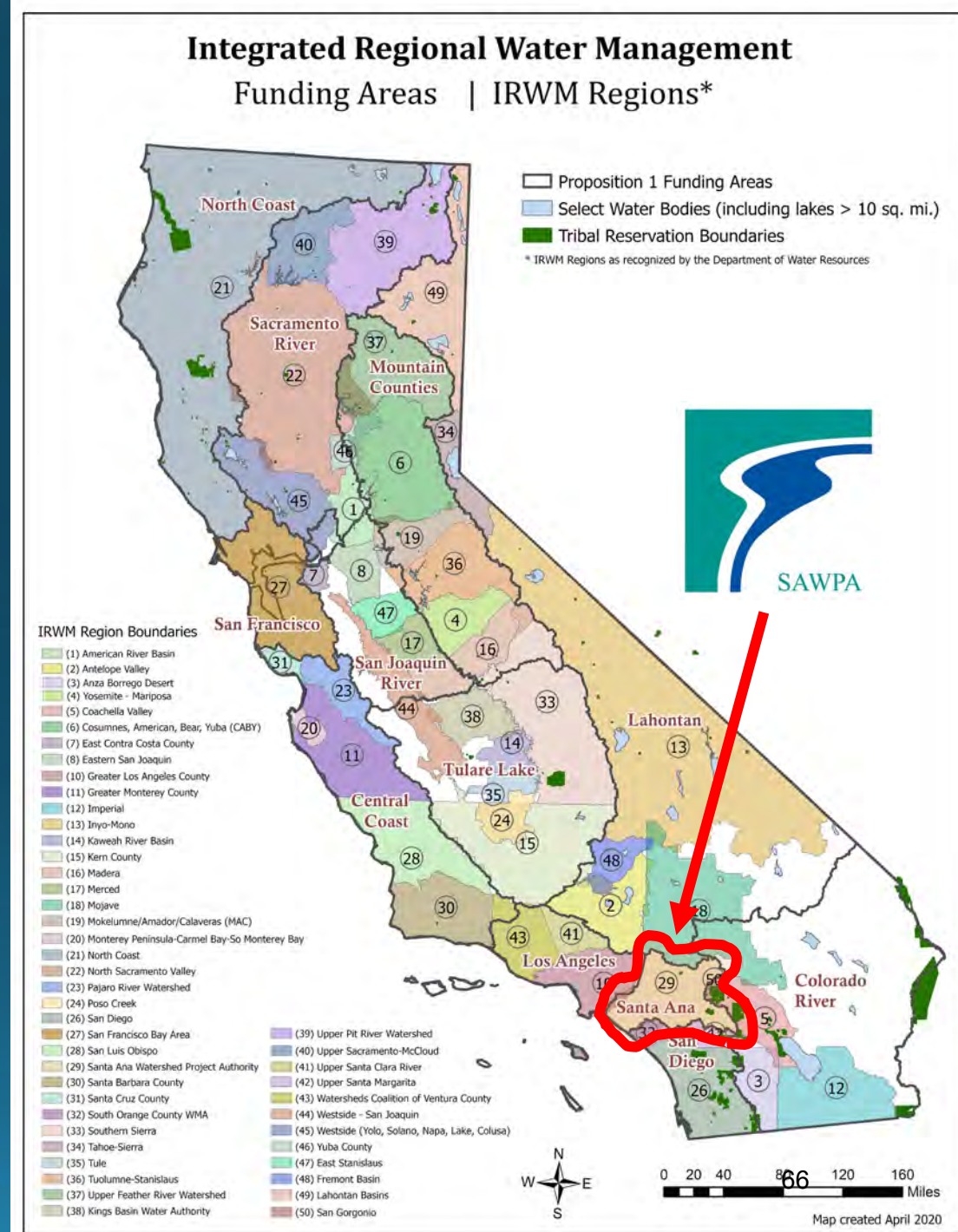
Ian Achimore | Senior Watershed Manager  
SAWPA Commission | Agenda Item 5.D

June 20, 2023



# IRWM Roundtable of Regions

- Began in 2006.
- Informal partnership, led by engaged staff and two co-chairs.
- Network extends limited resources and amplifies results of all participants.
- SAWPA represents OWOW on the Roundtable.



# Cost Share Agreement Phase 3



- Similar to a Task Force agreement.
- Parties to the agreement are administrators of their own IRWM regions (like SAWPA).

| Agreement Name | Commission Approval            | Term of Agreement                        |
|----------------|--------------------------------|--|
| Phase 1        | December 18, 2018              | Partial FYE 2019, FYE 2020, and FYE 2021 |
| Phase 2        | May 4, 2021                    | FYE 2022 and FYE 2023                    |
| Phase 3        | Consideration on June 20, 2023 | FYE 2024 and FYE 2025                    |

# SAWPA's Role as Administrator

- The other IRWM regions have requested that SAWPA continue to serve as the contract lead for the network coordinator consultant. SAWPA has served in this role since December 2018.
- SAWPA managing the contract for one more year – FYE 2024. FYE 2024 is the first year of this two-year Phase 3 Agreement.
  - SAWPA will invoice partners for their amounts in July 2023.
- The second year of this letter agreement will be managed by a “New Contracting Entity” who will send out invoices and procure a network coordinator consultant.
  - SAWPA is working with the Roundtable to determine who the “New Contracting Entity” will be by November 2023.

| Signatory to Cost Share Agreement | Phase 2 Agreement (Current) |                 | Phase 3 Agreement |                 |
|-----------------------------------|-----------------------------|-----------------|-------------------|-----------------|
|                                   | FYE 2022                    | FYE 2023        | FYE 2024          | FYE 2025        |
| Mojave Water Agency               | \$10,300                    | \$10,300        | \$10,300          | \$10,300        |
| San Diego County Water Authority  | \$6,000                     | \$6,000         | \$7,000           | \$7,000         |
| City of San Diego                 | \$2,600                     | \$2,600         | \$2,600           | \$2,600         |
| Sonoma Water                      | \$5,000                     | \$5,000         | \$5,000           | \$5,000         |
| Greater Los Angeles County IRWM   | \$10,300                    | \$10,300        | \$10,300          | \$10,300        |
| Santa Clara Valley Water District | \$10,300                    | \$10,300        | \$10,300          | \$10,300        |
| Yuba County IRWM                  | \$10,300                    | \$10,300        | \$10,300          | \$10,300        |
| Upper Kings Basin IRWM            | \$5,100                     | \$5,100         | \$5,100           | \$5,100         |
| Westside Sacramento IRWM          | \$1,500                     | \$1,500         | \$1,500           | \$1,500         |
| SAWPA                             | \$5,000                     | \$5,000         | \$5,000           | \$5,000         |
| Santa Barbara County IRWM Region  | \$3,000                     | \$3,000         | \$3,000           | \$3,000         |
| Burdick & Company                 | \$1,000                     | \$1,000         | -                 | -               |
| Santa Cruz IRWM Region            | \$2,500                     | \$2,500         | \$2,500           | \$2,500         |
| <b>Total</b>                      | <b>\$72,900</b>             | <b>\$72,900</b> | <b>\$72,900</b>   | <b>\$72,900</b> |



# Network Coordinator

- The phase 1 and 2 cost share agreements allow SAWPA to pull Roundtable funding and enter various task orders with consultants referred to as the “network coordinator”.
  - JM Consultants (2018 to 2022)
  - WSC, Inc. (2022-present)
- The Phase 2 Agreement pooled **\$72,900** from the parties to fund WSC Inc. for FYE 2023.
  - SAWPA used April 2022 RFP to bring on WSC Inc. as the network coordinator.
  - In RFP, it stated “qualified professionals to serve a one-year term, **for two possible years total**” (page 3).
  - FYE 2024 would be WSC Inc’s year two.

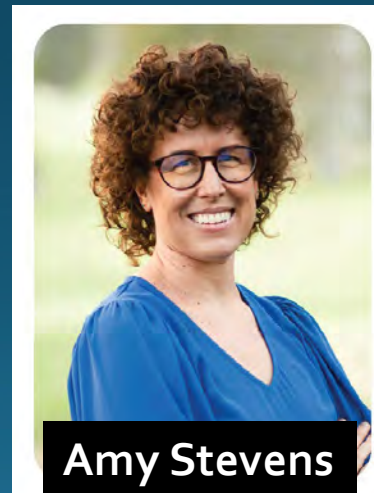
# Consultant Scope of Work (Partial List)

- Administration Tasks –
  - Ensure accurate and up-to-date contact list.
  - Support the development of agendas and distribute through the membership list.
  - Coordinate with the members of the steering committee and co-chairs.
  - Prepare and distribute occasional web-based surveys to Roundtable members.
- Programmatic Tasks –
  - Work with Steering Committee, or Ad Hoc workgroups, to schedule and develop materials for a conference as needed.
  - Coordinate and draft IRWM transition plan to assist IRWM regions with expanding their networks to climate, watershed, and fire resilience.
  - Coordinate the preparation and distribution of brief white papers as needed.

# WSC Inc. Experience

| Example Projects                                       | Client  |
|--|---|
| Adaptive Integrated Water Resource Management Plan     | Northern Cities Management Area Technical Group |
| Replenish Big Bear OWOW Grant Application              | Big Bear Area Regional Wastewater Agency        |
| Drought Task Force Facilitation                        | Western Municipal WD                            |
| 2020 Integrated Regional & Urban Water Management Plan | San Bernardino Valley MWD                       |

**Key Team  
Member:**

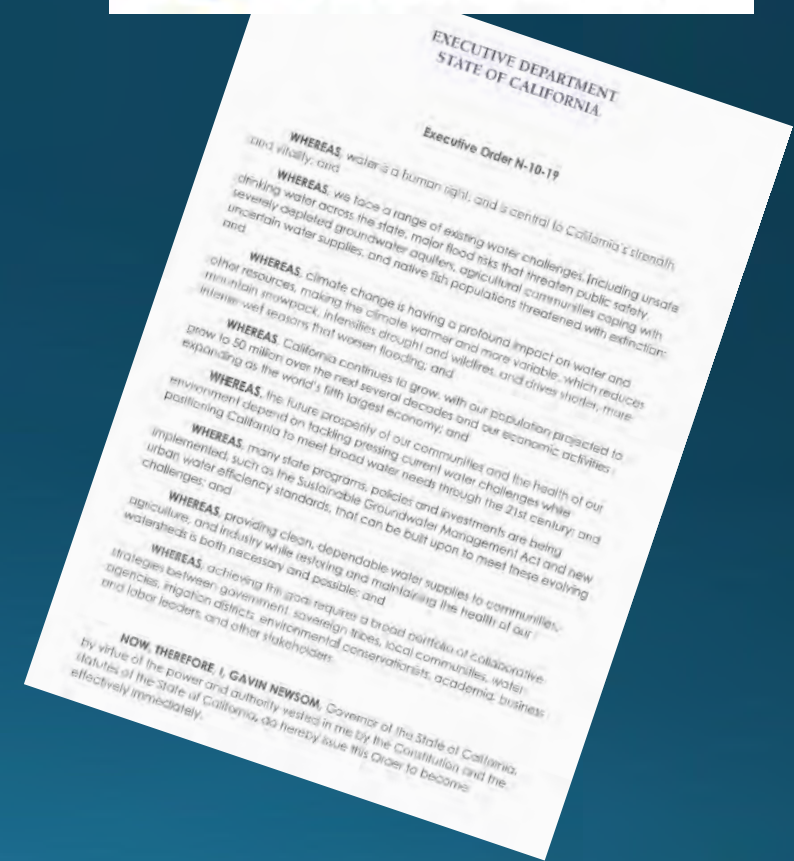


**Amy Stevens**



# How SAWPA benefits

- Roundtable is a trusted partner to DWR & Association of California Water Agencies (ACWA)
  - Instrumental in changes to the IRWM Program that benefit the watershed.
  - Roundtable engaged with DWR, the State's Water Resilience Portfolio team, and the Office of Planning and Research (OPR).
- Supporting the Network Coordinator is a statewide role for SAWPA.
- Roundtable partners thankful for SAWPA stepping up as contract lead.



# Recommendation

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

1. Phase 3 California Integrated Regional Water Management (IRWM) Roundtable of Regions Network Coordinator Cost Sharing Agreement thereby committing \$5,000 per year from the OWOW Fund (373 PA 18) to a consultant for Fiscal Year Ending (FYE) 2024, and
2. Task Order WSC373-02 with Water Systems Consulting Inc. for \$72,900 for the Roundtable of Regions Network Coordinator consulting role for FYE 2024.

Jeff Mosher  
General Manager  
Santa Ana Watershed Project Authority  
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Riverside, CA 92503

Rick L. Callender, Esq.  
Chief Executive Officer  
Santa Clara Valley Water District  
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San Jose, CA 95118

Surraya Rashid  
Deputy Director  
City of San Diego  
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Grant Davis  
General Manager  
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Lee Alexanderson  
Senior Civil Engineer  
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Kurtis Crawford  
Finance Manager  
Yuba Water Agency  
(On behalf of Yuba County IRWM)  
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Matthew Young  
Water Agency Manager  
Santa Barbara County IRWM Region  
130 E. Victoria St. #200  
Santa Barbara, CA 93101

Tim Carson  
Program Director  
Regional Water Management Foundation  
Community Foundation Santa Cruz County  
7807 Soquel Drive  
Aptos, CA 95003

## **CALIFORNIA IRWM ROUNDTABLE OF REGIONS NETWORK COORDINATOR PHASE 3 COST SHARING AGREEMENT**

This Phase 3 Cost Sharing Letter Agreement ("Phase 3 Agreement") sets forth the understanding between the undersigned parties for engaging a consultant to serve as Network Coordinator for the California IRWM Roundtable of Regions ("Roundtable") from July 1, 2023 to June 30, 2025.

All subsequent periods of time will be funded through new agreements or the amending of this Phase 3 Agreement. The initial agreement covered the period of April 1, 2019 to June 30, 2021. And Phase 2 of the agreement (“Phase 2 Agreement”) covered the period of July 1, 2021 to June 30, 2023. Under both the initial agreement and Phase 2 Agreement, the signatories utilized their joint funding to contract with a third-party consultant who served as the Roundtable’s Network Coordinator.

Under the authority of the Santa Ana Watershed Project Authority (“SAWPA”) Commission for the first year of the Phase 3 Agreement, a consultant will continue to be hired to perform as Network Coordinator for the Roundtable. An updated request for proposals (RFP) or sole sourcing will be issued by SAWPA.

Under the authority of another Party to this Phase 3 Agreement who agrees to serve as the new contracting entity “New Contracting Entity” for the second year of this Phase 3 Agreement, a consultant will continue to be hired to perform services as the Network Coordinator for the Roundtable. An updated request for proposals (RFP) or sole sourcing will be issued by the New Contracting Entity. The consultant selected by SAWPA and the New Contracting Entity could be different persons or entities.

The Scope of Services which is the subject of this Phase 3 Agreement, is included as Exhibit "A" to this Phase 3 Agreement. The proposed contributions by the signatories to this Phase 3 Agreement is included as Exhibit “B”.

The undersigned parties (collectively referred to as “Parties” and individually as “Party”) hereby agree to share the cost of the support services pursuant to the provisions set forth below.

## **1. BACKGROUND:**

The Roundtable, a voluntary network of IRWM practitioners, has existed since 2006 informally and effectively coordinated by two agency representatives within the network. The Roundtable exists to build and leverage trusted relationships among organizations engaged in the IRWM Program to extend our limited resources and amplify on-the-ground results. As a network, the Roundtable is many different organizations working in concert as equal partners pursuing over time the common goal of more successful implementation of the IRWM Program in California.

The complexity of the work underway within the Roundtable continues to require a dedicated professional who can coordinate the activity of the network. The work of the Roundtable will remain primarily the responsibility of the membership, and the Network Coordinator will assume the responsibility for coordinating internal and external communication, internal planning, and events convened or co-convened by the Roundtable.

The work of the Roundtable can be summarized into two primary efforts, 1) promoting the philosophy of integrated regional water management, and 2) equipping those engaged in the work with the tools and partnerships necessary for success.

## **2. SCOPE OF SERVICES OF THE NETWORK COORDINATOR:**

A management team from within Roundtable, made up of two volunteer members and a staff member from SAWPA or the New Contracting Entity, will oversee the activity of the Network Coordinator, who is responsible for facilitating the ongoing work of the Roundtable. The selected professional will have coordination responsibilities within two areas. Below is a brief explanation of each, with more information available in Exhibit A.

Area 1 - Roundtable Administration includes maintaining an up-to-date membership and contact list that can be referenced by members and used as a distribution list for Roundtable communications. It also includes supporting regular conference calls between Roundtable members by scheduling, announcing the calls, as well as ensuring notes are taken and distributed.

Area 2 – Special Projects includes coordinating with the Department of Water Resources and other organizations on grant funding and policy documents, helping develop Roundtable summits, and organizing the execution of surveys and related reports.

### 3. COST-SHARING

(a) Cost of Services

SAWPA (for Year 1) and the New Contracting Entity (for Year 2) will enter into annual contracts with the selected consultant(s) for performance of the Scope of Services. The contract with SAWPA (“Year 1 Contract”) will begin on July 1, 2023 and end on June 30, 2024. The contract with the New Contracting Entity (“Year 2 Contract”) will begin on July 1, 2024 and end on June 30, 2025. The Year 1 Contract and Year 2 Contract may be referred to herein as the Contracts.

(b) Cost Sharing Between the Undersigned Parties

Under this Phase 3 Agreement, the Parties, who are not managing the Contract for a fiscal year, shall each be responsible for upfront payment for the funding commitment for that fiscal year as shown in Exhibit B. SAWPA for Year 1 Contract and the New Contract Entity for Year 2 Contract will invoice each of the Parties in two invoices as follows: 1) SAWPA to invoice for FYE 2024 and 2) the New Contracting Entity to invoice for FYE 2025. The following payment conditions shall apply:

- (i) Parties will pay their funding share within 30 calendar days upon date of invoice.
- (ii) SAWPA (in Year 1) and the New Contracting Entity (in Year 2) shall be responsible for payments to the consultant(s) for amounts due and owing under the Contracts.

(c) Total cost of the Consultant

SAWPA and the New Contracting Entity will not execute a contract in-excess of the proposed contributions provided by the signatories of this Phase 3 Agreement or

\$75,000 per fiscal year, whichever is less. SAWPA and the New Contracting Entity will monitor the consultant’s budget on a monthly basis and if there are or will be insufficient funds to cover the consultant’s projected costs, SAWPA and the New Contracting Entity will direct the consultant to cease performing services under the Contracts and will refer to the Roundtable for feedback.

(d) Additional Funding Available in Excess of Proposed Contributions

If the sum of Party funding commitments is in excess of the amount of either of the Contracts, a fund contingency will be established for any other additional consultant services agreed to by Roundtable. If the fund contingency escalates to more than 25% of amount of the either of the Contracts, the Parties can choose to have their proportionate share offset during the next invoicing period, if any, or receive a refund at the end of the Contracts.

(e) Administrative Costs under this Phase 3 Agreement

During this Phase 3 Agreement, SAWPA’s contribution (in Year 1) and the New Contracting Entity’s contribution (in Year 2) will include the administrative costs associated with the management of the consultant(s) and this fund including all financial and administrative costs of budgeting, invoicing, and consultant payment. No contributed funds by other Parties will be used to pay for SAWPA or the New Contracting Entity’s administrative costs.

**4. EFFECTIVE DATE AND TIME**

This Phase 3 Agreement shall be effective once executed by Parties whose commitments total at least \$60,000. The Phase 3 Agreement will expire on June 30, 2025.

**5. GENERAL PROVISIONS**

(a) Amendment

This Phase 3 Agreement can be amended only in writing mutually agreed to and signed by all Parties signatory to this Phase 3 Agreement. During the term of the Phase 3 Agreement, additional signatories joining the Phase 3 Agreement is not an amendment of the Phase 3 Agreement.

(b) Indemnification

- a. Parties to the agreement – Each Party (each an “Indemnifying Party”) hereby agrees to defend, indemnify, and hold free and harmless the other Parties from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected that Indemnifying Party’s activities or omissions under this Phase 3 Agreement.
- b. Indemnification Obligation for the Selected Consultant – SAWPA and the New Contracting Entity shall include an indemnity provision in the consultant agreement with language the same or substantially similar to the following: “Consultant agrees to accept all responsibility for loss or damage to any person or entity, including the Parties to the Phase 3 Agreement, and to

indemnify, hold harmless, and release all Parties to the Phase 3 Agreement, and their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the Phase 3 Agreement Parties based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Paragraph apply whether or not there is concurrent or contributory negligence on the part of the Phase 3 Agreement Parties, but, to the extent required by law, excluding liability due to conduct of the Phase 3 Agreement Parties. The Phase 3 Agreement Parties shall have the right to select their legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement."

(c) Notices

Correspondence to be given to any Party may be sent by first-class mail, addressed and delivered as set forth below in the signature blocks for each Party, or by email. Email communication will be considered to be written communication for all purposes of this Phase 3 Agreement.

(d) Counterparts

This Phase 3 Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Two (2) duplicate originals of this Phase 3 Agreement shall be executed each of which shall be deemed to be an original.

(e) Representation of Authority

Each Party represents to the other that it has the authority to enter into this Phase 3 Agreement and that the individual signing this Phase 3 Agreement on behalf of the Party has the authority to execute this Phase 3 Agreement and to bind the Party to the terms and conditions of this Phase 3 Agreement

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE PROVISIONS OF THIS PHASE 3 AGREEMENT

**SANTA ANA WATERSHED PROJECT AUTHORITY**

By: \_\_\_\_\_  
Jeffrey J. Mosher, General Manager

Dated: \_\_\_\_\_

11615 Sterling Avenue  
Riverside, CA 92503-4979



**CITY OF SAN DIEGO**

BY: \_\_\_\_\_  
Claudia Abarca , Interim Director, Purchasing & Contracting

DATED: \_\_\_\_\_

I HEREBY APPROVE the form of the foregoing Phase 3 Agreement on \_\_\_\_\_.

Mara Elliott, City Attorney

202 C St.  
San Diego, CA 92101

By: \_\_\_\_\_  
Deputy City Attorney

**GREATER LOS ANGELES COUNTY IRWM**

BY: \_\_\_\_\_  
Mark Pestrella, Director of Los Angeles County Public Works

DATED: \_\_\_\_\_

900 South Fremont Ave.  
Alhambra, CA 91803

LEGAL COUNSEL:

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATED: \_\_\_\_\_

900 South Fremont Ave.  
Alhambra, CA 91803

**MOJAVE WATER AGENCY**

BY: \_\_\_\_\_  
Allison Febbo, General Manager

DATED: \_\_\_\_\_

13846 Conference Center Drive  
Apple Valley, CA 92307

**SAN DIEGO COUNTY WATER AUTHORITY**

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

4677 Overland Ave.  
San Diego, CA 92123

Approved as to form:

By: \_\_\_\_\_

Michael J. McDonnell, Assistant General Counsel

**SANTA BARBARA COUNTY IRMW REGION**

BY: \_\_\_\_\_  
Matthew Young, Water Agency Manager

DATED: \_\_\_\_\_

130 E. Victoria ST. #200  
Santa Barbara, CA 93101

**SANTA CLARA VALLEY WATER DISTRICT**

BY: \_\_\_\_\_  
Rick L. Callender, Esq., Chief Executive Officer

DATED: \_\_\_\_\_

5750 Almaden Expy  
San Jose, CA 95118

**SONOMA COUNTY WATER AGENCY**

Reviewed as to funds:

By: \_\_\_\_\_

Sonoma County Water Agency  
Division Manager - Administrative Services

Approved as to form:

By: \_\_\_\_\_

Adam Brand, Deputy County Counsel

**Sonoma County Water Agency**

By: \_\_\_\_\_

Grant Davis  
General Manager

\_\_\_\_\_  
404 Aviation Boulevard  
Santa Rosa, CA 95403

**UPPER KINGS BASIN IRWM**

BY: \_\_\_\_\_  
Mary Fast, Board Chair  
Kings Basin Water Authority

DATED: \_\_\_\_\_

4886 E. Jensen Ave.  
Fresno, CA 93725



**WESTSIDE SACRAMENTO IRWM**

BY: \_\_\_\_\_  
Sabrina Colias, Senior Water Resources Specialist

DATED: \_\_\_\_\_

810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

**YUBA COUNTY IRWM/RWVG**

BY: \_\_\_\_\_  
Kurtis Crawford, Yuba Water Agency

DATED: \_\_\_\_\_

1220 F Street  
Marysville, CA 95603

**REGIONAL WATER MANAGEMENT FOUNDATION  
COMMUNITY FOUNDATION SANTA CRUZ COUNTY**

BY: \_\_\_\_\_  
Tim Carson, Program Director

DATED: \_\_\_\_\_

7807 Soquel Drive  
Aptos, CA 95003

**Exhibit A**  
**SCOPE OF WORK**

| <b>Task</b>  | <b>Objectives(s)</b>  | <b>Task Description</b>  |
|--|---|--|
| <b>AREA 1: Roundtable Administration</b>                       |   |  |
| <b>Task 1 Membership Services</b>                              |   |  |
|  | Ensure accurate and up-to-date contact list that can be used as reference by members and for distribution | Update and maintain the Roundtable membership list.<br>Maintain a web-based file sharing platform for members of the Steering Committee, or Ad Hoc Workgroups, to jointly edit files. A maximum of six meetings per year will be held of the full Roundtable of Regions, and a maximum amount of six Roundtable Steering Committee meetings will be held per year. Maintain the Roundtable’s website, provide updates in a timely manner, and monitor emails from stakeholders regarding website. Pass along questions to the correct Roundtable member. |
| <b>Task 2 Virtual Meetings/Conference Calls/Summit Hosting</b> |   |  |
|  | Keep the IRWM community engaged and informed  | Schedule conference calls and virtual meetings of the Steering Committee and full membership – set up and monitor Doodle Polls. Manage the web hosting and/or conference call platform as needed.  |
|  | Give IRWM representatives information and questions to take back to their Regional Water Management Group | Support the development of agendas, although the Co-Chairs and Steering Committee will take the lead in this responsibility.<br>Distribute agendas through the membership list.  |
|  | Collaboration and joint problem-solving   | Send out meeting invites and ‘hold the dates’.<br>Ensure meetings are recorded and post them to the website.<br>Prepare and distribute occasional web-based surveys to Roundtable members.*  |
|  | Summit Administration (For FYE 2024)  | Work with Steering Committee, or Ad Hoc workgroups, to schedule one summits as needed. Determine potential co-sponsors.<br>Collect RSVPs and respond to registration-related questions.<br>Distribute invite with summit agenda.   |
| <b>AREA 2: Special Projects</b>                                |   |  |
| <b>Task 3 External Engagement</b>                              |   |  |

**Network Coordinator for the California IRWM Roundtable of Regions**

|  |  |  |
|--|--|--|
|  | Coordinate with DWR on the IRWM grant program  | Collect and compile comments and prepare letters/input documents.  |
|  | Coordinate with DWR regarding IRWM policy (Strategic Plan, California Water Plan, California Water Resilience Portfolio, etc.) | Prepare letters and disseminate information, when requested.*  |
|  | Coordinate with other organizations regarding climate and water resilience   | Work with Co-Chairs and Steering Committee to coordinate engagement with external organizations/strategic partners including disseminating information to groups or agencies such as Water Bond Coalition, ACWA, CASQA, GRA, OPR, Water Foundation, Floodplain Management Association, Water Bond Coalition, Strategic Growth Council etc. Periodically participate in meetings with these groups, or support Steering Committee member participation, if needed.  |
|  | Promote IRWM principles and funding  | Provide information to other groups and participate in other groups' meetings, as requested or useful<br>Co-sponsor Maven's Notebook webinars or similar events to promote IRWM.*<br>Participate in crafting communications and legislation and bond measures.   |
|  | Position papers  | Coordinate the preparation and distribution of brief white papers as needed. Possible topics include:<br>a) Climate resilience, b) environmental justice, c) outcomes of the disadvantaged community and tribal involvement program, and, d) the connectivity between IRWM and the groundwater sustainability plan program. Note that the Coordinator will not do the actual advocacy to State leaders.<br><br>Development of one-to-two-page report (using a fact sheet style) on activities that the Roundtable has accomplished each year.* |
| <b>Task 4 Funding Research and Strategic Promotion</b> |  |  |
|  | Coordinate communication of the Roundtable "Story of IRWM" to build support  | Coordinate RoR feedback/edits to develop talking points for Roundtable members.<br>Coordinate RoR feedback/edits to develop testimonials and one-page success stories, "Impact of IRWM" in very short but carefully worded prose or bullets, 3x5 Elevator Speeches, handouts, graphic representations of successes/processes, IRWM Fact Sheets.<br><br>Coordinate feedback on long-term strategies such as the IRWM Program's relation to emerging discussions on climate resilience collaboratives as described in                            |

Network Coordinator for the California IRWM Roundtable of Regions

|  |  |  |
|--|--|--|
|  |  | <p>legislation such as AB 1640 (Ward, D) and SB 852 (Dodd, D).</p> <p>Advise on talking points to the California Legislature, Department of Water Resources, Office of Planning and Research, etc.</p> <p>Assist with the achieving annual Roundtable priorities, which may included understanding grant opportunities.</p> <p>Research foundation grants that can fund regional and state-wide planning efforts that do not necessarily include an implementation component.</p>  |
| <b>Task 5 Summit Leadership (will occur in FYE 2024)</b> |  |  |
|  | <p>Opportunities for information sharing and providing information with knowledgeable speakers and panelists.</p> <p>Opportunities for ‘in person’ networking</p> <p>Develop and support relationship-building and deeper engagement and commitment</p> <p>Enable integration of new representatives</p> <p>Foster and encourage innovative ideas and approaches</p> | <p>Identify ad hoc subcommittee (3 – 5 people) to serve as Summit Planning Team and coordinate summit implementation with them.</p> <p>Help develop focus of summit (via email and virtual or phone conversations with subcommittee).</p> <p>Support development of list of invitees (e.g., State agency staff, other organizations).</p> <p>Work with planning team to develop agenda.</p> <p>Delegate logistics (including administrative duties described in “Area 1” of this scope of work).</p> <p>Attend summit.</p> |

\*Task items with an “\*” represent that they may not occur unless there is sufficient funding during the course of the task order (contract) period.

**Cost-Sharing Letter Agreement – Extension  
Network Coordinator for the California IRWM Roundtable of Regions**

**Exhibit B**

| <b>Roundtable Participant</b>     | <b>FYE 2024</b> | <b>FYE 2025</b> | <b>Totals</b>    |
|-----------------------------------|-----------------|-----------------|------------------|
| City of San Diego                 | \$2,600         | \$2,600         | \$5,200          |
| Greater Los Angeles County IRWM   | \$10,300        | \$10,300        | \$20,600         |
| Mojave Water Agency               | \$10,300        | \$10,300        | \$20,600         |
| San Diego County Water Authority  | \$7,000         | \$7,000         | \$14,000         |
| Santa Barbara County IRWM Region  | \$3,000         | \$3,000         | \$6,000          |
| Santa Clara Valley Water District | \$10,300        | \$10,300        | \$20,600         |
| Santa Cruz IRWM Region            | \$2,500         | \$2,500         | \$5,000          |
| SAWPA                             | \$5,000         | \$5,000         | \$10,000         |
| Sonoma Water                      | \$5,000         | \$5,000         | \$10,000         |
| Upper Kings Basin IRWM            | \$5,100         | \$5,100         | \$10,200         |
| Westside Sacramento IRWM          | \$1,500         | \$1,500         | \$3,000          |
| Yuba County IRWM                  | \$10,300        | \$10,300        | \$20,600         |
| <b>Total Pledged</b>              | <b>\$72,900</b> | <b>\$72,900</b> | <b>\$145,800</b> |

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**SANTA ANA WATERSHED PROJECT AUTHORITY  
TASK ORDER NO. WSC373-02**

**CONSULTANT:** Water Systems Consulting, Inc.  
805 Aerovista Place, Suite 201  
San Luis Obispo, CA 93401

**VENDOR NO.:** 2219

**COST:** \$72,900.00

**PAYMENT:** Upon Receipt of Proper Invoice

**REQUESTED BY:** Ian Achimore, Senior Watershed Manager

June 20, 2023

**FINANCE:** \_\_\_\_\_  
Karen Williams, Deputy GM/CFO Date

**FINANCING SOURCE:** Acct. Coding 373PA18-60121-01  
Acct. Description OWOW Consulting

**COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER:** YES (X) NO ( )  
Authorization: June 20, 2023; CM#2023.38

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and Water Systems Consulting, Inc. (Consultant) pursuant to the California IRWM Roundtable of Regions Network Coordinator Phase 3 Cost Sharing Agreement from July 1, 2023 to June 30, 2025.

**I. PROJECT NAME OR DESCRIPTION**

FYE 2024 Roundtable of Regions Network Coordinator

**II. SCOPE OF WORK / TASKS TO BE PERFORMED**

Consultant shall provide all labor, materials, and equipment for the FYE 2024 Roundtable of Regions Network Coordinator as described in the attached scope of work.

**III. PERFORMANCE TIME FRAME**

Consultant shall begin work July 1, 2023, and shall complete performance of such services by **June 30, 2024.**

**IV. SAWPA LIAISON**

Ian Achimore shall serve as liaison between SAWPA and Consultant.

**V. COMPENSATION**

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$72,900.00**. 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.



## SCOPE OF WORK

| Task   | Objectives(s)   | Task Description   |
|--|---|--|
| <b>AREA 1: Roundtable Administration</b>                       |   |  |
| <b>Task 1 Membership Services</b>                              |   |  |
|  | Ensure accurate and up-to-date contact list that can be used as reference by members and for distribution | Update and maintain the Roundtable membership list.<br>Maintain a web-based file sharing platform for members of the Steering Committee, or Ad Hoc Workgroups, to jointly edit files. A maximum of six meetings per year will be held of the full Roundtable of Regions, and a maximum amount of six Roundtable Steering Committee meetings will be held per year. Maintain the Roundtable’s website, provide updates in a timely manner, and monitor emails from stakeholders regarding website. Pass along questions to the correct Roundtable member. |
| <b>Task 2 Virtual Meetings/Conference Calls/Summit Hosting</b> |   |  |
|  | Keep the IRWM community engaged and informed  | Schedule conference calls and virtual meetings of the Steering Committee and full membership – set up and monitor Doodle Polls. Manage the web hosting and/or conference call platform as needed.  |
|  | Give IRWM representatives information and questions to take back to their Regional Water Management Group | Support the development of agendas, although the Co-Chairs and Steering Committee will take the lead in this responsibility.<br>Distribute agendas through the membership list.  |
|  | Collaboration and joint problem-solving   | Send out meeting invites and ‘hold the dates’.<br>Ensure meetings are recorded and post them to the website.<br>Prepare and distribute occasional web-based surveys to Roundtable members.*  |
|  | Summit Administration (For FYE 2024)  | Work with Steering Committee, or Ad Hoc workgroups, to schedule one summits as needed. Determine potential co-sponsors.<br>Collect RSVPs and respond to registration-related questions.<br>Distribute invite with summit agenda.   |
| <b>AREA 2: Special Projects</b>                                |   |  |
| <b>Task 3 External Engagement</b>                              |   |  |
|  | Coordinate with DWR on the IRWM grant program   | Collect and compile comments and prepare letters/input documents.  |

**Network Coordinator for the California IRWM Roundtable of Regions**

|  |  |   |
|--|--|---|
|  | Coordinate with DWR regarding IRWM policy (Strategic Plan, California Water Plan, California Water Resilience Portfolio, etc.) | Prepare letters and disseminate information, when requested.*   |
|  | Coordinate with other organizations regarding climate and water resilience   | Work with Co-Chairs and Steering Committee to coordinate engagement with external organizations/strategic partners including disseminating information to groups or agencies such as Water Bond Coalition, ACWA, CASQA, GRA, OPR, Water Foundation, Floodplain Management Association, Water Bond Coalition, Strategic Growth Council etc. Periodically participate in meetings with these groups, or support Steering Committee member participation, if needed.   |
|  | Promote IRWM principles and funding  | Provide information to other groups and participate in other groups' meetings, as requested or useful<br>Co-sponsor Maven's Notebook webinars or similar events to promote IRWM.*<br>Participate in crafting communications and legislation and bond measures.  |
|  | Position papers  | Coordinate the preparation and distribution of brief white papers as needed. Possible topics include:<br>a) Climate resilience, b) environmental justice, c) outcomes of the disadvantaged community and tribal involvement program, and, d) the connectivity between IRWM and the groundwater sustainability plan program. Note that the Coordinator will not do the actual advocacy to State leaders.<br><br>Development of one-to-two-page report (using a fact sheet style) on activities that the Roundtable has accomplished each year.*                                  |
| <b>Task 4 Funding Research and Strategic Promotion</b> |  |   |
|  | Coordinate communication of the Roundtable "Story of IRWM" to build support  | Coordinate RoR feedback/edits to develop talking points for Roundtable members.<br>Coordinate RoR feedback/edits to develop testimonials and one-page success stories, "Impact of IRWM" in very short but carefully worded prose or bullets, 3x5 Elevator Speeches, handouts, graphic representations of successes/processes, IRWM Fact Sheets.<br><br>Coordinate feedback on long-term strategies such as the IRWM Program's relation to emerging discussions on climate resilience collaboratives as described in legislation such as AB 1640 (Ward, D) and SB 852 (Dodd, D). |

Network Coordinator for the California IRWM Roundtable of Regions

|  |  |  |
|--|--|--|
|  |  | <p>Advise on talking points to the California Legislature, Department of Water Resources, Office of Planning and Research, etc.</p> <p>Assist with the achieving annual Roundtable priorities, which may included understanding grant opportunities.</p> <p>Research foundation grants that can fund regional and state-wide planning efforts that do not necessarily include an implementation component.</p>   |
| <b>Task 5 Summit Leadership (will occur in FYE 2024)</b> |  |  |
|  | <p>Opportunities for information sharing and providing information with knowledgeable speakers and panelists.</p> <p>Opportunities for ‘in person’ networking</p> <p>Develop and support relationship-building and deeper engagement and commitment</p> <p>Enable integration of new representatives</p> <p>Foster and encourage innovative ideas and approaches</p> | <p>Identify ad hoc subcommittee (3 – 5 people) to serve as Summit Planning Team and coordinate summit implementation with them.</p> <p>Help develop focus of summit (via email and virtual or phone conversations with subcommittee).</p> <p>Support development of list of invitees (e.g., State agency staff, other organizations).</p> <p>Work with planning team to develop agenda.</p> <p>Delegate logistics (including administrative duties described in “Area 1” of this scope of work).</p> <p>Attend summit.</p> |

\*Task items with an “\*” represent that they may not occur unless there is sufficient funding during the course of the task order (contract) period.

**List of Agencies Reimbursing SAWPA for Network Coordinator**

**June 9, 2023**

|   |
|---|
| City of San Diego   |
| Los Angeles County Flood Control District                               |
| Mojave Water Agency   |
| San Diego County Water Authority  |
| Santa Barbara County Integrated Regional Water Management (IRWM) Region |
| Santa Clara Valley Water District                                       |
| Santa Cruz IRWM Region  |
| Sonoma Water  |
| Upper Kings Basin IRWM  |
| Westside Sacramento IRWM  |
| Yuba County IRWM  |

## COMMISSION MEMORANDUM NO. 2023.39

**DATE:** June 20, 2023  
**TO:** SAWPA Commission  
**SUBJECT:** Basin Monitoring Program Task Force RFP Approval | Surface Monitoring  
**PREPARED BY:** Ian Achimore, Senior Watershed Manager

### RECOMMENDATION

Authorize the release of the Request for Proposals entitled “Santa Ana River Surface Water Quality Monitoring Services”.

### DISCUSSION

SAWPA serves as the Basin Monitoring Program Task Force administrator based on the Commission’s approval of the August 2004 task force agreement. SAWPA has issued numerous requests for proposals (RFPs) during the approximately 20-year history of the task force. SAWPA is recommending issuance of this RFP to utilize consultant services for surface water quality monitoring within several reaches of the Santa Ana River. The monitoring services will generally include the following items –

- Assisting SAWPA with executing access agreements with property owners, and/or related parties, when necessary,
- Ensuring proper workflow for field sampling, lab testing, and reporting is established in advance of monitoring,
- Identifying and contracting with a lab and other potential subcontractors,
- Developing a quality assurance project plan (QAPP) for the monitoring associated with the scope,
- Conducting quarterly monitoring at various sites along the Santa Ana River and documenting results by implementing the QAPP, and
- Uploading the data collected to a State-certified database.

This monitoring is a requirement of the Santa Ana River Watershed’s surface water and groundwater quality regulatory document, the “Santa Ana River Basin Plan”, that contains provisions for nutrients and salt management. California Water Code requires that Basin Plan implementation plans must contain a description of the monitoring (i.e. work plan). In response to the updated monitoring program revisions, the Task Force prepared a 2022 Water Quality Work Plan that was submitted to the Regional Board in March 2023. To implement the new surface water quality monitoring work plan, SAWPA and the Task Force have developed this RFP.

SAWPA staff met with the Basin Monitoring Program Task Force to discuss the scope of the RFP on June 1, 2023. SAWPA also consulted with its regulatory adviser Theresa “Tess” Dunham of KSC LLP, and met with the task force’s subcommittee focused on scoping RFPs/RFQs on June 8, 2023. The RFP reflects the edits and comments from those various parties.

**BACKGROUND**

Per the Santa Ana River Basin Plan (specifically its 2004 Plan Amendment), the Basin Monitoring Program Task Force has several major deliverables to the Santa Ana Regional Water Quality Control Board (Regional Water Board) listed in the table below. The Santa Ana River Basin Plan is the key regulatory document for groundwater and surface water quality in the Santa Ana River Watershed. There are over twenty parties (i.e. wholesale and retail water agencies) to the August 2004 Task Force Agreement to pool funding and staff resources to comply with water quality regulations so their individual water resource projects can be implemented.

**Table 1: Major Task Force Deliverables to the Regional Water Board**

| <b>Formal Deliverable Name</b>                 | <b>Description/Purpose</b>   | <b>Timeline for Completion</b>                                      |
|--|--|---|
| Ambient Water Quality Update                   | Analysis of salt* and nutrients** in Santa Ana River Watershed's 35 groundwater management zones (over 4,000 wells).                               | Every three years (going forward it will be done every five years). |
| Annual Report of Santa Ana River Water Quality | Preparation of Santa Ana River surface water quality report.   | Developed annually and submitted by August 1.                       |
| Wasteload Allocation Model                     | Development of a surface discharge allocation to confirm compliance of surface water discharges with ground water quality regulatory requirements. | Performed every ten years.  |

\*Salt is more specifically regulated as the broader pollutant category of total dissolved solids (TDS).

\*\*Nutrients are regulated as Total Inorganic Nitrogen (TIN).

This RFP falls mainly within the scope of the annual report. The data gathered from this new monitoring will be utilized in future annual reports.

**CRITICAL SUCCESS FACTORS**

- Goals, scope, costs, resources, timelines, and the contract term are approved by the Commission before executing an agreement to participate in a roundtable group.
- Report and use results of roundtable's work, leverage information and involvement for the benefit of SAWPA, its members, and other stakeholders.

**RESOURCE IMPACTS**

Sufficient funding has been budgeted by the Basin Monitoring Program Task Force for this RFP development and execution of the scope through a task order. This work is included in the Task Force's current budget.

Attachments:

1. PowerPoint Presentation
2. Request for Proposal





## Basin Monitoring Program Task Force RFP Approval | Surface Monitoring

**Ian Achimore, Senior Watershed Manager**  
**Commission I June 20, 2023**  
**Item No. 7.A**



# Major Task Force Deliverables to Santa Ana Regional Water Quality Control Board

| Deliverable                               | Description/Purpose  | Timeline for Completion   |
|---|--|---|
| <b>Ambient Water Quality Update</b>       | Analysis of salt* and nutrients** in Santa Ana River Watershed's 35 groundwater management zones.  | Performed every three years (going forward it will be done every five years). |
| <b>Annual Report of SAR Water Quality</b> | Preparation of Santa Ana River surface water quality report.   | Performed annually and submitted by August 1.                                 |
| <b>Wasteload Allocation Model</b>         | Development of a surface discharge allocation to confirm compliance of surface water discharges with ground water quality regulatory requirements. | Performed every ten years.  |

\*Salt is more specifically regulated as the broader pollutant category of total dissolved solids (TDS).

\*\*Nutrients are regulated as Total Inorganic Nitrogen (TIN).

# Task Force Members

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

- Four new agencies added in 2015 (noted with \*)
- Santa Ana Regional Board also a non-funding task force agency

# Scope of Work: Surface Water Monitoring and Reporting

- 1) Assisting SAWPA with **executing access agreements** with property owners, and/or related parties, when necessary,
- 2) Ensuring **proper workflow** for field sampling, lab testing, and reporting is established in advance of monitoring,
- 3) Identifying and **contracting with a lab** and other potential subcontractors,
- 4) **Developing a quality assurance project plan (QAPP)** for the monitoring associated with the scope,
- 5) **Conducting quarterly monitoring** at various sites along the Santa Ana River and documenting results by implementing the QAPP, and
- 6) **Uploading the data** collected to a State-certified database.

# Monitoring Services Scope and Locations

| Reach of Focus for Monitoring | Basin Plan Water Quality Objectives | Monitoring Site     | Method/Timing of Samples   |
|-------------------------------|-------------------------------------|---------------------|----------------------------|
| 5                             | TDS = 300 mg/L<br>TIN = 5 mg/L      | SAR @ E Street      | Grab samples/<br>Quarterly |
| 4                             | TDS = 550 mg/L<br>TIN = 10 mg/L     | SAR @ Riverside Ave |                            |
|                               |                                     | SAR @ Mission       |                            |



**Legend:**

● OCWD Sites

■ USGS Sites

**Santa Ana River REACH**

— 2

— 3

— 4

— 5

**Map of River Reaches**

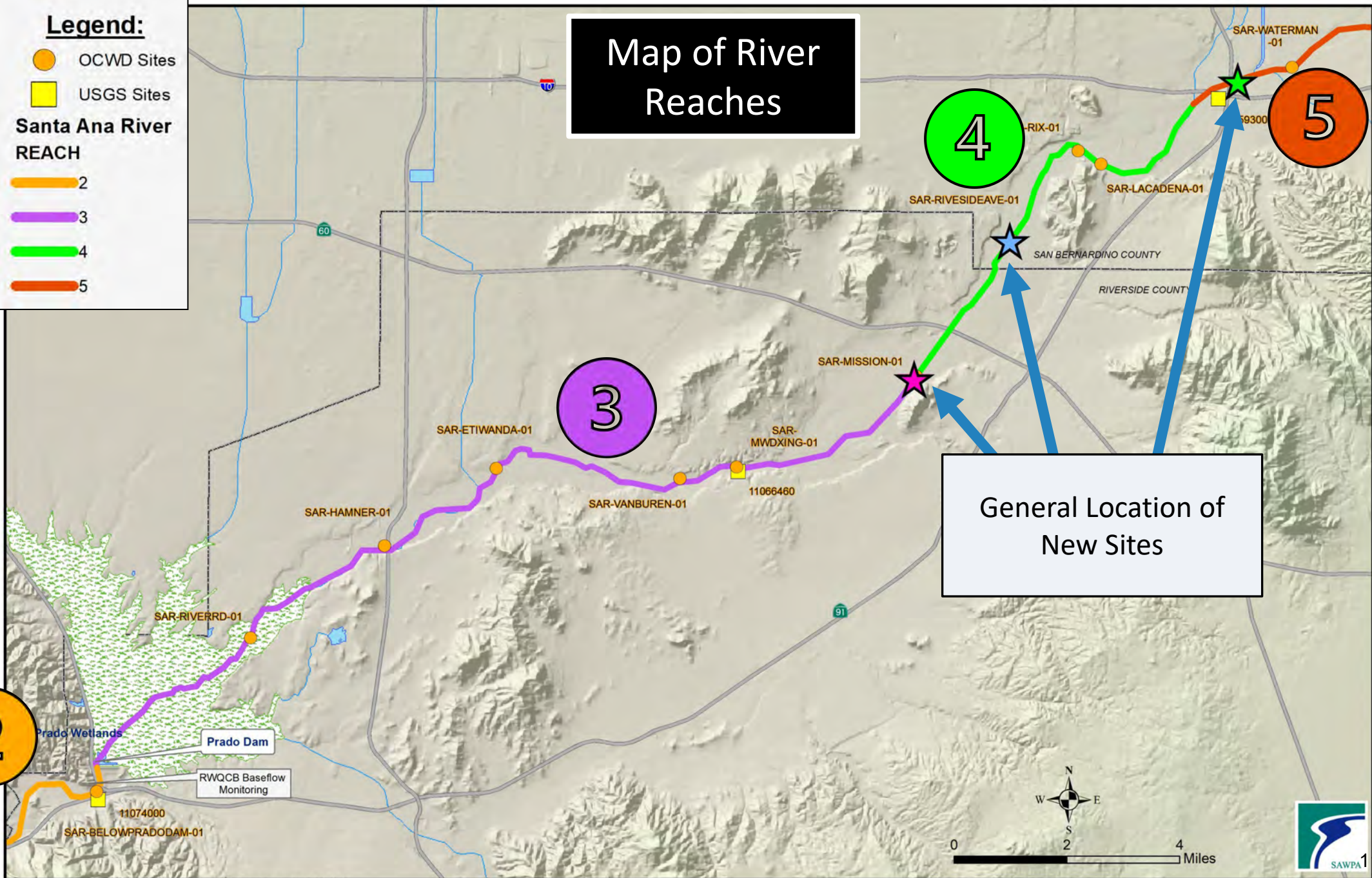
2

3

4

5

General Location of New Sites

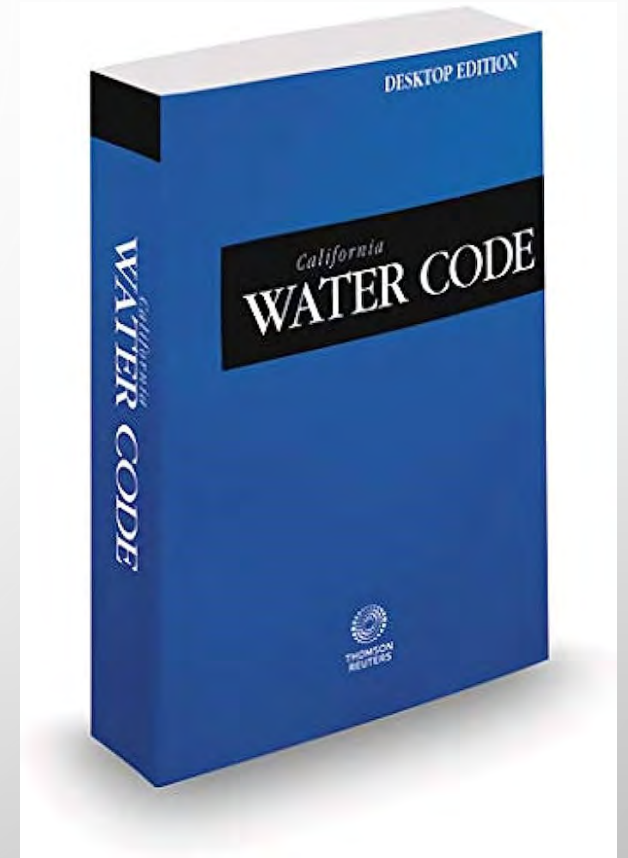


## Parameters to Sample

|                              |                     |  |
|------------------------------|---------------------|--|
| Total Dissolved Solids (TDS) | Ammonia as Nitrogen | Nitrite as Nitrogen                        |
| Electrical Conductivity      | Nitrate as Nitrogen | Total Inorganic Nitrogen (TIN), Calculated |

# Purpose of Monitoring

- The Santa Ana River Watershed’s surface water and groundwater quality regulatory document, the “Santa Ana River Basin Plan”, contains provisions for TDS and TIN management.
- California Water Code requires that Basin Plan implementation plans must contain a description of the monitoring (i.e. work plan).
- In response to the updated monitoring program revisions, the Task Force prepared a 2022 Water Quality Work Plan that was submitted it to the Regional Board.
- To implement the new surface water quality work plan, SAWPA and the Task Force are issuing this RFP.





# RFP Schedule

|   |                                   |
|---|-----------------------------------|
| RFP Published                           | June 20, 2023                     |
| Consultant Question Deadline            | July 21, 2023 at 12:00 PM PST     |
| SAWPA Responds to Final Question(s)     | July 25, 2023 at 5:00 PM PST      |
| RFP Responses Due                       | August 1, 2023 at 12:00 PM PST    |
| Possible Interviews                     | August 8 through August 11, 2023  |
| SAWPA Commission Approval of Task Order | September 5 at 9:30 AM PST        |
| Kick-Off Meeting with Consultant        | September 11 through September 15 |

## Scope of Work Schedule

Rest of CY 2023 – Prepare for monitoring and develop QAPP

CY 2024 – First Year of Actual Monitoring

CY 2025 – Second Year of Actual Monitoring

CY 2026 – Third Year of Actual Monitoring

CY 2026 – Option to Extend Consultant Contract for 4<sup>th</sup> Year

CY 2027 – Option to Extend Consultant Contract for 5<sup>th</sup> and Final Year



## Recommendation

Authorize the release of the request for proposals entitled  
“Santa Ana River Surface Water Quality Monitoring Services.”

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# REQUEST FOR PROPOSALS

## **Santa Ana River Surface Water Quality Monitoring Services**

SANTA ANA WATERSHED PROJECT AUTHORITY

JUNE 12, 2023 **DRAFT**



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## Appendixes

- A1. References
- A2. Subcontractors
- A3. Price Form
- A4. Proposers Business Information
- A5. Additions, Deletions and/or Exceptions
- 2. Standard Contract Documents – Task Order and GSA
- 3. 2022 Santa Ana River Water Quality Work Plan

## **CONSULTING SERVICES REQUEST FOR PROPOSALS (RFP)**

### **Santa Ana River Surface Water Quality Monitoring Services**

#### **PURPOSE OF REQUEST FOR PROPOSALS**

SAWPA is issuing this Request for Proposals (RFP) to utilize consultant services for water quality monitoring within several reaches of the Santa Ana River. The monitoring services will generally include the following items -

- 1) Assisting SAWPA with executing access agreements with property owners, and/or related parties, when necessary,
- 2) Ensuring proper workflow for field sampling, lab testing, and reporting is established in advance of monitoring,
- 3) Identifying and contracting with a lab and other potential subcontractors,
- 4) Developing a quality assurance project plan (QAPP) for the monitoring associated with the scope,
- 5) Conducting quarterly monitoring at various sites along the Santa Ana River and documenting results by implementing the QAPP, and
- 6) Upload data collected to the State data portal - California Environmental Data Exchange Network.

These efforts include interaction with, but not limited to, SAWPA staff, members of the Basin Monitoring Program Task Force and consultants under contract to the Basin Monitoring Program Task Force including Regulatory Strategy Consultant Theresa "Tess" Dunham of Kahn, Soares & Conway, LLP. Work will be directed by SAWPA staff.

SAWPA will select firms based on their qualified expertise to perform these services. Upon review of the proposals by SAWPA staff and the Basin Monitoring Program Task Force, a Task Order and General Services Agreement will be recommended to the SAWPA Commission with the successful consultant.

The successful consultant will be used for long-term quarterly monitoring discussed in item 5 above. The quarterly monitoring is a deliverable the Basin Monitoring Task Force is obligated to implement for the foreseeable future.

#### **HOW THE RFP RESULTS WILL BE USED**

The successful consultant will execute a Task Order, which will be issued under a SAWPA General Services Agreement (GSA). Descriptions from the Detailed Scope of Work will be included in the Task Order with the selected consultant and SAWPA. The Scope of Work Summary will also be included in the Task Order.

The selected consultant or professionals will perform the services stated herein in accordance with the highest legal, ethical, and professional standards.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should the consultant request additional contractual terms and conditions for

consideration, such requests must be clearly identified on **Appendix A5** and submitted at the time of RFP proposal submittals. No additional terms and conditions will be accepted following receipt of RFP proposal submittals, and SAWPA will consider such additional contractual terms and conditions as part of its evaluation process.

SAWPA reserves the right to withhold award of any Task Order and GSA for a period of one hundred and twenty (120) days following the RFP submittal deadline. All submittals received are considered firm for that 120-day period.

## **GENERAL CONTRACT TERMS**

- A. SAWPA may make such investigations as it deems necessary to determine the ability of the firm to provide the goods and/or service as specified, and the firm shall furnish to SAWPA, as is commercially reasonable, all such information and data for this purpose. SAWPA may discuss or negotiate with one or more consultants prior to award and reserves the right to reject any submittal.
- B. SAWPA reserves the right to reject any or all qualification submittals, either separately or as a whole and to waive any informality in a qualification submittal or to accept any qualification submittal presented which it deems best suited to the interest of SAWPA, and is not to be bound to accept the lowest price. SAWPA reserves the right to negotiate with any qualified source. SAWPA reserves the right to reject any or all proposals for any reason or for no reason at all.
- C. SAWPA reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
- D. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.
- E. The cost for developing the RFP submittal is the sole responsibility of the firm. All submittals shall become the property of SAWPA.
- F. Be advised that all information contained in qualification submittal in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. At such time as SAWPA's recommendation to the SAWPA Commission relative to proposal selection appears on the SAWPA Commission agendas, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary" in the RFP response from the proposer. All proposals submitted in response to this RFP will become the exclusive property of SAWPA.
- G. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP.
- H. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the



fulfillment of the above requirement will be SAWPA’s responsibility and its decision shall be final.

- I. SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant Task Order and GSA. Such addenda will be made available on Planet Bids. Should such addenda require additional information not previously requested, a proposer’s failure to address the requirements of such addenda might result in the proposal not being considered.

**ABOUT SAWPA AND BASIN MONITORING PROGRAM TASK FORCE**

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

SAWPA focuses on a broad range of water resource issues in its service area – the Santa Ana River Watershed. This RFP falls within the Basin Monitoring Program Task Force (Task Force), which SAWPA administers. The Task Force includes over 20 wastewater agencies and staff from the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) who have signed a [2004 agreement](#) to work together through shared funding and staff expertise. The Task Force monitors total dissolved solids (TDS) and Total Inorganic Nitrogen (TIN) concentrations periodically in groundwater basins (known as “groundwater management zones”) and annually in the Santa Ana River, prepares models that help support their watershed-wide efforts, and conducts other special studies as needed. The Task Force implements this work to ensure compliance with surface water and groundwater quality regulations related to TDS and TIN. The Santa Ana Water Board administers these regulations per National and statewide water quality plans and policies, including the California Water Code and the Clean Water Act. The Santa Ana Water Board is an active collaborative partner in the Task Force. Most of the Task Force members, shown in the table below, operate Publicly Owned Treatment Works (POTWs) which discharge treated water to surface and groundwater bodies in the Santa Ana River Watershed.

**Table 1: Task Force Water Agency Members**

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

|                                  |                               |
|----------------------------------|-------------------------------|
| Eastern Municipal Water District | Yucaipa Valley Water District |
|----------------------------------|-------------------------------|

Notes: Four new agencies added in 2015 (noted with \*) and the Santa Ana Water Board is also a non-funding Task Force member.

**Santa Ana River Basin Plan**

The Santa Ana River Watershed’s surface water and groundwater quality regulatory document, the [Santa Ana River Basin Plan](#), contains provisions for TDS and TIN management. These provisions are specifically found in the TDS/Nitrogen Management Plan, also referred to as a “salt and nutrient management plan (SNMP)” which applies to both surface and groundwater bodies. The original Basin Plan was adopted by the Santa Ana Water Board in 1975. The TDS/Nitrogen Management Plan was adopted into the Basin Plan in 2004 through an amendment.

**2004 Basin Plan Amendment**

The 2004 Basin Plan amendment required that the Task Force prepare surface water and groundwater quality monitoring programs to support the implementation of the TDS/Nitrogen Management Plan. In January 2005, the Task Force submitted the Santa Ana River Water Quality Work Plan to the Santa Ana Water Board. The primary objective of the surface water monitoring program documented in the 2005 Work Plan was to collect the data necessary to determine compliance with the Basin Plan TDS and TIN objectives for certain reaches of the Santa Ana River and thereby evaluate the effectiveness of the wasteload allocations for POTWs defined in the Basin Plan. The 2005 Work Plan was approved by the Santa Ana Water Board in Resolution R8-2005-0063.

**2021 Basin Plan Amendment & Update of Monitoring Program**

In December 2021, the Basin Plan was amended through Resolution R8-2021-0025 to update certain elements of the TDS/Nitrogen Management Plan.

Included in the updates were revisions to the Section V of the TDS/Nitrogen Management Plan that addresses Monitoring Program Requirements. In response to the updated monitoring program revisions, SAWPA and the Task Force prepared a 2022 Draft Santa Ana River Water Quality Work Plan that was submitted it to the Santa Ana Water Board by October X, 2022, and a Final Santa Ana River Water Quality Work Plan that was submitted on March 30, 2023. The Final 2022 Santa Ana River Water Quality Work Plan describes the updated surface water monitoring program to assess current compliance with the Basin Plan surface water TDS and TIN objectives for the Santa Ana River for the following reaches –

- Reach 2 (from Prado Dam downstream to the 17th Street Bridge in the City of Santa Ana),
- Reach 3 (from Mission Boulevard downstream to Prado Dam),
- Reach 4 (from the San Jacinto Fault at the Bunker Hill-B/Colton groundwater management zones boundary downstream to Mission Boulevard), and
- Reach 5 (from outlet of the Seven Oaks Dam downstream to the San Jacinto Fault at the boundary of the Bunker Hill-B and Colton groundwater management zones).

To implement the monitoring component of the new surface water quality work plan, SAWPA and the Task Force are issuing this RFP.

## **SCOPE OF WORK SUMMARY**

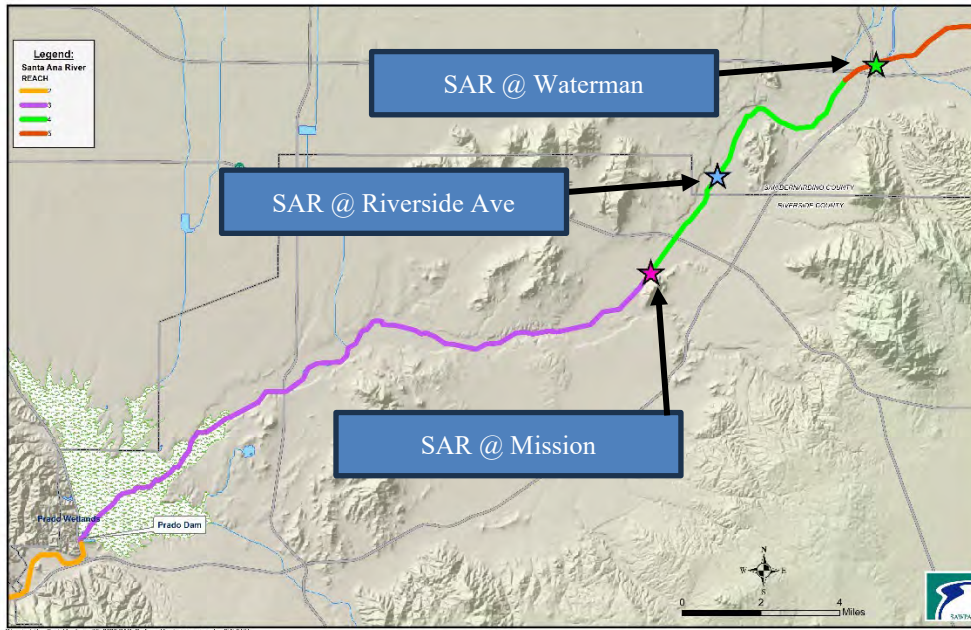
SAWPA is issuing this RFP to utilize a consultant or professional to provide services for water quality monitoring within several reaches of the Santa Ana River. The monitoring services will generally include the following items -

- 1) Assisting SAWPA with executing access agreements with property owners, and/or related parties, when necessary,
- 2) Ensuring proper workflow for field sampling, lab testing, and reporting is established in advance of monitoring,
- 3) Identifying and contracting with a lab and other potential subcontractors,
- 4) Developing a quality assurance project plan (QAPP) for the monitoring associated with the scope,
- 7) Conducting quarterly monitoring at various sites along the Santa Ana River and documenting results by implementing the QAPP, and
- 8) Upload data collected to the State data portal - California Environmental Data Exchange Network.

These efforts include interaction with, but not limited to, SAWPA staff, members of the Basin Monitoring Task Force, and consultants contracted to the Basin Monitoring Task Force including Regulatory Strategy Consultant Theresa "Tess" Dunham of Kahn, Soares & Conway, LLP. Work will be directed by SAWPA staff.

The general location of the monitoring locations are shown in Figure 1 below and described in Table 2.

**Figure 1: General Location of Monitoring Sites**



## **DETAILED SCOPE OF WORK**

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

### **Task 1 – Gaining Property Access for Monitoring**

Consultant and SAWPA may need to acquire access to parcels owned by third-parties. The consultant’s work will include meeting with third-party owners to describe water quality monitoring efforts, providing materials to educate third-party owners, visiting sites to meet with third party owners, and review of any possible third-party conditions for access. Agreements and edits shall be coordinated by SAWPA staff. Agreements will be executed between SAWPA and third-party owners as the Task Force’s water quality monitoring will proceed for the foreseeable future.

### **Task 2 – Establishing Workflow for Monitoring**

Consultant will develop all items related to the monitoring program, including establishing partnerships with laboratories (i.e. subcontractor laboratories) to ensure proper analysis of the monitoring described in Task 4. These laboratories will have the capabilities to meet the requirements of the Quality Assurance Project Plan as described in Task 3 and must be an Environmental Laboratory Accreditation Program (ELAP) certified laboratories for the constituents being analyzed. If sample couriers are to be used for sample delivery, the Consultant will coordinate courier scheduling and other related items, prior to the implementation of the monitoring described in Task 4. The workflow established shall ensure the laboratory results will be provided to SAWPA four to six weeks after the field sample is collected.

### Task 3 – Developing Quality Assurance Project Plan

Consultant will prepare a quality assurance project plan (QAPP) to define quality assurance/quality control (QA/QC) criteria and protocols. The draft of the QAPP will be due to SAWPA by close of business (COB) December 1 2023. The final QAPP reflecting comments from the Task Force and SAWPA will be due COB December 28, 2023. The QAPP should contain the following at a minimum:

- a) Triggers for resampling (to be determined by the Task Force during Consultants development of the QAPP),
- b) Objectives of the study, project, or monitoring program,
- c) Descriptions of monitoring locations,
- d) Monitoring schedule and frequency,
- e) Methods used for sample collection and handling,
- f) Field and laboratory measurement and analysis,
- g) Data management, review and validation, and recordkeeping,
- h) Quality assurance and quality control requirements,
- i) A statement certifying the adequacy of the QAPP plus name of person certifying the document, and
- j) Dates for which the QAPP is applicable.

### Task 4 – Quarterly Monitoring and Implementing QAPP

Consultant will quarterly monitor for the following parameters (shown in Table 3) at the following locations (in Table 2). The exact timeframe within each quarter will be determined by the creation of sample timing criteria that SAWPA and the Task Force during the Consultants development of the QAPP. This sample timing criteria could be related to baseflow conditions or be linked to the occurrence of storm events, or other conditions.

**Table 2: Monitoring Scope and Locations**

| Reach | Basin Plan Water Quality Objectives | Monitoring Site (Santa Ana River – SAR) | Method/Timing of Samples   |
|-------|-------------------------------------|---|----------------------------|
| 5     | TDS = 300 mg/L<br>TIN = 5 mg/L      | SAR @ Waterman*                         | Grab samples/<br>Quarterly |
| 4     | TDS = 550 mg/L<br>TIN = 10 mg/L     | SAR @ Riverside Ave                     |                            |
|       |                                     | SAR @ Mission                           |                            |

\*The Waterman Avenue crossing of the Santa Ana River is dry except during large rain events. The Consultant will ensure that the channel in that location has adequate water present before attempting a sample at the Monitoring Site. The Consultant is able to analyze [U.S. Geological Survey \(USGS\) streamgages](#) (both upstream and downstream of the site) and local precipitation data to determine if the rain event will produce enough precipitation to water the channel at the site. This analysis is important as the Consultant will not be reimbursed by SAWPA for a dry-condition sample. The two monitoring sites within Reach 4 have perennially flowing water in the low-flow channel of the Santa Ana River bottom due to upstream discharges from several POTWs.

Consultant will ensure safety of sampling personnel and field conditions for quality samples.

**Table 3: Parameters to Be Sampled**

|  |                     |  |
|--|---------------------|--|
| Total Dissolved Solids (TDS)                   | Ammonia as Nitrogen | Nitrite as Nitrogen                        |
| Electrical Conductivity (Specific Conductance) | Nitrate as Nitrogen | Total Inorganic Nitrogen (TIN), Calculated |

Consultant will utilize data collected, and implement the QAPP accordingly, including receiving data results from laboratories and verify completeness of results and conduct QA/QC checking of laboratory results. Consultant will coordinate with SAWPA on data anomalies. The laboratory results will be provided to SAWPA four to six weeks after the field sample is collected.

**Task 5: Upload Data to CEDEN**

At least annually, the Consultant will upload data to the California Environmental Data Exchange Network (CEDEN). Each time the data is uploaded, the consultant will provide proof of upload, as well as the completed data templates used to upload the data, preferably in Microsoft Excel. SAWPA shall review data templates before they are uploaded.

Consultant will also perform CEDEN database queries (and other related data queries) and provide extract tables, preferably in Microsoft Excel, upon request of the SAWPA.

**PROPOSAL REQUIREMENTS**

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

All proposals must include the following information. When responding to this RFP, please label each section using the bolded text below:

1. **Cover Letter:** Name, telephone number, and address of the proposer. Suggested length is one page.
2. **Executive Summary:** A brief summary of the firm’s origin, background, and size of the entity, an organizational chart, the overall capabilities of the organization, appropriate licenses and certifications (if applicable), and proximity of company’s resources to the City of Riverside, where Reaches 4 and 5 of the Santa Ana River are generally located.
3. **Description of the Qualifications**

- a) Qualifications and Experience (Firm and Personnel) – a description of the firm’s expertise related to services requested and a full discussion of the firm’s recent experience directly related to surface water quality monitoring related to the water industry. Include resumes of key staff to address experience and qualifications, educational background, and skills.
  - Must have at least five years of experience in surface water quality monitoring.
  - Have represented the interests and needs of California agencies and/or non-profit organizations, and direct experience working on California water resources (such as potable water supply, recycled water, wastewater, environmental services, etc.).
  - Be willing to provide a client list to demonstrate that no other clients could negatively impact SAWPA.
- b) References (Appendix A1) – list three (3) current or former government or non-profit organizations (preferred), or private clients for whom comparable services have been performed within the last five years.
- c) List of Subcontractors (Appendix A2) – a description of any subcontract arrangements that would be utilized for this discipline of work. Include a full description of the subcontractor’s experience and personnel.
- d) Fee Schedule – (Appendix A3) a schedule of hourly rates; rates for all sub-consultants and percentage markup of reimbursable expenses, if any shall be included. The rates shall be valid for the term of the contract – i.e. from calendar year 2023 through the end of calendar year 2026. Also provide an estimate for the monitoring task 4 costs for the second period (i.e. the option to extend for calendar years 2027 and 2028).

#### **4. Vendor Business Information (Appendix A4)**

#### **5. Additions, Deletions and/or Exceptions (Appendix A5)**

Compliance with SAWPA’s contractual terms and/or RFP requirements. The firm shall note any additions, deletions and/or exceptions to the contractual terms and/or SOQ requirements. If there are no exceptions taken, note in writing that there are none.

### **SUBMITTAL LOGISTICS AND QUESTIONS**

Submit proposal through the Planet Bids website: <https://home.planetbids.com/>. Hard copies will not be reviewed. Submittals will be provided as Microsoft Word documents by the Consultant.

All proposals must be received by **August 1, 2023 at 12:00 PM PST**. Proposals received after the stated time will not be considered.

If additional information is needed, use Planet Bids to pose questions to SAWPA staff. Questions may be submitted at anytime until **July 21, 2023 at 12:00 PM PST**. A response document will be posted to Planet Bids and updated in a timely manner to address all questions received before that deadline. If questions are submitted up until the July 21, 2023 deadline, SAWPA will respond by July 25, 2023 at 5:00 PM PST to any final questions received.



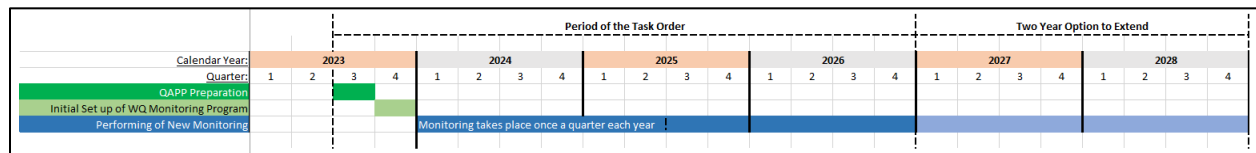
## RFP SCHEDULE

|  |                                   |
|--|-----------------------------------|
| RFP Published  | June 20, 2023                     |
| Question Deadline  | July 21, 2023 at 12:00 PM PST     |
| SAWPA Responds to Final Question(s)  | July 25, 2023 at 5:00 PM PST      |
| RFP Responses Due  | August 1, 2023 at 12:00 PM PST    |
| Possible Interviews  | August 8 through August 11, 2023  |
| SAWPA Commission Approval of Task Order and GSA with Successful Consultant | September 5 at 9:30 AM PST        |
| Kick-Off Meeting with Consultant   | September 11 through September 15 |

## SCOPE OF WORK SCHEDULE

The QAPP and set up of the monitoring will need to be completed by the end of calendar year 2023 in order to begin the surface water quality field sampling in the first quarter of 2024. The monitoring by the consultant will take place once a quarter from 2024Q1 to 2026Q6 per the schedule in Figure 1. The successful consultant will have the option to extend the monitoring through a Change Order if requested/approved by SAWPA. This possible amended Change Order would cover the period of 2027Q1 to 2028Q4.

**Figure 2: High-Level Scope of Work Schedule**



## SELECTION CRITERIA

The criteria for vendor selection shall be based on, but not limited to, the following:

1. Qualifications and Experience (Firm and Personnel) – Consultant shall have a minimum of 5 years demonstrated experience, as reflected in the Executive Summary and Description of the Qualifications sections, as well as **Appendix A1**, in surface water quality monitoring services related to the water industry and resumes of key people to address experience and qualifications, educational background, and skills.
2. References - Quality of the feedback provided by the Consultant's references provided in **Appendix A1**. SAWPA staff will contact references and share notes from conversations with the references with the review committee composed of some Task Force members.
3. Price & Payment Terms – **Appendix A3**



- a. Propose prices based on Tasks included in the scope of work. Do this for the initial period included in the Schedule (i.e. Figure 1) – calendar year 2023 through the end of calendar year 2026. Provide an estimate for the monitoring task 4 costs for the second period (i.e. the option to extend for calendar years 2027 and 2028).
4. Exceptions Taken to RFP – **Appendix A5**
  5. Quality of overall Submittal (Firm provided all information requested in the response to this RFP, and it is well-organized and clear).

## **EVALUATION AND SELECTION PROCESS**

1. Submittal Review: SAWPA and the review committee composed of some Task Force members will review and evaluate each submittal to determine if it meets the requirements for the service defined herein. Failure to meet the requirements will be cause for eliminating the applicant from further consideration.
2. Optional interviews at SAWPA's discretion with SAWPA staff and the review committee composed of some Task Force members.
3. Selection: Based on the evaluation criteria described above, consultants that perform well will be recommended to the SAWPA Commission for a Task Order and GSA.

## Appendix A1

### REFERENCES

**INSTRUCTIONS:** Proposer shall provide a **minimum of three (3)** Customer References.

#### REFERENCE #1

|                          |        |
|--------------------------|--------|
| NAME OF ENTITY           |        |
| ADDRESS                  |        |
| CITY, STATE,<br>ZIP CODE |        |
| CONTACT NAME             |        |
| TELEPHONE #              | (    ) |
| E-MAIL ADDRESS           |        |
| PROJECT NAME             |        |
| COMPLETION DATE          |        |
| APPROX. COST             |        |

#### REFERENCE #2

|                          |        |
|--------------------------|--------|
| NAME OF ENTITY           |        |
| ADDRESS                  |        |
| CITY, STATE,<br>ZIP CODE |        |
| CONTACT NAME             |        |
| TELEPHONE #              | (    ) |
| E-MAIL ADDRESS           |        |
| PROJECT NAME             |        |
| COMPLETION DATE          |        |
| APPROX. COST             |        |

#### REFERENCE #3

|                          |        |
|--------------------------|--------|
| NAME OF ENTITY           |        |
| ADDRESS                  |        |
| CITY, STATE,<br>ZIP CODE |        |
| CONTACT NAME             |        |
| TELEPHONE #              | (    ) |
| E-MAIL ADDRESS           |        |
| PROJECT NAME             |        |
| COMPLETION DATE          |        |
| APPROX. COST             |        |



**Appendix A3**  
**SANTA ANA WATERSHED PROJECT AUTHORITY**  
**PRICE FORM**

**INSTRUCTIONS: Add Additional Rows for Subcontractor Costs. Additional rows are required for any subcontractors used. Rows are not required for material costs but recommended. Any additional rows added should sum to the existing row (i.e. letters - A, B, C, ... M) that they correspond with. Label these additional rows with a number after the letter (example shown with A1 which corresponds with row A).**

| Row | Task | Year    | Costs | Consultant Hours | Description of Costs (Materials, Subcontractors, etc.) |
|-----|------|---------|-------|------------------|--|
| A   | 1    | CY 2023 |       |                  |  |
| A1  | 1    | CY 2023 |       |                  | Example row for subcontractor costs.                   |
| B   | 2    | CY 2023 |       |                  |  |
| C   | 3    | CY 2023 |       |                  |  |
| D   | 4    | CY 2024 |       |                  |  |
| E   | 4    | CY 2025 |       |                  |  |
| F   | 4    | CY 2026 |       |                  |  |
| G   | 4    | CY 2027 |       |                  |  |
| H   | 4    | CY 2028 |       |                  |  |
| I   | 5    | CY 2024 |       |                  |  |
| J   | 5    | CY 2025 |       |                  |  |
| K   | 5    | CY 2026 |       |                  |  |
| L   | 5    | CY 2027 |       |                  |  |

|   |   |            |  |  |  |
|---|---|------------|--|--|--|
| M | 5 | CY<br>2028 |  |  |  |
|---|---|------------|--|--|--|

Price(s) shall include **all** labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements.

**PROPOSERS:**

Your signature on this document, should you be awarded a contract as defined in this RFP, signifies that you have fully read and understood this proposal and will comply with all specifications, conditions, unit prices, terms, and delivery of the proposal unless otherwise noted in the Appendix A5 portion of the RFP response.

|                       |  |                  |  |
|-----------------------|--|------------------|--|
| Name of Firm:         |  | Title:           |  |
| Authorized Signature: |  | Date:            |  |
| Printed/Typed Name:   |  | Mailing Address: |  |
| Phone:                |  | City, State, Zip |  |
| Fax:                  |  | E-Mail Address:  |  |

## Appendix A4

### PROPOSER'S BUSINESS INFORMATION

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: \_\_\_\_\_

2. Length of time at current location: \_\_\_\_\_

3. List types and business license number(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. California State Contractor's License number: \_\_\_\_\_

5. Names and titles of all officers of the firm: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Is your firm a sole proprietorship doing business under a different name? YES or  
NO

7. If yes, please indicate sole proprietorship name and the name you are doing  
business under: \_\_\_\_\_

\_\_\_\_\_

8. Please indicate your Federal Tax Number: \_\_\_\_\_

9. Is your firm incorporated? YES  or NO

10. Name and remittance address that will appear on invoices: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

11. Physical Address: \_\_\_\_\_

\_\_\_\_\_



**Appendix 2: Standard Contract Documents**  
Task Order and General Services Agreement (GSA)

To be added for RFP Posting



## **Appendix 3: 2022 Santa Ana River Water Quality Work Plan**

To be added for RFP Posting

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## **COMMISSION MEMORANDUM NO. 2023.40**

**DATE:** June 20, 2023  
**TO:** SAWPA Commission  
**SUBJECT:** Updated Personnel Handbook  
**PREPARED BY:** Edina Goode, Administrative Services Manager

### **RECOMMENDATION**

It is recommended that the Commission approve the updated and revised Personnel Handbook (Handbook).

### **DISCUSSION**

The Handbook contains many of the basic employment policies of SAWPA. It serves as a policy statement by the agency, a reference for employees, and an orientation for new employees. The current Handbook needs revision due to changes in legal requirements and new management practices within the agency.

The Handbook was last updated and approved on May 19, 2020. The proposed updated Handbook was reviewed by CPS HR Consulting, Lagerlof LLP, ACWA JPIA, and select staff members.

The changes are summarized as follows:

- Updated sections to comply with current law and ACWA JPIA benefit plan descriptions
- Revised the Dress and Appearance Policy
- Added a 4/10 employee work schedule
- Updated practices to reflect the new human resources information system
- Added authority for the General Manager to modify vacation accrual for newly hired employees during salary negotiations
- Increased the number of paid holidays to 11 with the additional of the Dr. Martin Luther King Jr. holiday
- Changed the timing of the payout of unused Management Leave to the last paycheck of the calendar year instead of the first paycheck of the calendar year
- Added a requirement to request approval of extra cell phone charges on SAWPA cell phones
- Updated Appendix 1 – Position list and titles
- Updated Appendix 3 – Removed Medical Cap reference and increased Education Reimbursement

### **RESOURCE IMPACTS**

None.

Attachments:

1. PowerPoint Presentation
2. Personnel Handbook 2023 (redline version)
3. Personnel Handbook 2023

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# Personnel Handbook Update

June 20, 2023

Presented by: Edina Goode



# Recommendation

It is recommended that the Commission approve the updated and revised Personnel Handbook

# Personnel Handbook Update

- Current Personnel Handbook was updated and approved May 19, 2020
- Comprehensive review:
  - Lagerlof LLP
  - CPS HR Consulting
  - ACWA JPIA
  - Staff

# Personnel Handbook Update

## Summary of Changes

- As needed to comply with current laws and ACWA JPIA benefit plan descriptions
- Revised the Dress and Appearance policy
- Added a 4/10 schedule to conform to current practice
- Added authority for GM to modify vacation accrual during salary negotiations
- Added Dr. Martin Luther King, Jr. paid holiday
- Changed timing of payout of unused Management Leave to last paycheck of calendar year
- Added a requirement to request approval of extra cell phone charges



# Personnel Handbook Update

## Appendix 3 - Reimbursement Caps

| Expense Reimbursement     | Current Handbook     | Updated Handbook     | Change       |
|---------------------------|----------------------|----------------------|--------------|
| <del>Medical Cap</del>    | <del>\$1994.00</del> | <del>\$1994.00</del> | Removed line |
| Wellness Program          | \$150.00             | \$150.00             | No change    |
| Professional Memberships  | \$300.00             | \$300.00             | No change    |
| Work boots                | \$175.00             | \$175.00             | No change    |
| Educational Reimbursement | \$1,400.00           | \$5,250.00           | \$3,850.00   |

# Recommendation

It is recommended that the Commission approve the updated and revised Personnel Handbook

**SANTA ANA WATERSHED PROJECT AUTHORITY**

**PERSONNEL HANDBOOK**

Amended and Adopted on ~~May 19, 2020~~ June 20, 2023

(This Personnel  
supersedes all  
Personnel Handbooks)

Handbook  
previously adopted



Style Definition: TOC 1

Style Definition: TOC 2

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## **I. HANDBOOK OVERVIEW AND INTERPRETATION**

### **1. Welcome!**

Welcome! As an employee of the Santa Ana Watershed Project Authority (SAWPA), you are an important member of a team effort. We hope that you will find your position with SAWPA rewarding, challenging, and productive.

SAWPA was formed in 1968 to plan and build facilities to protect water quality in the Santa Ana River Watershed. The organization is a joint powers authority (JPA) composed of five major water/wastewater districts (“member agencies”) located in the Santa Ana River Watershed: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District.

The Santa Ana River is the largest stream system in southern California. The river begins high in the San Bernardino Mountains and flows over 100 miles southwesterly where it discharges to the Pacific Ocean in Huntington Beach. The Santa Ana River Watershed, which receives an average annual rainfall of about 13 inches, covers over 2,840 square miles of widely varying terrain. This area includes parts of San Bernardino, Riverside, and Orange Counties, and a small portion of Los Angeles County.

### **2. Organization**

The affairs of SAWPA are governed by a Commission, composed of representatives from each of the five member agencies. The General Manager is directly responsible to the SAWPA Commission for the administration of policies established by the governing board. To assist the General Manager, SAWPA employs a staff consisting of administrative, technical, and other personnel as required to support agency priorities and activities. All references to the General Manager shall include the General Manager’s designee(s).

### **3. Right to Revise the Personnel Handbook**

This personnel handbook contains the employment policies and practices of SAWPA in effect at the time of publication. This document defines and describes policies and procedures for employees of SAWPA. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

SAWPA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be approved by the Commission.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

Nothing in this personnel handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment or any other benefits for any employee. This Handbook is not an employment contract, and signing an

acknowledgement of receipt of this handbook is not the execution of a contract.

Your supervisor or manager will be happy to answer any questions you may have.

## II. INTRODUCTION TO EMPLOYMENT

### 1. Equal Employment Opportunity

SAWPA is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the most qualified persons in every job. SAWPA policy prohibits unlawful discrimination based on race, color, creed, gender, gender identity, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such unlawful discrimination is **prohibited**.

SAWPA is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** persons involved in SAWPA operations and prohibits unlawful discrimination by any employee of SAWPA, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, SAWPA will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact SAWPA Human Resources and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. SAWPA then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. SAWPA will attempt to identify possible accommodations, if any, that will help eliminate the limitation. SAWPA will take every opportunity to ensure that reasonable accommodations are made, without imposing undue hardship.

If you believe you have been subjected to any form of unlawful discrimination, submit a written or verbal complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the General Manager. SAWPA will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If SAWPA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense up to and including termination. Appropriate action also will be taken to deter any future discrimination. SAWPA will not retaliate against you for filing a complaint in good faith and will not knowingly permit retaliation by management employees or your coworkers.



## 2. Employment Conditions

Applicants and employees must provide the necessary documentation to prove identity and the right to work in the United States in accordance with Federal Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection and/or immediate termination. All new employees must complete the onboarding process. Employees have up to 72 hours from their first date of employment to produce acceptable I-9 documentation. Failure to do so will result in termination. Applicants shall complete and submit a separate SAWPA Employment Application for each position applied. All new employees must complete a new hire packet.

Employment of any applicant requires the approval of the General Manager, and all letters conveying an offer of employment and/or terms and conditions of SAWPA employment, shall be specifically approved and signed by the General Manager.

The SAWPA JPA authorizes the SAWPA Commission to employ staff under the following language:

*Duties of Officers and Employees. Each and all (SAWPA) officers, employees, and assistants shall serve at the pleasure of the Commission, and shall perform such duties and shall have such powers as the Commission may determine.*

## 3. At-Will Employment Status

SAWPA personnel are employed on an at-will basis. Employment may be terminated with or without cause, without a right to a review or an appeal (except as provided for in the Disciplinary Action Section on page 36), and with or without advance notice at any time by the employee or SAWPA. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of SAWPA has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the SAWPA Commission has the authority to make any such agreement, which is binding only if it is in writing.

## 4. Introductory Period

Every regular employee shall serve an introductory period of six months, exclusive of time off for leaves of absence. During this time, the employee's job-related skills, knowledge and abilities, and overall job performance shall be evaluated to help determine whether or not continued employment will be offered. Effective on the first day of the month following completion of the introductory period, and if the employee's performance has been satisfactory and their retention is approved by the General Manager, the employee shall be considered thereafter a regular employee of SAWPA. At the completion of the introductory period, the employee's supervisor may conduct a written evaluation.

During the introductory period, an employee will accrue vacation and sick leave benefits; however, vacation benefits cannot be taken until and unless the employee completes the introductory period and becomes a regular employee, and sick leave cannot be taken until after ninety (90) calendar days. The General Manager may grant exceptions to this restriction for extenuating circumstances. The General Manager may extend the introductory period up to an additional one-year upon discretion. As with full-time employees, during the introductory period, an employee may be terminated by the General Manager at any time, with or without cause, with or without notice, and without right to review.

Salaries of employees in an introductory period will not be changed. Cost of Living Adjustments (COLA) will not change the salaries of such employees unless specifically described in the employee's Offer of Employment Letter.

## **5. Job Duties**

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or SAWPA. Your cooperation and assistance in performing such additional work is expected.

SAWPA reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **6. New Positions**

The General Manager is authorized to establish new positions where required in the conduct of SAWPA's affairs, subject to the approval by the SAWPA Commission.

## **7. Recruitment and Hiring Authority**

The SAWPA Commission shall expressly authorize and participate in the recruitment and selection of the General Manager, Deputy General Manager, and Executive Counsel. Filling of all other vacant positions, up to the number of positions and cost budget approved in the annual budget, are at the discretion of the General Manager

## **8. Definitions**

### ***A. Contract Employee***

An individual who is temporarily employed by entering into a written Employment Contract for a specified period of time no more than 12 months, as approved by the General Manager is a "Contract Employee". Contract employees only are eligible for those benefits as provided for in the written Employment Contract. CalPERS participation is available if a Contract employee works 1,000 hours or more in a fiscal year. A contract employee's contract may be extended after 12 months, if there is additional work to be completed.

### ***B. Exempt Employees***

Exempt employees are defined as employees who, based on duties performed and manner of compensation, shall be exempt from the Fair Labor Standards Act (FLSA) overtime rules.

Exempt employees shall be paid an established monthly or annual salary and are expected to fulfill the duties of their positions regardless of hours worked. Exempt employees are not eligible to receive overtime compensation or compensatory time off, and are not required to adhere to strict time, recordkeeping, and attendance rules for pay purposes. The current fiscal

year positions (and their exempt/non-exempt status) are listed in [Appendix 1](#). This Appendix may be updated at least annually.

### C. Interns

Interns are defined as current students at accredited schools living within a reasonable commuting distance of SAWPA (during the time of internship) and working towards a degree that is relevant to the activities of SAWPA.

Interns are treated as part-time, temporary SAWPA employees and are subject to relevant labor laws in the State of California. Interns are budgeted positions, and are approved by the General Manager prior to hire.

Interns may work no more than 960 hours in a fiscal year (July 1 – June 30) ~~before their term of service expires~~. Interns also may not work more than ~~182~~ months before their term of service expires. These quantities may be less, if so stated in the *Offer of Employment* letter. At the discretion of the General Manager, an intern may be offered additional terms of service.

~~Because SAWPA operates on a 9/80 schedule, interns will work no more than nine (9) hours Monday through Thursday, and no more than eight (8) hours on the working Friday unless overtime is approved by the intern's supervisor in advance.~~

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The intern's work schedule must be kept current with the intern's supervisor. Typically, interns are expected to average 20 hours per week, but this may be modified to suit Agency needs and the intern's schedule/availability.

The standard rate of pay for interns will be set at the current minimum hourly wage. At least once every two years, as part of the annual budget process, the General Manager will review the rate and determine whether or not an adjustment to the standard rate is appropriate. Adjustments are based on keeping in line with intern pay schedules at member agencies or other nearby local/state government agencies; these adjustments are not merit based.

Interns are not eligible for vacation or holiday time, or any other benefits as defined in this handbook, except for sick leave.

If requested by the intern, SAWPA will work with accredited colleges/universities to provide internship credit. The intern or university faculty advisor will be responsible for providing all necessary documentation or requirements for credit to the respective SAWPA Department Manager.

Interns will work on-site at SAWPA unless provided for by agreement between the Department Manager and the Intern. ~~The Internship/Offer Letter to an individual may include other provisions not specified in this section.~~

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### D. Non-Exempt Employees

Non-exempt employees are defined by and covered by the requirements of FLSA.

The current fiscal year positions (and their exempt/non-exempt status) are listed in [Appendix 1](#). This Appendix may be updated at least annually.

### **E. ~~Other Staff Augmentation~~**

SAWPA may contract with Personnel Services Firms and/or Temporary Labor Firms to augment staffing needs. The General Manager may authorize these staffing needs within budget as authorized by the SAWPA Commission or as authorized separately by the SAWPA Commission. Appropriate measures should be taken to ensure that such personnel are governed by agreements/contracts entered into by SAWPA, and that they are not considered employees, and that they have no rights to benefits as defined in this document.

### **F. Part-time Employee**

An employee that is employed to work less than 35 hours per week in an authorized position on a year-round basis is classified as a part-time employee. Part-time employees will be eligible (on a pro-rated basis) for vacation and holiday pay after working 1,000 hours in a fiscal year; however, part-time employees are not eligible for medical, dental/vision insurance and tuition reimbursement.

CalPERS participation is available to part-time employees ~~if they are scheduled to work or they have worked 1,000 hours or more within a fiscal year, after they have worked one year or longer and at least an average of 20 hours a week, or work 1,000 hours or more within a fiscal year,~~ as provided for in the California Public Employees' Retirement law (Government Code, Section 20305).

### **G. Regular ("Full-time") Employee**

An employee that has served the required introductory period satisfactorily and is employed to work 2,080 hours a calendar year in an authorized position on a year-round basis is classified as a regular employee. Regular employees are entitled to certain benefits including vacation, sick leave, holidays, and are eligible for group insurance and participation in the CalPERS Retirement System.

## **9. Employment of Relatives**

Because of the nature of SAWPA's small organization and operations, relatives of SAWPA personnel may not be hired if such employment would pose problems with respect to conflicts of interest, supervision, safety, security, or morale. It is the policy of SAWPA to prohibit the appointment or continued employment of an individual under the direct or indirect supervision of a relative. Relatives may not work under the same immediate supervisor, nor in such close proximity that one relative checks or completes the work or financial operations performed by another. For purposes of this policy, a "relative" is defined as: spouse, registered domestic partner, child, stepchild, parent, brother or half-brother, sister or half-sister, grandparent, grandchild, and siblings or half-siblings of the employee's spouse or registered domestic partner.

If co-employees of SAWPA become relatives, the General Manager will assess the individual work situation and will make a reasonable effort to assign job duties so as to minimize the problems of conflicts of interest, supervision, safety, security, or morale. The General Manager shall attempt to match reasonably the severity of his/her actions to the individuals to the degree of risk and the significance of the potential harm involved. If potential conflicts of interest exist, SAWPA retains the right to disqualify one party to the relationship for a position privy to confidential matters who has a relative already in the Agency's employment, when such relationship could result in the compromise of

confidential information.

If co-employees marry (or enter into a relationship similar to marriage, including a registered domestic partnership), or become related by marriage, SAWPA will make reasonable efforts to assign job duties so as to minimize problems with supervision, safety, security and morale following completion of the assessment discussed above. If such efforts prove to be unsatisfactory, SAWPA reserves its right to transfer, terminate, or reassign said employee, as may be appropriate to alleviate the concern.

### III. WORK SCHEDULE; WAGES AND HOURS

#### 1. Payment of Wages

##### A. Biweekly Pay Periods

All employees of SAWPA are paid every other Friday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the last day worked before the holiday.

If you observe an error on your pay stub, please report it immediately to Finance.

Your earnings and itemized deductions are provided available in writing prior to deposit (via direct deposit) into your designated bank account(s). The General Manager must approve paychecks in advance issued for any reason on any other schedule.

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Final paychecks will be issued on or before the next normal payday.

**Compensation will be made by the use of direct deposit.** Changes to your direct deposit information must be submitted to the Finance Department using the employee self-service portal at least five (5) days before the pay date.

##### B. Timekeeping Requirements

Accurately recording time worked is the responsibility of every employee. Federal and state laws require that SAWPA keep accurate and complete records of time worked in order to calculate employee pay and benefits.

Each employee shall maintain timesheets weekly. A timesheet is the source document for recording work and other leave history for each pay period. It also documents the distribution of time to various SAWPA projects. Staff shall, under no circumstances, charge time to efforts they do not work on or are not authorized to work on.

Altering, falsifying, tampering with time records, or recording time on another employee's time sheet may result in disciplinary action, including termination of employment. Each employee's time sheet shall be accurately completed before the end of the workday each workweek, Friday, and submitted for review and verification by the employee's supervisor.

It is the responsibility of each employee to submit his/her own timesheet thereby certifying the accuracy of all time recorded, and certifying that the employee has complied with meal and rest break requirements. Department Managers will review and approve their staff's time sheets.

### **C. Alternative Workweek**

SAWPA ~~allows two fixed Alternative Workweek schedules, operates on a 9/80 Alternative Workweek schedule and a 4/10 Alternative Workweek schedule. For the 9/80 Alternative Workweek schedule, a~~ calendar showing the non-working Fridays as well as observed holidays will be updated annually and distributed. ~~For the 9/80 Alternative Workweek schedule, as described below, timesheets will account for 44 hours in weeks when the employee works on Friday and 36 hours in weeks when the employee does not work on Friday. This timesheet convention does not change the 40-hour per week work schedule, as described in this this section and in the Overtime section below. For the 4/10 Alternative Workweek schedule, as described below, timesheets will account for 40 hours each week. Because SAWPA operates on an alternative workweek schedule, as described below, timesheets will account for 44 hours in weeks when the office is open on Friday and 36 hours in weeks when the office is closed on Friday. This timesheet convention does not change the 40-hour per week work schedule, as described in this section and in the Overtime section below.~~

~~Employees who would like to switch from one alternative workweek schedule to another are required to complete the Alternative Workweek Schedule Change Form. The signed form is submitted to Payroll and, if approved, the request will be processed in the next pay period. Employees may not change their schedules until they have been notified of the effective date by Payroll.~~

#### **i) Work Schedule**

~~**4/10 Work Schedule:** The work schedule consists of four 10-hour days worked Monday through Thursday.~~

~~**9/80 Work Schedule:** The work schedule consists of a two-week work schedule of eight nine-hour days and one eight-hour day allowing for the office to be closed every other Friday.~~

The standard workweek for all Employees shall consist of ~~80 hours in a two-week period, a basic 40-hour week consisting of four 9-hour days and one 8-hour day every other week.~~ The General Manager may authorize employment on a different basis when required by the nature of the employment, or by the best interest of the Agency. ~~For employees working a 9/80 work schedule, the workweek will end, and the next workweek will begin at the mid-point of the employee's shift on Friday. For all other employees, the workweek is defined to run from Sunday through Saturday. The workweek will end and the next workweek will begin at the mid-point of the employee's shift on Friday.~~ The workday ranges from 6:00 a.m. through 6:30 p.m. with at least a 30-minute meal period. Your schedule is set by your supervisor.

#### **ii) Bereavement Leave**

If an employee takes Bereavement leave between Monday and Thursday, it will be counted as nine (9) hours each day, or eight (8) hours if taken on a working Friday. Employees working a 4/10 will need to use 1 hour of vacation if Bereavement leave is taken Monday through Thursday.

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**iii) Jury Duty**

Any full-time employee who is called to court or other qualified agency for jury duty shall be entitled to regular pay for those hours absent, supported by court-provided daily attendance slips, for a period of up to 80 hours.

If an employee is required to serve jury duty, the number of jury duty hours will conform to the work schedule for that day.

If an employee is required to serve jury duty between Monday and Thursday, it will be counted as nine (9) hours each day, or eight (8) hours if served on the working Friday.

In the event that an employee is required to serve jury duty on a non-working Friday, the employee will be given another day off, or upon approval by the General Manager, may be banked as an eight (8) hour vacation day.

**iv) Observed Holiday Time**

If an observed holiday falls on between Monday and Thursday, it will be paid at nine (9) hours. Employees working a 4/10 will need to use one hour of vacation if a holiday occurs Monday through Thursday.

9/80 Work Schedule: If an observed holiday falls on a working Friday, it will be paid at eight (8) hours.

All alternative schedules: If an observed holiday falls on a non-working Friday, the employee will be given another day off, or upon approval by the General Manager, the non-working Friday may be banked as an earned vacation day of eight (8) hours.

**v) Vacation Time**

Vacation time is calculated as follows:

4/10 Work Schedule:

- An employee will utilize 10 hours of vacation leave for each vacation day that occurs Monday through Thursday.

9/80 Work Schedule:

- If an employee takes a one-week vacation during the week of a working Friday, 44 hours of vacation will be deducted from the employee's vacation balance.
- If an employee takes a one-week vacation during the week of a non-working Friday, 36 hours of vacation will be deducted from the employee's vacation balance.
- If an employee takes one vacation day at a time, vacation days taken between Monday and Thursday will be counted as nine (9) hours each day or eight (8) hours if taken on Friday.

**D. Meal and Rest Periods**

All employees must take periodic rest break periods, not-to-exceed fifteen (15) minutes for every four (4) hours of consecutive work, to be taken in the middle of each four-hour period.



Rest periods shall be scheduled in accordance with the requirements of the department. Break periods shall be duty free, and are intended to be a break from regular work.

All employees who work more than five (5) hours in a workday are required to take at least a 30-minute meal period, and may not claim this time as paid time or overtime. When the workday is not more than six (6) hours, however, the employee and the Department Manager may mutually agree to waive this meal period. Employees will coordinate lunch break times with their Department Manager. Meal periods shall be duty free, are intended to be a break from regular work, and may be taken outside the workplace.

Employees are encouraged to take rest breaks and meal periods away from the regular work area.

Rest periods and meal periods may not be combined.

### ***E. Overtime***

The FLSA and amendments govern compensation for overtime. The FLSA classifies personnel into two classes: “exempt” and “non-exempt” employees. SAWPA personnel are divided into “exempt” and “non-exempt” categories, as listed in [Appendix 1](#).

When operating requirements or other needs cannot be accomplished during regular working hours, employees may be requested and scheduled to work overtime hours. When practicable, advance notification of such mandatory assignments will be provided. **Overtime hours that will be billed to a project or program must have the approval of the project or program manager.**

Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work without regard for department or manager.

Overtime hours worked without prior authorization from the supervisor may result in disciplinary action, up to and including termination.

By law, non-exempt staff shall be paid for mandatory training. If this results in overtime, paid overtime versus compensatory time off (CTO) will be determined by the Department Manager if CTO is requested by the employee.

Because SAWPA operates on an Alternative Workweek Schedule, employees earn overtime and CTO differently than those on a traditional work schedule. Overtime and CTO are earned as follows:

#### Time-and-one-half

- All work performed in any workday beyond this schedule established by the Alternative Workweek Schedule, up to 12 hours per day.
- For all work performed beyond 40 hours per workweek as the workweek is defined in the Alternative Workweek section above.

#### Double-time

Double time will be paid for all work performed in excess of 12 hours per day or in excess of 12 continuous hours.

Exempt employees are not eligible to receive overtime pay or CTO; however, exempt employees may be allowed administrative time off at the discretion of the General Manager.

**i) Overtime Opportunities**

When a Department Manager or Project Manager identifies a resource deficiency, they should consider the following factors in determining how to best rectify the deficiency:

- Available budget for the effort.
- Possibility for deadline and schedule changes.
- Task difficulty or specialization.
- Other departments' capacity to assist.
- Other departments' capacity to work overtime.
- Opportunity for assistance from member agencies or temporary firms.
- Total workload for the employee.
- Fair opportunity for staff from all departments, where qualified.
- Duration of the work effort and impacts to other projects.
- Cross training opportunities.

When scheduled overtime is approved, it shall be made available to any non-exempt staff capable of completing the work. Budget restrictions may require staff limit for upper level staff working on such projects. In general, the lowest reasonable cost to the agency or project should guide the decision for staffing within the above policy and guidelines.

**F. Compensatory Time Off (CTO)**

An employee may elect to accumulate compensatory time in lieu of overtime pay. Compensatory time will be at the rate of one and one-half (1.5) hours of compensatory time for every hour of overtime worked. A maximum of forty (40) hours of compensatory time may be accumulated in any fiscal year. If the accrued compensatory time is not used by the end of the fiscal year in which it is earned, it will be paid to the employee as overtime.

Any request of compensatory time will be permitted within a reasonable time of such requests, as long as it does not "unduly disrupt" normal Authority operations.

~~An employee who elects to accumulate compensatory time in lieu of overtime must sign an agreement certifying that his/her decision to accept compensatory time off is being made freely and without coercion by the Authority.~~

**2. Attendance**

An employee is obligated to report for each and every scheduled working day or shift, to report on time and to complete all scheduled hours.

- A. Being absent from or reporting to work after the scheduled beginning time requires the employee to properly notify the supervisor in advance and to utilize appropriate leaves for time not worked.
- B. Employees may make up missed time if it is within the same week, is between scheduled office hours, and approval is in writing. Otherwise a leave request for the missed hours needs to be approved.
- C. The department manager is responsible for maintaining work schedules, approving overtime, and authorizing leaves.

### **3. Pay for Mandatory Meetings/Training**

SAWPA will pay employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandated by SAWPA.
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor.
- Employees who attend meetings, lectures or training programs will be compensated at their regular rate of pay.
- Any hours in excess of the workweek schedule will be paid at the appropriate overtime rate.

## IV. SALARY AND PERFORMANCE

### 1. Salary Administration

The salary adjustment date for all positions (except the General Manager) shall be July 1st each year.

#### A. COLA

The SAWPA Commission may establish an annual Cost of Living Adjustment (COLA). The COLA change, if any, is effective only upon final approval by the Commission.

Only regular full-time and part-time employees are eligible for the COLA. Employees serving their introductory period may receive the COLA upon completion of the introductory period; however, this is at the General Manager's discretion.

#### B. Merit Pool

The SAWPA Commission may establish a merit pool or other process for merit-based salary adjustments. The merit pool, if any, is administered based on employee performance and accomplishments, including consideration for exceptional performance and accomplishments.

Only regular full-time and part-time employees are eligible for a merit increase. Employees serving their introductory period may receive a merit increase upon completion of the introductory period; however, this is at the General Manager's discretion.

#### C. Bonus

A bonus may be given based on employee performance and accomplishments, including consideration for exceptional performance and accomplishments at the discretion of the General Manager, subject to budget availability.

#### D. Acting Pay

Full-time employees assigned to work in a higher classification on a temporary basis (maximum 90 days) shall be compensated in the higher classification as determined by the General Manager. The assigned employee will assume all the duties and responsibilities of the higher classification.

If, during this temporary assignment, the employee becomes eligible for any scheduled salary increase in the employee's regular classification, such increase shall maintain the differential. At the end of the temporary assignment, the employee shall return to his regular classification and salary with any merit or salary adjustment increases as appropriate.

#### E. Salary Range Assignments

All positions within SAWPA, with the exception of the General Manager, are assigned a salary range approved annually by the SAWPA Commission.

The General Manager will ~~direct the cause to creation and update of an annually a salary range assignment table that is available to all employees on the SAWPA website and the common network drive~~ computer system.

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## ***F. Performance Evaluation***

Your supervisor will evaluate your performance at least annually. The purpose of a performance evaluation includes, but is not limited to the following:

- Assess various performance factors such as work quality, timeliness, and other factors that are applicable to the position.
- Assess specific objectives accomplished or not accomplished.
- Recognize quality of work from excellent to poor.
- Define areas needing development or improvement.
- Provide a continuing record of an employee's performance.
- Serve as a guide for promotions, transfers, disciplinary and other personnel actions.
- Check on the accuracy of job descriptions and classifications.
- Establish short and long-term performance goals and objectives.
- Determine salary adjustments within salary ranges.

A completed Performance Evaluation will be signed by both the supervisor and employee being reviewed, approved by the General Manager, and filed in the employee's personnel file. This Performance Evaluation will be used as justification for salary adjustments. For any salary adjustments, the General Manager will complete a "Payroll Change Notice" with the original forwarded to the Finance Department, a copy to the employee, and one copy maintained in the personnel file.

## ***G. Guidelines for Salary Increases Based on Performance***

Salary increases will be based on work performance in the evaluation period. Subject to the Commission's budget approval, and delegation of authority to the General Manager, the employee may receive a salary increase for merit, promotion, and/or reclassification. Salary increases are given at the General Manager's discretion, based upon the performance and contribution of the employee, but at no time shall the net sum of the increase exceed the total annual merit pool as approved by the Commission.

## ***H. Promotion***

A promotion is defined as the elevation of an employee from one classification to another classification in a higher salary range. If an employee who is promoted to a position in a classification with a salary range minimum higher than the employee's current salary, the employee's salary will be increased to at least the minimum of the new salary range. Otherwise, an employee who is promoted may, at the discretion of the General Manager, be given a salary increase.

## ***I. Classification Reduction***

A reduction shall be the reassignment of an employee from one classification to another classification in a lower salary range.

If an employee's salary is reduced, that employee shall be placed in a salary closest to their current salary in the new range. In the event the employee's current salary exceeds the

maximum salary of the new range, the General Manager may make a determination of a reduction to the employee's salary to the maximum salary of the new range.

### **J. Severance Pay**

Employees normally will be considered eligible for severance pay if they have worked full-time regularly for at least one year and are terminated (i.e., laid off) because of a temporary or permanent reduction in the work force, budget reasons, or the elimination of the job or position. Employees normally will not be considered eligible for severance pay if termination is due to:

- Resignation.
- Misconduct.
- Normal retirement, employee-initiated early retirement.
- Permanent disability or death.

When severance pay is granted, eligible employees normally will receive not more than one week's straight time pay for each year of continuous service. In order to be eligible for severance pay, employees must sign a General Release. The General Manager has the discretion to grant severance pay to employees not covered by this policy.

Part-time employees and interns are not entitled to severance pay.

## **2. Personnel Records**

You have a right to inspect your personnel file, as provided by law, in the presence of the General Manager or designee at a mutually convenient time. You may request copies of items, previously signed by you from the personnel file provided that it is done in writing and as permitted by law.

The General Manager and designated administrative staff have access to all employee personnel files. Department managers and supervisors have access only to personnel files for those employees they supervise unless there is a business-related need to review a file as approved by the General Manager.

SAWPA does not provide personnel data to others except as required by law, or as provided for in this Section. A request for personnel-related information must be in writing, and be accompanied by a signed release from the employee. The information provided may include the employee's hire date, a statement as to the current employment status, and the employee's present classification and salary. Requests for personnel-related information received over the telephone shall be limited to employment confirmation and the employee's hire date. A request for salary information for an employee must be in writing and be accompanied by a signed release from the employee.

Supervisors and managers shall refer all requests for personnel information to the General Manager.

## **3. Change of Personnel Status**

Change of name, home address, home telephone number, driving record or insurance status, marital status, or the number of dependents must be promptly reported (within ten working days) [by accessing the employee self-service portal or by submitting a request](#) in writing by the employee to the Payroll

## V. EMPLOYEE BENEFITS

### 1. Vacation

#### A. Vacation Entitlement

Every full-time employee of SAWPA shall be entitled to vacation days in accordance with the following schedule. No employee shall use any vacation days until the successful completion of the introductory period. The General Manager has discretion to advance accrued vacation.

Employees are encouraged to take a vacation each year, using all unused vacation days accrued during the last year. However, it is recognized that work schedules and personal matters do not always make this possible. Prior Management approval of the vacation period selected by an employee is required and is governed by existing or contemplated workloads. Whenever possible, employees shall notify their supervisor at least thirty (30) days in advance concerning their proposed vacation plans by submitting a Request for [Time Off in the employee self-service portal/Leave of Absence Form](#).

#### B. Vacation Accrual

[For the first five years of employment, regular employees accrue nine hours of vacation for each full month worked, or 12 nine-hour workdays per 12 full months worked. One vacation day is equivalent to nine \(9\) hours. The General Manager is authorized to modify the amount of vacation earned for a new or promoted employee up to one additional week per year, as part of any negotiation for filling the position. Any change in the rate of annual vacation accrual shall take effect on the employment date of hire or promotion, unless otherwise specified in the employment letter, and is in addition to the scheduled annual vacation accrual.](#)

[Employees with more than five \(5\) years of service accrue vacation time as described below:](#)

[For the first five years of employment, regular employees accrue a day of vacation for each full month worked, or 12 workdays per 12 full months worked. One vacation day is equivalent to nine \(9\) hours. Employees with more than five \(5\) years of service accrue vacation time as described below:](#)

| <u>Years of Service</u> | <u>Vacation Days</u> |
|-------------------------|----------------------|
| 0-5 years               | 12                   |
| 6 years                 | 13                   |
| 7 years                 | 14                   |
| 8 years                 | 15                   |
| 9 years                 | 16                   |
| 10 years                | 17                   |
| 11 years                | 18                   |
| 12 years                | 19                   |
| 13 years                | 20                   |
| 14 years                | 21                   |
| 15+ years               | 22                   |

Vacation accrual increases begin on the first day of the first pay period **after** completion of the year of service listed above. For example, an employee begins accruing 13 days per year on the first pay period after their fifth anniversary.

An employee may not accrue more than ~~36 vacation days (324 hours)~~ total. Employees are encouraged to use their vacation and they cease accruing vacation when they reach the limits above. In December of each calendar year, employees may submit one irrevocable vacation cash out request form. The cash out request is capped at 50% of the vacation accrual for the following calendar year, i.e., if the vacation accrual in the next calendar year is 150 hours, the cash out is limited to 75 hours. Requests are subject to approval by the General Manager may, at the request of the employee, payoff up to 50% of the annual accrued days of unused and accrued vacation days, if the employee makes an irrevocable election to do so on or before December 31 in the year prior to the payout once in each calendar year, pending available funds in the approved and budget availability.

Part-time employees accrue vacation on a pro-rated basis based on the actual number of hours worked.

When an approved holiday falls within a vacation period, an employee on vacation shall be entitled to the holiday pay.

### **C. Unused Accrued Vacation Leave Payout Provisions**

Eligible employees terminating employment with SAWPA shall be compensated for unused accrued vacation time. When there is a death of an employee, payment for accrued vacation time shall be made to the employee's beneficiary based upon state laws.

## **2. Holidays**

Immediately upon employment, full-time, limited-term and part-time employees are eligible for paid holidays. Holiday pay for a part-time employee is pro-rated based on a 40-hour week. The General Manager may elect to maintain a minimum staff on any holiday. When a holiday occurs on a Sunday, the following Monday will be taken as the holiday. Holidays falling on a Saturday are observed the preceding Friday. However, if the office is closed on the preceding Friday, the eight (8) hours (pro-rated for part-time employees) for the flex day will be added to the employee's accrued vacation

### **A. Floating Holiday**

Each full-time, regular employee is entitled to take one floating holiday during the calendar year. Part-time employees who work more than 960 hours per calendar year also are entitled to take a floating holiday, but the hours available will be pro-rated.

The floating holiday should be scheduled in advance with the employee's supervisor, and is to be taken within the calendar year. If the floating holiday is not taken before December 31, ~~eight~~ nine (9) hours (pro-rated for part-time employees) will be paid out to the employee on the last paycheck of the current first paycheck of the following calendar year.



The floating holiday will be treated as any other holiday that SAWPA observes with regards to the number of hours claimed.

Please refer to the [Alternative Workweek](#) section on page 8 for more information.

## **B. Holiday Schedule**

The holiday schedule is as follows:

- ~~New Year's Day~~
- ~~[Dr. Martin Luther King, Jr. Day](#)~~
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- One Floating Holiday

## **3. Employee Assistance Program**

SAWPA maintains an Employee Assistance Program (EAP) to help employees who have personal problems, including alcohol and drug abuse, which impair or have the potential to impair their work performance. This service is strictly confidential. It is the employee's responsibility, however, to seek help. ~~In the event that an employee voluntarily alerts SAWPA of a drug or alcohol abuse problem, the employee will be made aware of the EAP and will be allowed to request a medical leave of absence for treatment, if necessary.~~

~~When an employee does not voluntarily seek treatment, but is discovered by SAWPA to have a drug or alcohol abuse problem, that impairs or has the potential to impair said employee's work performance, the General Manager may, at his sole discretion and based on all the circumstances, determine to defer taking disciplinary action provided that the employee undergoes and successfully completes treatment for the drug or alcohol abuse problem, with no recurrence of violating this policy.~~

EAP assistance also is available for family emotional concerns, relationship issues, and financial and legal matters.

EAP may be contacted at (800) 999-7222, Option 2. EAP is open Monday-Friday, 7:00 a.m. to 5:30 p.m., Pacific Standard Time. Messages may be left after hours.

## **4. Other Benefits**

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## **A. Medical Benefits**

All full-time, including introductory, employees are eligible on the first of the month following completion of thirty (30) calendar days ~~two (2) consecutive full-calendar months~~ of service, for participation in the medical insurance plans of SAWPA, unless otherwise stated in the *Offer of Employment* letter. Part-time, contract employees, and interns are not eligible for medical benefits.

Currently, SAWPA sets a medical insurance cap annually to cover a portion of the medical premium. Contact Human Resources for the current year's medical insurance cap.

### **i) Medical Coverage for Retirees**

Agency paid medical coverage for employees and their spouses, at time of retirement, shall be provided for retired employees who are age 58 or over and who have a minimum of 10 years of service with SAWPA on the same basis as provided to active employees. Employee must enroll in retiree health benefits without a lapse in coverage from their active coverage. As defined in SAWPA's insurance contract, when the retired employee or their covered spouse becomes eligible for Medicare, they must sign up for Medicare Part A and B. The retired employee or covered spouse will then be changed over to the ACWA JPIA Medicare Advantage plans. The premium for Medicare Part A (up to the current cap approved by the Commission) will be paid by SAWPA for the lifetime of the retiree. In the event the retiree dies prior to his/her spouse, the surviving spouse will continue to receive medical benefits. Retired employees who are age 58 or over who have had a break in service due to resignation or disability and who were subsequently rehired shall be eligible under the same terms if the combined years of employment equal a minimum of 10 years of service. **Retiree medical coverage does not apply to new active employees hired on or after July 1, 2005.**

Retirees will be offered the once per year opportunity to change plans during Open Enrollment, typically held in October/November. Changes made will be in effect for the duration of the following calendar year. Spouses not enrolled in coverage at the time of retirement are not eligible to be added later. If the retiree decides to terminate participation in the retiree medical plans, they will not be permitted to reenroll. Agency paid medical coverage for employees and their spouses shall be provided for retired employees who are age 58 or over and who have a minimum of 10 years of service with SAWPA on the same basis as provided to active employees. This benefit also applies to employees otherwise eligible who resign their position at SAWPA or are laid off. As defined in SAWPA's insurance contract, after age 65, when the retired employee becomes eligible for Medicare, they must sign up for Medicare Part A and B. The retired employee will then be changed over to the ACWA supplemental insurance for both the retiree and spouse. That premium (up to the current cap approved by the Commission) will be paid by SAWPA for the lifetime of the retiree. In the event the retiree dies prior to his/her spouse, the surviving spouse will continue to receive medical benefits. Retired employees who are age 58 or over who have had a break in service due to resignation or disability and who were subsequently rehired shall be eligible under the same terms if the combined years of employment equal a minimum of 10 years of service. **Retiree medical coverage does not apply to new active employees hired on or after July 1, 2005.**

**ii) Medical Benefits Continuation Coverage**

Medical coverage for employees or dependents whose coverage would otherwise terminate due to qualifying events as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA) such as, but not limited to, termination, reduction of hours, or divorce, are eligible to continue their coverage for a specific period of time, as provided under COBRA, at their expense.

Upon hire, employees and dependents who are enrolled in a group plan sponsored by SAWPA are provided detailed information from the group provider regarding continuing coverage. It is the employee's responsibility to inform SAWPA, by accessing the employee self-service portal or in writing, (within ten (10) working days), of any change in the following: marital status, address, ineligible dependents or coverage under another group health plan.

**B. Dental Benefits**

~~All full-time, including introductory, employees are eligible on the first of the month following completion of thirty (30) calendar days of service for participation in the dental insurance plan of SAWPA, unless otherwise stated in the Offer of Employment letter. Employees and their dependents are not permitted to waive dental coverage.~~

~~All full-time, including introductory, employees are eligible on the first of the month following completion of two (2) consecutive full calendar months of service, for participation in the dental insurance plan of SAWPA, unless otherwise stated in the Offer of Employment letter.~~

**i) Dental Benefits Continuation Coverage**

Dental coverage for employee is the same as described above regarding medical insurance.

**C. Vision Benefits**

~~All full-time, including introductory, employees are eligible on the first of the month following completion of thirty (30) calendar days of service for participation in the vision insurance plan of SAWPA, unless otherwise stated in the Offer of Employment letter. Employees are not permitted to waive vision coverage.~~

~~All full-time, including introductory, employees are eligible on the first of the month following completion of two (2) consecutive full calendar months of service, for participation in the vision insurance plan of SAWPA, unless otherwise stated in the Offer of Employment letter.~~

**i) Vision Benefits Continuation Coverage**

Vision coverage for employees is the same as described above regarding medical insurance.

**D. Life Insurance**

~~All full-time employees are eligible, on the first of the month following completion of sixty (60) calendar days of service for participation in the life insurance and accidental death and dismemberment plan of SAWPA. Coverage includes up to two times the employee's annual salary, with a maximum coverage amount of \$250,000. Presently, SAWPA pays the premium. Employees may apply and pay for additional supplemental life insurance through payroll~~

~~deduction. It is the employee's responsibility to pay the supplemental portion of their coverage. All full-time employees are eligible, on the first of the month following completion of two (2) consecutive full calendar months of service, for participation in the life insurance and accidental death and dismemberment plan of SAWPA. Coverage includes up to two times the employee's annual salary, with a maximum coverage amount of \$250,000. Presently, SAWPA pays the premium. Employees may apply and pay for additional supplemental life insurance through payroll deduction. It is the employee's responsibility to pay the supplemental portion of their coverage.~~

Basic and supplemental life insurance may be continued during a leave of absence. SAWPA will pay the basic life insurance premium.

### ***E. Disability***

Temporary disability, for other than on-the-job injury or illness, is covered by the California Employment Development Department. As a benefit, SAWPA pays the State Disability Taxes for regular employees.

SAWPA provides 100% Agency paid, long-term disability to regular employees who are disabled for longer than 60 calendar days with a 66-2/3% of an employee's monthly salary. (See the [Your Group](#) Long-Term Disability Booklet for further information).

### ***F. Unemployment Insurance***

All employees are covered under the State Unemployment Insurance Program.

### ***G. Public Employees Retirement System***

SAWPA participates in the California Public Employees Retirement System (CalPERS). SAWPA's current PERS contract is 2% at 55, based on the highest year of compensation, for classic employees and 2% at 62 for PEPRA employees.

### ***H. Wellness Program***

In an effort to promote good health and wellness of its employees, SAWPA offers a Wellness Program to cover a portion of out-of-pocket expenses for each employee per fiscal year for activities such as gym membership, smoking cessation programs, physical therapy etc. Employees must submit receipts on a standard SAWPA Expense Form, which are subject to the approval of the General Manager. The annual cap for such reimbursement is set forth in [Appendix 3](#).

### ***I. Professional Memberships***

SAWPA may provide, at the discretion of the General Manager, payment for the cost of one membership in a recognized professional society per fiscal year per employee, as provided in [Appendix 3](#). This limitation does not apply to the General Manager or to participation or memberships in associations, groups or societies when requested by SAWPA.

SAWPA will not provide payment for the cost of memberships in political associations or groups.

### ***J. Deferred Compensation***

SAWPA provides a 457 Deferred Compensation Plan through bi-weekly deduction. This plan is to provide additional retirement income to the employee. Contributions and management of the Plan are the sole responsibility of each employee wishing to participate in this Plan.

### **K. Lactation Accommodation**

In compliance with Labor Code Section 1031, the SAWPA will provide any employee with a lactation room that is shielded from view, as well as access to a sink and refrigerator in close proximity to the employee's work area. SAWPA will provide additional break time to an employee to express milk as required by the Labor Code.

Any employee shall have the right to request lactation accommodation by submitting the request for such accommodation in writing to their supervisor or the General Manager. The request should be submitted at least thirty (30) days prior to the date when the accommodation will be required and must include an estimate of the length of time for which the accommodation is required. The request shall also include any facilities the employee will need in connection with the lactation accommodation in order to facilitate the employee's expressing and storage of milk. SAWPA will respond to any request for lactation accommodation within ten (10) days of receipt of the request, stating how it will accommodate the request. An employee has the right to file a complaint with the California Labor Commissioner if the Company violates the employee's right to such lactation accommodation.

## **VI. LEAVES OF ABSENCE**

### **1. Sick Leave**

Sick leave is defined as absence from duty caused by illness, injury, medical or dental visits, blood donations, pregnancy, or for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member. Family member is expanded to include a designated person. A designated person is any individual related by blood or whose association with the employee is the equivalent of family relationship. The designated person is to be identified at the time the employee requests leave and employees are limited to one designated person per 12-month period. It is not an earned right to take time off from work. Employees shall not assume that absenteeism is permissible merely because they have sufficient sick leave to cover all or a portion of their time off. SAWPA will determine whether or not sick leave is being abused, or if it is disruptive to the daily business activity, co-workers or department.

#### **A. Sick Leave Accrual**

Every full-time employee of SAWPA will accrue one (1) day of sick leave per month. One day is equivalent to nine (9) hours. The General Manager may advance up to three (3) days of sick leave if the employee does not have enough accrued leave to cover an absence due to illness.

An employee shall not accrue sick leave credit during any month in which the employee is absent without pay for more than six full working days. In the event an employee is required to work part-time by direction of a physician, sick leave credit shall be prorated. Sick leave will continue to accrue if an employee is absent due to an injury arising out of or in the course of employment and is receiving Workers' Compensation benefits.

Those employees and interns not eligible for sick leave under SAWPA’s plan are nonetheless entitled to sick leave under the Healthy Workplaces, Healthy Families Act of 2014. Under the Act, employees are entitled to one hour of sick leave for every 30 hours worked, up to a maximum of 48 hours. Subject to the 48-hour cap on accrual, unused sick leave may be carried over from one year to the next.

**B. Sick Leave General Provisions**

To qualify for sick leave, the employee must notify their supervisor no later than one-half hour after the beginning of the workday by reporting to the employee’s supervisor or the General Manager.

The employee and the employee’s supervisor shall be responsible for control of any abuse of the sick leave privilege. The employee may be required, at any time, to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. However, for absences of five (5) working days or more, a written request for leave and medical statement, on prescribed forms, stating the expected date of return must be submitted to the ~~General Manager~~ Department Manager and HR. Upon return to work, a written doctor’s release must be submitted to the ~~General Manager~~ Department Manager and HR.

**C. Sick Leave Pay Out Provisions**

Upon an employee’s termination (as defined on page 14) ~~other than for prohibited misconduct,~~ or in the event of death, unused accrued sick leave shall be paid to said employee or beneficiary (as defined by state law) ~~in the event of death,~~ on the following basis:

| <u>Length of Service</u> | <u>Percent of Unused Sick Leave Paid</u> |
|--------------------------|--|
| 1-5 years                | 15%                                      |
| 6-10 years               | 30%                                      |
| 11-14 years              | 45%                                      |
| 15 years and above       | 60%                                      |

Unused sick leave shall not be paid out in the event of termination for prohibited misconduct. This section sets forth administrative policy regarding sick leave pay out, and does not alter the “at will” nature of employment.

**2. Family and Medical Leave**

This policy explains how SAWPA complies with the Federal Family and Medical Leave Act and the California Family Rights Act, both of which require SAWPA to permit each eligible employee, as described in subdivision A, below, to take up to twelve (12) work weeks of family and medical leave in any twelve (12) month period.

**The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations, which are not specifically set forth below, are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), and the regulation of the California Family Rights Act (“CFRA”). Unless otherwise provided by this article, “Leave” under this article shall mean leave pursuant to the FMLA and CFRA.**

- A. Eligibility.** If an employee has completed at least twelve (12) months of service with SAWPA, and has at least 1,250 hours of service with SAWPA during the previous 12-month period, the employee may request family and medical leave up to 12 weeks in a 12 month period. The 12 week leave allowance includes any time taken (with or without pay) for any of the following reasons:
- i. To care for a newborn child of the employee or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement.
  - ii. Because of the employee’s own serious health condition, including a serious health condition resulting from an on-the-job illness or injury, that makes the employee unable to perform his or her job at all, or unable to perform any one or more of the essential functions of his or her job. Excluded from this policy are disabilities caused by the pregnancy, childbirth, or related medical conditions, which is covered by SAWPA’s separate pregnancy disability policy as set forth below.
  - iii. To care for a spouse, child, parent, domestic partner or child of a domestic partner, or a designated person- with a serious health condition. A designated person is any individual related by blood or whose association with the employee is the equivalent of family relationship. The designated person is to be identified at the time the employee requests leave and employees are limited to one designated person per 12-month period.
  - iv. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves:
    - (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
    - (b) Continuing treatment by a health care provider.
- B. Pay During Leave.** An employee on leave because of his or her own serious health condition must use all accrued sick leave and may use any or all accrued vacation at the beginning of any otherwise unpaid leave period. An employee on leave for child care or to care for a spouse, parent, or child with a serious health condition may use any or all accrued vacation at the beginning of any otherwise unpaid leave. All other family care and medical leaves are unpaid leaves. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the leave. The employee does not continue to accrue vacation and sick leave during any period of unpaid leave.
- C. Health Insurance.** SAWPA shall maintain the employee’s health coverage at the same level and under the same conditions that would have been provided if the employee had continued working. This means that if the employee’s health insurance amount is above the current cap approved by the SAWPA Commission, SAWPA will continue to deduct the over cap amount from the employee’s supplemental check or if it was arranged previously that the leave is without pay, the employee shall be solely responsible for submitting payments on time of

~~over the cap amounts to SAWPA for continued coverage, the employee will be required to pay for any dependent care coverage that SAWPA was providing at the time the employee takes the leave and that such coverage of dependents is subject to termination if the employee fails to timely pay the premiums for that coverage.~~

~~If the employee has elected to participate in any of the optional benefits SAWPA offers (Flexible Spending Accounts, Aflac, 457 Plans, or Voluntary Life insurance) their monthly premiums will be deducted from their supplemental check or if it was arranged previously that the leave is without pay, the employee shall be solely responsible for submitting payments on time for continued coverage.~~

~~If you are on FMLA and are not eligible for continued paid coverage, or if paid coverage ceases, you may continue your group health insurance coverage through SAWPA in conjunction with federal COBRA guidelines by making monthly payments to SAWPA for the amount of the applicable premium. Contact the Human Resources Department for further information.~~

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- D. **Return to Work.** During a family care and medical leave, employees retain their seniority and employment status with SAWPA. Upon return from a requested family care or medical leave, SAWPA will make every effort to restore the employee to the same or comparable position held before going on leave. However, if the employee's position was eliminated during the leave, SAWPA does not guarantee re-employment.

Employees returning from leave shall have no less seniority than they had when the leave commenced for purposes of layoff, promotion, job assignment, and seniority related benefits such as vacation. This policy applies to all employees. The policy set forth in subdivision 4, below, regarding returning to work from a leave of absence, shall apply to family care and medical leave, where applicable.

- E. **Requesting Family Care and Medical Leave.** An employee should request family care and medical leave in writing to the General Manager. An employee should provide not less than thirty (30) days' notice, or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his or her spouse, child, domestic partner or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for leave was an emergency or was otherwise unforeseeable. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt SAWPA's operations.

If family care and medical leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent, domestic partner or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If family care and medical leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that SAWPA will grant a request for leave for this purpose of at least one day but less than two weeks duration on any two occasions.



An employee on family care and medical leave may not accept employment with any other employer without SAWPA's written permission. An employee who accepts such employment will be deemed to have resigned from employment with SAWPA.

### **3. Pregnancy Leave**

Under the California Fair Employment and Housing Act ("FEHA"), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave ("PDL"). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth, or related medical conditions up to four months (or 88 work days for a full time employee) per pregnancy.

The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.

Generally, SAWPA is required to treat your pregnancy disability the same as SAWPA treats other disabilities of similarly situated employees. Consequently, PDL is unpaid leave.

You should give notice of your need for a pregnancy-related leave of absence as soon as you know, with reasonable certainty, the expected date on which your leave will begin. You should submit a Request for Leave of Absence. You are required to obtain certification from your health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include: the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer; the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. You also may be eligible for state disability insurance for the unpaid portion of your leave.

Taking a pregnancy disability leave may impact certain aspects of your benefits and your seniority date. If you want more information regarding your eligibility for a leave or the impact of the leave on your seniority and benefits, please contact Human Resources.

#### **A. Benefits during Unpaid PDL**

If you take PDL, SAWPA will maintain group health insurance coverage for up to a maximum of four (4) months (if such insurance was provided before the leave was taken) on the same terms

as if you had continued to work. (Leave under this policy runs concurrently with family and medical leave under Federal law, but not under California law.) SAWPA may recover premiums it paid to maintain health coverage for you if you fail to return to work following PDL.

If you are on PDL and are not eligible for continued paid coverage, or if paid coverage ceases, you may continue your group health insurance coverage through SAWPA in conjunction with federal COBRA guidelines by making monthly payments to SAWPA for the amount of the relevant premium. Contact the Human Resources Department for further information.

### ***B. Return from PDL***

Upon expiration of leave, an employee is entitled to be reinstated to the same or a comparable position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the PDL.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and SAWPA, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his or her readiness to return.

## **4. Personal Leave**

Employees may be granted an unpaid leave of absence to attend to personal matters in cases in which the General Manager determines that an extended period of time away from the job will be in the best interests of the employee and SAWPA. Employees may be permitted to take up to 12 work weeks of personal leave within a continuous 12-month period. An employee may be permitted to use any accrued vacation time for personal leave. SAWPA will not maintain group health insurance coverage during Personal Leave and the employee and their dependents will be offered COBRA continuation coverage.

Employees, who are unable to report for work because of arrest and incarceration, shall be placed on unpaid personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until the disposition of the charges or no more than 30 days. If the employee is freed on bail, a decision will be made by the General Manager whether to allow the resumption of active employment pending disposition of the charges. The General Manager will determine whether resumption of normal duties would be consistent with SAWPA's needs and requirements.

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## 5. Jury Duty

Any full-time employee who is called to court or other qualified agency for jury duty shall be entitled to regular pay for those hours absent, supported by court-provided daily attendance slips, for a period of up to 80 hours.

A juror who is employed by a federal, state, or local government entity, or by any other public entity who receives regular compensation and benefits while performing jury service, may not be paid the fee described. Employees of SAWPA should not be paid a jury fee for service. Mileage reimbursement, however, is acceptable. Employees serving longer the 80 hours are entitled to collect jury fees, and may also use sick and vacation leave during the period they are off work. [Additional time off for jury service is at the discretion of the General Manager.](#)

An employee shall give the supervisor reasonable advance notice, with supporting documentation, of the intention to take time off.

Please refer to the [Alternative Workweek](#) section on page 8 for more information.

## 6. Witness and Victim Leave

An employee who is required to attend a court, arbitration, or administrative hearing as a victim or witness shall be entitled to reasonable unpaid leave. Such an employee shall give the supervisor reasonable advance notice, with supporting documentation, of the intent to take time off. An employee may use any accrued unpaid vacation time for such leave.

## 7. Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

SAWPA will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks.

## **8. Crime or Abuse Victim's Leave**

Employees who are victims of crime or abuse, including domestic violence, sexual assault, stalking, or a crime that caused physical injury or, in certain cases, mental injury, or that resulted in the death of an immediate family member may need time off for legal proceedings, such as obtaining a restraining order, or for medical treatment. Employees also are entitled to use mandatory paid sick days for these purposes.

## **8.9. Military Leave**

An employee shall be granted military leave as specified below, provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility, or unreasonableness. In the granting of such leave, SAWPA may require verification of an employee's military orders.

### ***A. Types of Military Leave Are:***

#### **i) Emergency National Guard leave**

An employee who, as a member of the National Guard, is called to active duty by proclamation of the Governor during a state of emergency is eligible for emergency National Guard leave. An employee, who as a member of the National Guard, is called to active Federal military duty at the request of the President of the United States is **not** eligible for emergency National Guard leave, but shall be granted long-term military leave as described below.

#### **ii) Long-term military leave**

An employee who enlists or is ordered into active-duty service of any length or active-duty training in excess of 180 days or is ordered into active Federal military duty as a member of the National Guard or regular reserves is eligible for long-term military leave. Such leave shall be granted for a period not-to-exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty.

#### **iii) Physical examination leave**

An employee who is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency is eligible for physical examination leave.

#### **iv) Reserve training leave**

An employee is eligible for reserve training leave for inactive duty, such as weekly, monthly meetings, or weekend drills.

#### **v) Temporary military leave**

When an employee is ordered to full-time active military duty for training for a period not-to-exceed 180 calendar days, including time spent traveling to and from such duty, the employee is eligible for temporary military leave.

### **B. Pay for Leave**

Employees granted temporary military leave or emergency National Guard leave are entitled to receive their regular SAWPA salary for up to 30 calendar days and any military pay (including allowances). Employees granted physical examination leave also are entitled to receive the difference between their regular SAWPA pay and any military pay (including allowances).

In addition, for any type of military leave defined in this section that extends more than 30 days, employees are eligible for military leave with pay if the employee is ordered to service involuntarily or pursuant to a reserve or National Guard status that existed when SAWPA employment began and the employee has completed 12 months of continuous SAWPA service immediately prior to the granting of the military leave.

During military leave with pay, SAWPA will pay the employee the difference between his or her regular SAWPA pay and total military pay (base pay and allowances). The purpose of this is to make the employee "whole" with regards to salary, and not incur any undue hardship as a result of military leave. SAWPA will implement this policy by withholding from the employee's normal pay the amount of the total military compensation via payroll deduction. Employees beginning military leave must provide SAWPA with a military pay stub or other acceptable documentation as soon as possible so that SAWPA can make the correct payroll deductions after the first 30 calendar days. SAWPA will pay the employee this adjusted salary (less any taxes, benefit contributions, and court ordered deductions) on the normal biweekly pay schedule.

During military leave with pay, SAWPA will pay the salary difference as described above for holiday time. The employee will not accrue vacation or sick leave.

During the first 12 months of military leave, at the employee's normal review date, the employee will be considered for a performance based pay increase as though not on military leave, based on the employee's most recently completed performance review.

During all military leave, all step increases pay will be processed on the employee's normal review date, and COLAs will be applied as though the employee were not on military leave.

An employee who is **not** eligible for military leave with pay may have such absence(s) charged to accrued vacation (except sick leave), or the military leave may be without pay.

### **C. Reinstatement**

Following release from military service, an employee shall have, at the minimum, such right to return and protection from discharge as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Employees granted military leave for a period not-to-exceed 180 days and who are honorably separated from military service shall be reinstated to the position they would have held had they remained continuously employed. Employees granted military leave for a period not-to-exceed five (5) years and who are honorably separated from military service, shall be reinstated to the position they held prior to

leave being granted provided they return to work within 12 months from the date of release from duty. If the position no longer exists, a comparable position in terms of pay, benefits, status, seniority, and conditions of employment shall be provided, if available, and the employee is qualified or can become qualified through SAWPA's reasonable efforts.

## **D. Effect on Benefits**

### **i) Health**

#### Leave is less than 31 days

SAWPA will continue to provide health coverage as if the employee were not on leave. The employee will continue to pay his or her portion of the health benefits (amount above the current cap approved by the Commission).

#### Leave more than 31 days

SAWPA will continue to provide health coverage until the end of the month of the 31<sup>st</sup> day of leave. After the end of the month following the 31<sup>st</sup> day, the employee may elect to continue coverage for up to 24 months or for the period of military service, whichever is shorter. As with COBRA, the employee may be required to contribute up to 100% of the full premium plus a 2% administration fee.

For example, if the employee goes on leave in the middle of March, SAWPA would provide health coverage for the employee until the end of April. However, the employee still would be responsible for the amount above the current cap set by the Commission. Beginning on May 1, the employee could elect continuation coverage under COBRA, but may be required to contribute up to 100% of the full premium plus a 2% administration fee.

### **ii) PERS**

For employees on military leave with pay, the difference between the employee's SAWPA pay and military pay is **not** eligible for PERS, in accordance with Government Code Sections 20630-20364.

However, employees on military leave may be eligible for non-compensated absences or specially compensated absences under California law. Employees should consult the Human Resources Department for instructions on obtaining military service credit.

## **9.10. Military Spouse Leave**

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to the General Manager within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

## **10.11. Volunteer Civil Service Personnel**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency response personnel. Time performing such duties may be paid time off if it is approved in advance by the General Manager. Otherwise, it is unpaid leave. You also are

eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

## **11.12. Bereavement Leave**

Upon request, and with the prior approval of the General Manager, regular (including introductory) employees shall receive necessary time off ~~up to five (5) days in accordance with AB1949. with pay, not to exceed three (3) days, or five (5) days if the employee must travel beyond 500 miles, in any one instance to arrange for or attend a funeral of a member of their immediate family. Bereavement Leave provides time to attend to matters related to death and grievance associated with the death of a family member (defined below). Employees may be granted up to three (3) days of absence with pay for the death of a family member. An additional two (2) days may be taken using existing leave or unpaid leave within three months of the death. The five (5) days of leave do not have to be consecutive.~~

~~If the employee must travel beyond 500 miles in any one instance to arrange for or attend a funeral, they may be granted the full five (5) days with pay.~~

~~Documentation of the death of a family member may be required within 30 days of the date of bereavement leave. This includes death certificate, published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.~~

For purposes of this section, "immediate family" shall mean father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, child, step-child, grandchild, grandparent, former or current legal guardian, or any family member with whom the employee resides.

An employee may use accrued leave to attend services related to the death of a non-immediate family member upon approval of the General Manager. Requests to use accrued sick leave require the approval of the General Manager.

Please refer to the [Alternative Workweek](#) section on page 8 for more information.

## **12.13. Management Leave**

In recognition of the additional time required (e.g., evening meetings, occasional weekends, etc.) by department managers, the following management leave policy shall be implemented.

- Each department manager shall receive five (5) days of management leave per calendar year. One day is equivalent to nine (9) hours.
- Management leave does not accrue.
- Any unused Management leave hours will be either:
  - a. Paid out on the ~~first-last~~ paycheck of the ~~current following~~ calendar year; or



- b. Paid out on the last paycheck of the current year with the value of the unused management leave hours transferred to the 457 Deferred Compensation Program provided it does not cause the employee to exceed the annual deferral limits set by law.

#### **13.14. Time Off for Voting**

Employees will be allowed up to two (2) hours off with pay to vote at local, state, and national elections if sufficient time is not available outside of regular working hours due to the employee's work schedule/workload.

#### **14.15. School Activities Leave**

Consistent with State Labor Code Sections 230.7 and 230.8, employees shall be entitled to unpaid leave to participate in activities of the school or licensed child day care facility of any of their children, if reasonable notice is given to SAWPA. The employee's supervisor may require documentation from the school or licensed child day care facility as proof that the employee participated in such activities on a specific date and at a particular time. Time off for this purpose may not exceed 8 hours in any month, and may not exceed 40 hours in any calendar year.

Additionally, Section 48900.1 of the Education Code provides that employees required to attend a portion of the school day in class as a result of their child being suspended from class, must be allowed to attend. Employees may use available accrued vacation, floating holidays, or compensatory time off for the above purposes, or may use time off without pay. Employees using time off for this purpose shall not be discriminated against in any way by SAWPA for using such time. The use of this type of leave will not be a factor in an employee's performance review, provided reasonable notice and documentation from the school is provided to the employee's supervisor.

#### **15.16. Non-Serious Family Health Leave**

Employees are permitted to use, in any calendar year, accrued sick leave in an amount not more than the amount earned during six (6) months employment to care for a sick child, parent, spouse or State registered domestic partner due to routine illness (such as cold, flu, earache, etc.), and generally are not subject to disciplinary action for such use. For example, a full-time employee would be permitted to use up to 48 hours/calendar year of accrued sick leave for this purpose. The use of this type of leave will not be a factor in employee performance reviews, provided employees notify their supervisor of projected sick leave use at the time leave is taken.

## **VII. EMPLOYEE RELATIONS; WORKPLACE STANDARDS**

### **1. Drug and Alcohol Abuse**

#### ***A. Controlled Substance Policy and Program Purpose***

The purpose of this policy and program is to provide a safe workplace by addressing the hazards of alcohol and controlled substance use on the job. Because drug and alcohol use on the job has serious consequences, it is the policy of SAWPA that the use of alcohol and/or controlled

substances will not be tolerated in the workplace. Moreover, SAWPA will not tolerate employees reporting to work under the influence of alcohol or controlled substances.

Subject to all of the provisions of this policy, violation of this policy will result in disciplinary action, which action may include termination.

This policy supersedes all previous drug and alcohol policies.

***B. Applicability of This Policy***

This Policy applies to all SAWPA employees.

### **C. Responsibilities of Management and Employees**

**Management:** responsible for providing a workplace environment free of drugs and alcohol and to arrange for feasible resources, training and substance abuse professionals.

**Supervisors:** responsible for supporting, enforcing and complying with this policy and, if trained in drug and alcohol detection, are responsible for determining whether employees are under the influence of drugs and/or alcohol.

**Employees:** responsible for complying with this policy and for not using, being under the influence of, selling or possessing controlled substances or alcohol on SAWPA property, in SAWPA vehicles, or with SAWPA equipment.

Employees are required to submit to drug and alcohol testing pursuant to this policy. They must also abide by U.S. Department of Transportation and State Regulations (Title 49), as amended from time-to-time, regarding alcohol and drug use prior to reporting to work and during work hours.

### **D. Policy and Program Administration**

The General Manager is the Program Administrator and is responsible for the overall administration of this Policy and Program.

The General Manager may delegate Program Administration.

Supervisors of affected employees shall make themselves available to employees to answer questions regarding this Policy.

### **E. Definitions (Title 49, Code of Federal Regulations, Section 382.107 plus 391)**

**i) Alcohol**

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**ii) Alcohol Concentration**

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

**iii) Alcohol Use**

The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

**iv) Breath Alcohol Technician (BAT)**

An individual qualified to instruct and assist individuals in the alcohol testing process using an Evidential Breath Testing (EBT) device.

**v) Commercial Motor Vehicle**

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.
- Has a gross vehicle weight rating of 26,001 or more pounds.
- Is designed, used, or maintained to transport more than 16 passengers, including the driver.
- Is of any size and is used in the transportation of materials found to be hazardous for purposes of Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations (49 Code of Federal Regulations, Part 172, Subpart F).

**vi) Confirmation Tests**

This test shall be conducted whenever the initial screening test renders a positive result, as follows:

- For alcohol: a second test following a screening test with a breath alcohol test result of 0.02% or greater.
- For controlled substances: a second analytical procedure to identify the presence of a specific drug or metabolite and which is independent of the screening test and uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy, such as gas chromatograph/mass spectrometry (GC/MS) which is used as the confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

**vii) Controlled Substances (or, Drugs)**

- Marijuana and its derivatives.
- Cocaine and its derivatives.
- Opiates and their derivatives.
- Amphetamines and their derivatives.
- Phencyclidine (PCP) and its derivatives.
- 6-Acetylmorphine (6-AM).
- Methylenedioxymethamphetamine (MDMA).

**viii) Controlled Substances Test (or, Testing)**

A test for controlled substances.

**ix) Driver**

Any employee who operates a commercial motor vehicle in the course of employment. This includes, but is not limited to, regular, part-time, contract, temporary or probationary drivers.

**x) Employee**

Any SAWPA employee, whether regular, part-time, contract term, temporary or introductory.

**xi) Medical Review Officer (MRO)**

A licensed physician who is responsible for receiving laboratory results and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results with their medical history and other relevant biomedical information.

**xii) On-Duty Time**

All time from the time an employee begins to work or is required to be in readiness to work until the time the employee is relieved from work and from all responsibility for performing work.

**xiii) Refuse to Submit**

Refusal to submit to an alcohol or controlled substance test means that a SAWPA employee fails or refuses to provide adequate breath for testing without a valid medical explanation, and/or fails or refuses to provide an adequate amount of urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for testing, or engages in conduct that obstructs the test process.

**xiv) Safety Sensitive Employees**

Any employee who, in the regular or foreseeable discharge of his or her responsibilities, has the responsibility for his or her own safety and the safety of others.

***Safety-Sensitive Functions include:***

- Operation of a commercial motor vehicle.
- Maintaining commercial motor vehicles.
- Supervising an employee who performs a safety-sensitive function.
- Any function which involves some special and obvious physical or ethical demand, and the compromise of the employee's ability to meet such demands could have an immediate disastrous consequence upon public safety or security.
- All time at a carrier or shipper, plant, terminal, facility or other property, waiting to be dispatched, unless relieved from duty by the employer.
- All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth.)

**xv) Screening Test**

- For alcohol, it is a breath test or saliva test.
- For controlled substances, it is a urine test.

**xvi) Substance Abuse Professional**

A licensed physician, a Medical Review Officer, a licensed or certified psychologist, social worker, certified employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

**xvii) Under the Influence**

- For alcohol, legal concentration is the State legal limit (0.08%).
- For controlled substances, a positive confirmation test result for that specific drug.

**F. *Testing Methods***

- Alcohol screening tests will use breath or saliva samples only.
- Alcohol confirmation tests will use breath samples confirmation.
- Controlled substances screening tests will use urine samples only.
- Controlled substance confirmation tests will use urine samples only.
- Employees that fall under the direct guidelines of DOT/RESPA, split urine samples will be conducted with a Medical Review Officer for positive tests.

**G. *Laboratory Selection and Test Equipment***

- Only Department of Human and Health Services' (DHHS) approved and certified laboratories will be utilized for all employee drug testing.
- Only Evidential Breath Test devices approved by the National Highway Traffic Safety Administration will be used in the breath alcohol confirmation test. However, for the Alcohol Screen Test, the saliva test procedure may be used.

**H. *Types of Tests***

**i) Follow-Up Testing**

Following a determination made by a substance abuse professional (SAP) that a SAWPA employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing as directed by the SAP.

Notwithstanding the provisions above, for safety-sensitive employees, follow-up testing also shall be conducted while the employee is performing safety-sensitive functions, just before performing safety-sensitive functions, or just after performing safety-sensitive functions.

**ii) Post-Incident Testing**

As soon as practicable following an incident during employment hours involving a SAWPA safety sensitive employee, that employee shall be tested for alcohol and/or controlled substances:

- If the incident involved the loss of human life.

- If the employee receives a citation under State or local law for a moving traffic violation resulting from a traffic accident.
- If an involved party requires immediate medical assistance away from the scene of the incident or if any of the involved vehicles is towed from the scene of the incident.

If a post-incident alcohol test required by this Policy is not administered within two hours following the incident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If an alcohol test required by this Section is not administered within eight hours following the incident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.

If a post-incident controlled substance test required by this Policy is not administered within 32 hours following the incident, the supervisor shall cease attempts to administer a controlled substance test, and prepare and maintain on file a record stating the reasons the test was not promptly administered.

An employee who is subject to post-incident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing. Nothing in this Policy shall be construed to require the delay of necessary medical attention for injured people following an incident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The results of a breath or urine test for the use of controlled substances conducted by the Federal, State or local officials having independent authority for the test shall be considered to meet the requirements of this Policy, provided such tests conform to applicable Federal, State or local requirements and the results of the tests are obtained by SAWPA.

**iii) Pre-Employment Testing**

New applicants for safety-sensitive employment may be tested for alcohol and controlled substances, based upon the job duties, after a conditional job offer has been made, but before the offer is accepted. The results must be negative.

*Exception: If the supervisor confirms and obtains the results from the previous employer that the applicant has participated in another drug testing program within the past six months and the results were negative.*

Drug and alcohol testing shall be performed at Kaiser Permanente Occupational Medicine, 10800 Magnolia Avenue, Module 4J, Riverside, Ca. 92503, (951) 353-4322, or such other facility as SAWPA authorizes.

**iv) Promotion Testing**

All safety-sensitive employees may submit to a drug and alcohol tests after a promotion is offered, but before the promotion is accepted by the employee at the discretion of the General Manager. The results must be negative.

**v) Random Testing**

All SAWPA employees who perform safety-sensitive functions shall submit to random alcohol and controlled substance testing. The Program Administrator shall provide supervisors with names of the safety-sensitive employees selected to be tested, the date and time of the test, the type of test to be conducted, and the collection site location.

The safety-sensitive employees to be tested shall be randomly selected from the entire group of safety-sensitive employees. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. The selected safety-sensitive employees will be directed to proceed immediately to the collection site for testing.

A safety-sensitive employee subject to random testing under this program shall only be tested while performing a safety-sensitive function, just before the performance of a safety-sensitive function, or just after the performance of a safety-sensitive function.

Up to fifty percent (50%) of safety-sensitive employees are required to be randomly tested annually.

**vi) Reasonable Suspicion Testing**

Any SAWPA employee shall submit to an alcohol and/or controlled substance test when there is reasonable suspicion to believe that the employee has violated the prohibitions of this policy.

Reasonable suspicion is based on a supervisor's direct observations concerning the appearance, behavior, speech, or body odors of the employee. These observations must be made before the employee is tested. Supervisors shall receive no less than two (2) hours of training in the detection of drugs and alcohol use.

Employees who refuse to submit to a test under reasonable suspicion observations will not be allowed to continue to work the rest of the day. Such employees shall be subject to disciplinary action.

Supervisors who make reasonable suspicion observations shall document their observations within twenty-four (24) hours.

Upon reasonable suspicion, and notification to the employee, an employee's locker, desk, briefcase, bags, and the employee's vehicle parked on SAWPA property are subject to search, and anything found therein shall be considered in the employee's possession and shall result in disciplinary action.



**vii) Return-to-Duty Testing**

Before a SAWPA employee who has engaged in conduct prohibited by this policy returns to duty, the employee must undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02% and/or a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substance use. Such testing also shall apply to any employee who is a Department of Transportation Class A or Class B driver, and is off work for more than 30 consecutive days.

***I. Prohibited Conduct***

Employees who violate this policy, or any of the following prohibitions, shall be subject to disciplinary action:

- Reporting for duty or remaining on duty while the employee is under the influence of alcohol and/or controlled substance.
- Supervisors who allow an employee to perform or continue to perform their duties with actual knowledge or reasonable suspicion that an employee is under the influence of alcohol and/or controlled substances.
- Failing to inform supervisors of any therapeutic or prescribed drug that may cause an effect on safety sensitive functions.
- Possession by employees of alcohol, drugs, or controlled substances not authorized by a physician for the employee's use while on duty and/or on SAWPA property and/or while on or in SAWPA-owned vehicles or equipment.
- Sale or furnishing of open containers of alcohol, or controlled substances while on duty and/or on SAWPA property, including SAWPA-owned vehicles and equipment.
- Refusing to submit to testing required under this Policy (except tests required for promotion) or to evaluation or to treatment.

***J. Referral, Evaluation and Rehabilitation Treatment***

- Employees who violate this policy may be referred to resources available for evaluation and treatment, but only one time every five years.
- Any costs not covered by the employer provided medical plan benefits for such evaluation and treatment shall be the responsibility of the employee.
- Return to work is not guaranteed after completion of treatment.

***K. Employee Confidentiality***

- Strict employee confidentiality is to be maintained. Employees may be verbally notified of the purpose for collecting urine or breath prior to its collection and use for a drug or alcohol test.
- Records of reports or test results will not be filed in the employee's personnel file but will be filed in a separate confidential medical folder that will be kept under the control of the General Manager.
- Test results only will be disclosed to the tested employee on a strictly "need-to-know" basis, and as allowed by law.

- Disclosures may be required by law to specific decision-makers in a lawsuit, grievance, or other proceedings initiated by or on behalf of an employee arising from a positive drug or alcohol test.
- Disclosure also may be made to inspectors representing Federal, State and local regulatory agencies in the course of their duties.

## 2. Disciplinary Action Policy

Employees are expected to observe certain standards of job performance and conduct. When job performance or conduct does not meet SAWPA standards, SAWPA may endeavor, at the General Manager's sole discretion, to provide employees with a reasonable opportunity to correct the deficiency regardless of at-will status. If, however, the employee fails to make the correction, he/she will be subject to discipline up to and including termination. Disciplinary actions taken by the General Manager are the final decision of SAWPA and are not subject to further administrative appeal, except that a termination decision may be appealed to the SAWPA Commission on the grounds that the action has a prohibited basis.

SAWPA's Disciplinary Action Policy is outlined in [Appendix 2](#).

## 3. Non-Disciplinary Conflict Resolution Policy

If an employee has a work-related problem that cannot be resolved by informal discussion between the employee and the supervisor, the following grievance procedure shall be followed. The grievance procedure must be initiated within five (5) working days after the cause of the grievance has occurred.

The grievance procedure shall apply for any good faith or reasonable complaint of an employee or group of employees involving the interpretation, application or enforcement of this Personnel Handbook. Complaints involving disciplinary actions, termination of temporary, part-time, contract employees, or interns are not subject to this section. This grievance procedure is intended to create a structured format for conflict resolution, but it does not alter the at-will employment status of any employee.

### A. Conflict Resolution Steps

#### i) **Step 1: Immediate Supervisor**

The employee shall formally submit a written grievance to their supervisor. The grievance must include a brief description of the problem, any supporting documentation and a suggested solution. The supervisor must answer the grievance in writing within five (5) working days.

#### ii) **Step 2: Department Manager**

If the grievance is not resolved in Step 1, the written grievance shall be forwarded to the Department Manager within five (5) working days of the immediate Supervisor's written decision. Within five (5) working days after receipt of the written grievance, the Department Manager will meet with the employee. Within five (5) working days of the meeting, the employee will receive a written decision regarding the grievance.

#### iii) **Step 3: General Manager**

If the grievance is not resolved in Step 2, the written grievance will be forwarded to the General Manager within five (5) working days of the Department Manager's written decision. Within five (5) working days after receipt of the written grievance, the General Manager will meet with the employee. Within five (5) working days after the meeting, the employee will receive a written decision. The decision of the General Manager is the final decision of SAWPA and is not subject to further administrative appeal.

#### **4. Confidentiality**

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to confidential information regarding SAWPA, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by SAWPA.

#### **5. Media Contacts**

Employees may be approached for interviews or comments by the news media. Only the General Manager or authorized staff may comment to the media on events relevant to SAWPA.

#### **6. Employer Property**

Desks, computers, cell phones, and vehicles are SAWPA property and must be maintained according to SAWPA rules and regulations. They must be kept clean and are to be used only for work-related purposes. SAWPA reserves the right to inspect all Agency property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Agency property may be removed from the premises.

Prior authorization is required if using a SAWPA cell phone results in roaming or additional charges. Absent this approval, the employee may be responsible to reimburse SAWPA for additional charges that result from exceeding plan limits, including data caps.

~~Prior authorization must be obtained before any Agency property may be removed from the premises.~~

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave SAWPA. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

#### **7. Technology Use and Security**

SAWPA provides various Technology Resources to employees to assist them in performing their job duties. The purpose of these resources, including, but not limited to, electronic mail (email) and voicemail systems, and SAWPA's Internet access are to provide an efficient and effective means of internal and external communications. All employees shall comply with SAWPA's policy, as approved by the General Manager, addressing access to and the disclosure of information from such electronic systems.

**It is important to understand that electronic communications are the property of SAWPA, are subject to complete access, search, monitor, inspection and review by SAWPA officials, may be accessed by a court of law, and are not subject to a right of privacy.**

#### **A. Use**

All electronic communications using SAWPA equipment, including, but not limited to, voice-mail messages, email communications and internet usage, are subject to monitoring by SAWPA and thus a SAWPA employee shall not have any expectation of privacy with respect to such communications. SAWPA provides computers and Internet access (including e-mail) to its employees to assist and facilitate business communications and work-related research. These services are for legitimate business use only in the course of your assigned duties. All materials, information and software created, transmitted, downloaded or stored on SAWPA's computer system are the property of SAWPA and may be accessed only by authorized personnel. However, SAWPA e-mail addresses should not be used for online shopping or other personal transactions. A personal account, such as Gmail, should be used instead. Employees may use computers or access the Internet for reasonable non-business use during ~~meal time~~ or other breaks, so long as all other provisions of these computer and network policies, are followed.

Non-exempt employees should not use or check office e-mail except during working hours, unless instructed to do so in a particular case by their supervisor, in which case they should record their time.

#### **B. E-mail**

The following guidelines should be followed for e-mail messages, both within the office and over the Internet:

- (a) Never say anything in e mail that you would not (or should not) say to the person's face. Sometimes when we would be uncomfortable saying something in person, we are tempted to use the impersonal method of e mail. Don't yield to that temptation.
- (b) Do not assume your messages will be completely private. As a general rule, people can't read each other's e-mail. However, there are a number of ways someone could read e-mail intended for somebody else, or e-mail supposedly deleted. If a matter is sensitive, discuss it over the phone or in person, not by e mail. This is especially true of personnel matters.
- (c) Avoid disparaging remarks about others in the office. Especially avoid anything that might be perceived later as harassment or discrimination. Discrimination claims often

involve e mail messages. Whatever inoffensive context there might have been for the message is lost when it is put before a jury.

- (d) If you do receive or become aware of an e mail message that you consider out of line, please bring it to the attention of the appropriate person immediately and it will be handled in accordance with SAWPA's harassment policy.
- (e) Be cognizant of the use of "reply all" to ensure you do not inadvertently reply to an unintended recipient.

### **C. Software**

Computers will include an up-to-date operating system, a browser, other supporting software, a basic Microsoft Office Suite, and other utilities as deemed appropriate by SAWPA's IT staff.

Any software additions to the computer system must be approved by SAWPA's IT Department.

### **D. Software Use**

SAWPA does not condone the illegal duplication of software. All software in use at SAWPA is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software of SAWPA's computers without prior written authorization of the General Manager.

### **E. Social Media**

Employees may participate in newsgroups or chats in the course of business when relevant to their duties, but they do so as individuals speaking only for themselves. Where an individual participant is identified as an employee of SAWPA, the employee must refrain from an unauthorized endorsement or appearance of endorsement by SAWPA of any commercial product or service.

Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal confidential SAWPA information and any other material covered by existing SAWPA confidentiality policies and procedures. Employees releasing protected information via a newsgroup or chat – whether or not the release is inadvertent – will be subject to discipline.

Employees should always be fair to fellow employees and people who work for SAWPA. Also, employees should keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers or by utilizing SAWPA procedures or resolving disputes and complaints.

### **F. Monitoring**

SAWPA reserves the right to monitor use of the e mail system or the Internet at any time. You should not consider your Internet usage or e-mail communications to be private. Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure.

## **8. Dress and Appearance**

Appropriate dress is required. Employees shall comply or be subject to corrective action.

Initial impressions of an organization's professionalism and competence are frequently formed by customers and the public as a direct result of employee appearance and interaction. To this end all employees will present themselves during working hours, including while attending training during normal business hours, in a manner that reflects the standards of professionalism and personal cleanliness as set forth in this policy. Attire should be neat, clean, and have a professional appearance. Employees should dress appropriately for the duties and schedule for the day. On Commission meeting days employees should dress more formally. This policy will not address all forms of "business-casual". However, if employees have questions, they should reach out to their supervisor for guidance.

It is important that employees use their best judgment in dressing appropriately. If in question, it may not be appropriate. It should not look like cocktail party or picnic attire. Employees who prefer to dress more formally should feel free to do so. Casual business wear encompasses casual clothing that is appropriate for a professional office environment. Employees are asked to consider each day's activities when determining what to wear (e.g., meeting with customers, business meeting, etc.).

The General Manager may allow "Casual Day" dress on Fridays and special occasions. On Casual Day the dress restriction may be relaxed.

Every situation involving attire and appearance cannot be addressed in a policy; therefore, the following is not to be considered a complete list of acceptable or unacceptable attire or appearance:

A. Clothing

Clothing worn by employees must comply with the following:

1. Allow the employee to perform all duties within the job specification safely and without creating disruption or complaints by co-workers or supervisors.

2. Project a professional appearance, be appropriate to the position held, be clean, in good condition, free of stains, pressed and properly fitting shirt tails that are clearly designed to be worn tucked in, must be tucked in at all times, shirts with a straight across, finished hem may be worn untucked.

Business-casual calls for employees to exercise good judgment. The following descriptions are not intended to be all-inclusive but rather to set general parameters for proper work attire. Clothing that has the SAWPA logo is encouraged.

Examples of Acceptable Clothing

Within the requirements established above, the following is considered acceptable clothing:

- Slacks/pants – Wool and cotton slacks, or solid colored dark jeans with no tears or holes, capri pants typically mid-calf length, are acceptable provided they are clean and wrinkle free.
- Shirts – Casual shirts with collars, polo shirts, sweaters, SAWPA approved logo attire, and turtlenecks are acceptable. Shirts made of cotton and blends are appropriate.

- Dresses/skirts—Casual dresses and skirts with modest hemlines are acceptable, but should be at a length at which you can sit comfortably in public (generally, this is no shorter than 4 inches above the knee). Dresses that are sleeveless but do not leave the shoulders bare are acceptable. Mini-skirts and spaghetti strap dresses are considered inappropriate.

Examples of Unacceptable Clothing

The following types of attire are considered unacceptable at all times including Casual Fridays unless an exception is noted:

- Mini-skirts
- Clothing which is discolored, worn out, ripped, frayed, or stained
- Bleached or faded jeans, or pants which are excessively worn or faded
- Crop tops, tank tops, tops which show midriffs, halter tops, muscle shirts, and spaghetti straps not covered by jacket/sweater
- Casual T-shirts, gym or workout attire, shorts, sweatpants, sweatshirts or running/jogging suits
- Leggings/spandex pants
- Clothing that reveals too much cleavage, back, chest, or under garments
- Overalls/coveralls
- Cargo pants
- Camouflage shirts and pants
- Any clothing that has words, terms, or pictures that may be offensive to others
- Sports team, university, and fashion brand names on clothing are generally unacceptable if the logo is large and dominates the article of clothing (may be worn on specified "Casual Days".)

B. Footwear and Accessories

Footwear is expected to be appropriate for professional attire. Shoes must be clean and in good condition.

1. Items such as loafers, boots, flats, leather or canvas casual shoes. Solid neutral color tennis shoes with moderate color are acceptable. Running shoes, basketball shoes, thong sandals without a back strap, and slippers are considered unacceptable.
2. Beach type or casual flip flops, Birkenstock type sandals and Croc type plastic shoes are unacceptable.
3. Bandanas, not covered by another type of acceptable hat, or any type of gang related apparel are prohibited.
4. Hats of any kind are not permitted indoors unless they are part of a SAWPA uniform or have the SAWPA logo.

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~~5. Reasonable accommodation to meet individual employee health related needs will be reviewed on a case by case basis.~~

~~C. Tattoos and Jewelry~~

~~1. Tattoos must not be visible when wearing appropriate business attire.~~

~~The General Manager may grant exceptions on a case by case basis.~~

~~2. All jewelry worn by employees must be appropriate and not detract from a professional appearance. Visible piercings other than in the ear are prohibited. Exceptions may be authorized for extremely small, single nose studs.~~

~~D. Hair and Personal Hygiene~~

~~1. Hair styles should be appropriate. Hair must be safely restrained when working conditions require, e.g., wearing hard hats, working around machinery with moving parts, etc. Hair coloring should be within the range of natural hair colors, modest color varying from natural are acceptable as long as they are not distracting and do not reflect as non-professional. Nothing herein shall be interpreted to preclude protective hairstyles, including, but not limited to, such hairstyles as braids, locks and twists.~~

~~2. Beard, sideburns, and mustaches must be clean and neatly groomed.~~

~~3. Personal hygiene is essential. All employees must maintain a clean, presentable appearance.~~

~~4. Strong odors caused by colognes or perfumes, scented hair sprays, and aftershave lotion can be offensive and/or cause allergic reactions for some therefore must be used in moderation.~~

~~E. Exceptions~~

~~Department Heads can make exceptions to this policy on a temporary basis due to the nature of the work, special events and/or departmental moves or clean up.~~

~~This policy applies to all employees, regardless of classification or status. SAWPA may approve exceptions to this policy on a case by case basis where it conflicts with an employee's religious beliefs or medical condition as required by applicable law.~~

~~F. Responsibilities~~

~~Each new employee will receive a copy of this policy during orientation and will be expected to be in compliance from their hire date.~~

~~Supervisors and managers are responsible for explaining and enforcing this Dress and Appearance Policy, and will counsel anyone whose attire and/or personal appearance is not consistent with this policy. Violators may be requested to return home, on their own time, to change into appropriate attire, not subject to an unexcused absence. Repeat violations will be addressed pursuant to the Agency's Disciplinary Policy contained in the Employee Handbook.~~

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## 9. Other Employment

Employees who wish to engage in additional employment must submit a written request to SAWPA explaining the details of the additional employment. If the additional employment is authorized, SAWPA assumes no responsibility for it. SAWPA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## 10. Working Off-Site

SAWPA recognizes that in some circumstances it is in the best interest of both the employee and SAWPA to work off-site. For exempt employees only, SAWPA has established a policy for working off-site. The terms and conditions for working off-site are as established from time to time by management and incorporated herein by reference.

## 11. Remote Work

SAWPA has established a Remote Work policy. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

## ~~11~~.12. Conflicts of Interest

All employees must avoid situations involving actual or potential conflicts of interest. Employees must avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.

## ~~12~~.13. Prohibited Conduct

The following conduct is prohibited and will not be tolerated by SAWPA. This list of prohibited conduct is illustrative only; other types of conduct that threaten or diminish security, personal safety, employee welfare, and Agency operations also are prohibited. (Additional illustrations are provided in [Appendix 2.](#))

- Falsifying employment records, employment information, or other SAWPA records.
- Theft and deliberate or careless damage or destruction of any SAWPA property, or the property of any employee or customer.
- Removing or borrowing SAWPA property without prior authorization.
- Unauthorized use of SAWPA equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on SAWPA property.
- Carrying firearms or any other dangerous weapons on SAWPA premises at any time.
- Engaging in criminal conduct, whether or not related to job performance.
- Causing, creating, or participating in a disruption of any kind during working hours on SAWPA property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions

of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.

- Using abusive language at any time on SAWPA premises.
- Failing to notify a supervisor when unable to report to work.
- Unreported absence of three consecutive workdays.
- Failing to obtain permission to leave work for any reason during normal working hours.
- Failing to provide a physician's certificate when requested or required to do so.
- Sleeping or malingering on the job.
- Wearing disturbing, unprofessional, or inappropriate styles of dress or hair while working.
- Violating any safety, health, security, or SAWPA policy, rule, or procedure.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Committing of or involvement in any act of unlawful harassment of another individual.
- Failing to promptly report work-related injury or illness.
- Discourteous treatment of employees or others.
- Consuming alcohol or illicit drugs while at work, or reporting to work in an impaired state due to the effects of drugs or alcohol consumed off-site.
- Reporting to work impaired or unable to perform duties due to excessive fatigue or any other reason.
- Operating SAWPA vehicles, or personal vehicles while conducting SAWPA business, in violation of state law, including the use of cellular phones without "hands free" capability.

This statement of prohibited conduct does not alter SAWPA's policy of at-will employment. Either you or SAWPA remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## VIII. HARRASSMENT AND DISCRIMINATION; WORKPLACE VIOLENCE

### 1. Harassment Policy

#### DISCRIMINATORY WORKPLACE HARASSMENT POLICY AND COMPLAINT PROCEDURE

##### **A. Purpose**

The purpose of this Policy is to clearly establish SAWPA's commitment to provide a work environment free from harassment, to define discriminatory harassment, and to set forth the procedure for investigating and resolving internal complaints of harassment. Because of the tremendous importance of a workplace free from any form of harassment, all supervisory employees of SAWPA shall receive training regarding this policy at least once every two years. Additionally, each supervisor or manager shall review this policy with his or her personnel regularly during each employee's annual performance evaluation. Specifically, this policy shall be fully discussed with each employee, supervisor, and manager to ensure that its contents are known by the employee.

All jobs with SAWPA are extremely important to our community. It is critical that all employees treat all other employees with dignity and respect. Because of the unique circumstances present in many SAWPA jobs, it is the responsibility of each and every employee, supervisor and manager to make sure that there is no inappropriate behavior occurring in the workplace. Inappropriate behavior will not be tolerated.

This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation, and training.

### **B. Policy**

Harassment of an applicant, client, contractor, business invitee, customer, supervisor, manager, or employee by a supervisor, management employee, co-worker, or others on the basis of race, religious background, color, national origin, ancestry, disability, medical condition (including cancer), marital status, veteran status, political affiliation, workers' compensation record, pregnancy, sexual orientation, gender, gender identity, age (40+), or any other basis protected by federal, state or local law, ordinance or regulation is explicitly in violation of State and/or Federal law and will not be tolerated by SAWPA.

Employees, supervisors or managers found to be participating in any form of job-based harassment or retaliation against any other employee shall be subject to disciplinary action up to and including termination from employment.

### **C. Responsibilities**

#### **i) Management**

It is the responsibility of management to develop this policy, keep it up to date, and to ensure that any violation of this policy brought to their attention is dealt with fairly, quickly, and impartially. All managers also have the responsibility of setting the proper example.

#### **ii) Supervision**

It is the responsibility of supervision to enforce the policy, to make a periodic review with each employee to ensure they know the policy and to regularly check the workplace and environs to ensure the policy is being followed. When a deviation from this policy is noted or reported, supervisors shall bring this information to management immediately. All supervisors also have the responsibility of setting the proper example.

#### **iii) Workers**

It is the responsibility of each and every employee to know the policy and to follow the policy. It is imperative that every employee treats every other employee with dignity and respect.

### **D. Definitions**

For purposes of clarification, harassment includes, but is not limited to, the following behaviors:

#### **i) Physical harassment**

Physical harassment includes: assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy, or movement. These include pinching, patting, grabbing, inappropriate behavior in or near bathrooms, rest/sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

**ii) Sexual harassment**

Sexual harassment includes any act which is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

**iii) Verbal harassment**

Verbal harassment includes: epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments whether made in general, directed to an individual, or to a group of people regardless of whether or not the behavior was intended to harass. This includes but is not limited to inappropriate sexually oriented comments on appearance, including dress or physical features, sexual rumors, code words, and race oriented stories.

**iv) Visual or written forms of harassment**

Visual or written forms of harassment include: derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, cards, E-mails, texts, bulletins, drawings or pictures. This applies to both posted material and material maintained in or on SAWPA equipment or personal property in the workplace.

**v) Workplace Bullying**

Bullying is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Examples of bullying include:

- Exclusion – socially or physically excluding or disregarding a person in work-related activities.
- Gesture bullying – non-verbal threatening gestures or glances which can convey threatening messages.
- Physical bullying – pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, and/or damage to a person's work area or property.
- Verbal bullying – slandering or ridiculing a person or his/her family, persistent name calling which is hurtful, insulting or humiliating, using a person as a butt of jokes, and abusive and offensive remarks.

Additionally, the following are some examples that may constitute or contribute to evidence of bullying in the workplace:

- Shouting or raising voice at an individual in public and/or private.

- Not allowing the person to speak or express him/herself (i.e., ignoring or interrupting).
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors which cannot be confirmed.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, deliberately giving ambiguous instructions, etc.).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's idea.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.

### ***E. Workplace Relationships***

It is natural for people who meet in the workplace to sometimes become romantically involved, and it is not SAWPA's intent to interfere with any dating relationship. Any involvement between employees must be voluntary and desired by both parties. However, many problems have developed in employment settings because of dating relationships, and they can interfere with SAWPA's goal to have a sound professional work environment. It is not inappropriate for a person to ask out a co-worker. However, if you do not want to go out with another employee, it is imperative that your response to the request is firm and definite. After this firm, definite response has been made, it is inappropriate for the requesting party to make any further attempt to initiate a dating relationship. Repeated requests under these circumstances for a dating relationship constitute Sexual Harassment. It also is inappropriate for any relationship to interfere with normal work operations in any manner. Personnel who desire to become involved with someone in the workplace must be aware of the following guidelines.

- There shall be no dating activities on SAWPA time or SAWPA property.
- There shall be no use of SAWPA property to arrange dating activities.
- All behavior between employees shall be conducive to a sound professional work environment at all times when on SAWPA property or on SAWPA time. Hand holding, kissing, hugging, sexual comments and other behavior generally associated with a dating relationship are inappropriate while on SAWPA time or SAWPA property.
- Any relationship involving employees at different levels on the chain of command (or where one party has functional supervision over another) shall be reported by the person of higher rank to their supervisor immediately. Failure to report this relationship is a violation of this policy. The manager receiving this information shall immediately contact Human Resources and inform them of the relationship. Human Resources shall contact the General Manager and make recommendations to ensure that this relationship will not detract from a sound

professional work environment. Such recommendations may include the transfer of the higher-ranking person to another unit if feasible.

## **F. Complaint Procedure**

### **i) Confrontation**

If any person feels they are the victim of any form of harassment, they are encouraged to inform the person(s) participating in this behavior that he/she finds it offensive. This one-on-one confrontation has been demonstrated to be an effective way to end harassing behaviors. If the inappropriate behaviors do not stop, the offended employee can initiate either an informal or formal complaint as described below. Because confrontation is difficult for some people and because of the complex nature of harassment, employees are not required to confront an offending party prior to initiating this complaint procedure.

### **ii) Informal Complaint**

Any employee, client, contractor, customer or job applicant who believes he or she is a victim of discriminatory workplace harassment should make a complaint orally or in writing with any of the following:

- Immediate supervisor.
- Any supervisor or manager within or outside of their unit.
- General Manager.

Any supervisor or manager who observes inappropriate behavior or receives a harassment complaint shall notify the General Manager immediately. (If the complaint is against the General Manager, the Chair of the Commission shall receive the complaint and assume the role of the General Manager throughout this policy).

An informal resolution will be attempted whenever appropriate. If the informal resolution process is unsuccessful, the complainant may direct a formal complaint to the General Manager.

### **iii) Formal Complaint**

If after an initial investigation is conducted there is no resolution and/or no conciliation of the preliminary complaint, a formal written complaint can be filed by the complainant. The General Manager will issue a Discriminatory Workplace Harassment Form to the complainant. This form shall be completed, signed, and returned to the General Manager within five (5) days after issuance.

Upon receipt of the formal written complaint, the General Manager will contact the alleged harasser(s) who will be informed of the basis of the complaint, will be given a copy of Form, and will be provided an opportunity to respond. The response shall be in writing, addressed to the General Manager, and received by the General Manager within ten (10) calendar days after being notified of the complaint. Concurrently, a formal investigation of the complaint may be commenced.

**iv) Review of Response and Findings**

Upon receipt of the response, the General Manager may further investigate the formal complaint. Such investigation may include interviews with the complainant, the accused harasser(s), and any other persons determined by the General Manager to possibly have relevant knowledge concerning the complaint. This may include victims of similar conduct.

Factual information gathered through the investigation will be reviewed to determine whether the alleged conduct constitutes harassment, giving consideration to all factual information, the totality of the circumstances including the nature of the verbal, physical, visual, or sexual conduct and the context in which the alleged incident(s) occurred.

The results of the investigation and the determination as to whether harassment occurred shall be final and binding and will be reported to appropriate persons including the complainant, the alleged harasser(s), the supervisor, and the division head within twenty (20) calendar days from the receipt of the response.

**G. *Disciplinary Action***

If harassment is determined to have occurred, the General Manager shall take prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense, up to and including termination from employment. If discipline is imposed, the nature and extent of the discipline will not be divulged to the complainant.

**H. *Retaliation***

Retaliation in any manner against a person for filing a harassment charge or initiating a harassment complaint, testifying in an investigation, providing information or assisting in an investigation, is expressly prohibited and subject to disciplinary action up to and including termination. The General Manager will take reasonable steps to protect the victim(s) and other potential victims from further harassment, and to protect the victim(s) from any retaliation as a result of communicating the complaint. Employees also are protected by California law against retaliation for opposing harassment, or filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing or the Fair Employment and Housing Commission.

**I. *Confidentiality***

Confidentiality will be maintained to the fullest extent possible in accordance with applicable Federal, State and local law.

**J. *False Complaints***

Knowingly, falsely accusing someone of harassment or otherwise knowingly giving false or misleading information in an investigation of harassment will result in disciplinary action, up to and including, termination of employment. This section is not intended to discourage employees from making complaints regarding job-based harassment. However, false complaints adversely impact the workplace and the career of the accused, even when disproved, and will not be tolerated.



### ***K. Limitations***

The use of this procedure is limited to complaints related to discriminatory workplace harassment on the basis of race, religious background, color, national origin, ancestry, disability, medical condition (including cancer), marital status, veteran status, political affiliation, workers' compensation record, pregnancy, sexual orientation, gender, gender identity or age (40+). All other complaints shall be handled through the Employee Grievance Procedure as established in this Handbook (see Non-Disciplinary Conflict Resolution section on page 40).

### ***L. Distribution***

This policy shall be disseminated to all employees, supervisors and managers of SAWPA. Any questions, concerns or comments related to this policy should be directed to the General Manager.

Harassment or discrimination on the basis of race, religious belief, color, national origin, ancestry, medical condition, marital status, sex, age, disability, gender identity, sexual orientation, or bringing forward a complaint based on any of these categories is against SAWPA's standards of conduct, is prohibited by State and Federal regulations and constitutes a violation of SAWPA policy for any employee, including officials, managers and supervisors. SAWPA will not tolerate any such harassment or discrimination of its employees, and will take corrective action when this policy is violated.

### ***M. External Reporting Procedure***

- Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors or others may file a complaint with the California Department of Fair Employment & Housing or the Fair Employment and Housing Commission ("DFEH"). The phone number for DFEH is located in the phone book under government agencies. DFEH also maintains a website.
- Charges filed with the DFEH are investigated by the DFEH.
- In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not settled, DFEH may issue a determination on the merits of the case.
- Where a case is not settled and the DFEH finds a violation to exist, it can prosecute the charging party's case before the Fair Employment & Housing Commission ("FEHC"). Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee or former employee include possible reinstatement to a former job, award of a job applied for, back pay, front pay, attorneys' fees and, under appropriate circumstances, actual damages and/or administrative fines. In the alternative, DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

## **2. Workplace Violence**

SAWPA has adopted the following workplace violence policy to ensure a safe working environment for all employees.

SAWPA has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons on SAWPA premises and at SAWPA-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event that you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage SAWPA property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

SAWPA's workplace violence program is described in detail in the Illness and Injury Prevention Program (IIPP).

## **IX. SAFETY**

### **1. Safety Plan**

SAWPA employees are sometimes required to visit construction project areas, perform work in laboratories; perform operations, maintenance, and repair activities on the Brine Line; or work in other hazardous or potentially hazardous areas. Those participating in such assignments shall wear appropriate protective clothing and equipment as a precaution against injury. Such protective equipment may be obtained from the appropriate supervisor.

SAWPA maintains an Injury and Illness Prevention and Safety Plan (Safety Plan) containing detailed safety regulations applicable to all employees working in the following areas:

- Office Environment
- Construction Management
- Field Reconnaissance
- Operations and Maintenance of the Brine Line

Copies of the Safety Plan are made available to all employees and generally are reviewed at staff meetings annually.

The full and complete cooperation of all employees in preventing accidents is required. Compliance and observance of safety rules is mandatory. SAWPA management always welcomes suggestions for improvement of working conditions and the elimination of hazards.

Personnel visiting, inspecting, or working on a construction job site, performing O&M of the Brine Line, or performing field reconnaissance, must comply with the Federal and State Occupational Safety Health

Act (OSHA), as well as owner's and construction contractor's regulations, and must use protective clothing and/or equipment provided by SAWPA. Employees are responsible to comply with OSHA regulations and must use safety equipment supplied, such as hard hats, safety shoes, etc.

All "on-the-job" injuries, no matter how slight, MUST be reported immediately to the employee's supervisor, who then promptly files a written report with Human Resources. SAWPA maintains Workers' Compensation insurance, which has provision for payment of medical expenses and other expenses resulting from "on-the-job" injuries (see Workers Compensation section).

## **2. Workers' Compensation**

Whenever an employee sustains an injury or disability arising out of and in the course of SAWPA's employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code, Section 4600 et seq., and shall receive compensation for hours not worked while obtaining such medical care. For more information, see SAWPA's Injury and Illness Prevention and Safety Plan.

In order to minimize serious disability due to on-the-job injuries and to reduce the effect to SAWPA's injured employees, SAWPA has developed a policy to deal with time loss claims in which the employee may be offered temporary modified work. Modified jobs may be offered after obtaining from a qualified treating physician the injured employee's physical limitations or restrictions. "Modified" might be the employee's regular job, modified by heavier tasks being assigned to other employees; a different regular job currently existing at the workplace; or a job, which is specifically designed around the employee's restrictions.

The modified job, if offered, is a temporary adjustment, and will be limited to 120 calendar days. Each case will be assessed individually, and the modified job may be extended an additional 90 calendar days at the General Manager's discretion. Modified work may not be offered in every instance. Whenever an employee is compelled by a physician to be absent from duty on account of injury or disability, such employee shall be placed on Workers' Compensation Leave. The employee shall receive full compensation for the first three (3) days following the day of the injury. Thereafter, the employee may elect to apply to such absence pro-rated sick leave or vacation if sick leave is exhausted, to receive compensation in an amount equal to the difference between the compensation entitled under the Workers' Compensation Act and the regular pay, not to exceed the amount of accrued leave. An employee who is receiving Workers' Compensation shall continue to accrue sick leave and vacation.

Workers' Compensation benefits begin with the fourth consecutive calendar day of missed work; however, if the absence continues beyond fourteen (14) days, Workers' Compensation will then pay the applicable benefits for the first three (3) days of missed work. When this occurs, the employee will be docked for the first three (3) days that SAWPA previously paid him/her in an amount equal to the Workers' Compensation benefits received.

Employees and supervisors are required to complete the prescribed forms whenever an employee is injured and/or placed on Workers' Compensation Leave. All forms are defined in the Workers' Compensation Industrial Accident Procedure.

### **A. Return to Work (RTW) Policy**

An employee who has been absent from work due to an injury, illness, or disability is subject to a Return to Work (RTW) medical evaluation by a SAWPA appointed physician when SAWPA has a genuine reason to doubt whether the employee can perform his or her essential job functions. RTW medical evaluations are conducted to determine whether an employee has a medical condition that impacts the employee's ability to perform on the job without any substantial risk of injury to the employee or others.

The degree of complexity of the RTW medical evaluation may differ depending upon the circumstances of the leave, changes in job demands and/or inquiries with or between appropriate management staff and/or the employee's physician. Full consideration will be given by SAWPA to reasonably accommodate the employee.

### ***B. Return to Work from Industrial Injury or Illness***

The decision to return an employee to work or place an employee back on the job with or without modified work, shall be made by the General Manager, independent of any decision made in the workers' compensation process. However, full consideration will be given by SAWPA to reasonably accommodate the employee and the following guidelines will be followed:

- If the employee can perform all essential duties of their job classification without work restrictions and the absence has not been longer than 30 calendar days, the employee shall be returned to work.
- If the employee can perform all essential duties of their job classification, but with temporary work restrictions or there has been an absence of 30 calendar days or more, a review of such work restrictions and their impact on the employee's ability to perform the essential duties of their position will be conducted. An employee will be returned to work if the work restrictions are compatible with all essential duties of the job or modified job, if available.
- If it is determined that the essential duties of the position last held by the employee are not compatible with the employee's work restrictions and the employee is willing to return to work, placement in an alternative position, if available, will be considered. If no job is available, the employee shall be re-classified as "medically disqualified" and placed on Health Leave while alternative positions are being considered. Health Leave shall be without pay; however, the employee may elect to use accrued leave hours, such as vacation or sick leave to receive compensation. Placement of an employee in an alternative position will not be authorized without approval of the General Manager and the employee's primary treating physician.
- If, following an interactive process meeting, it is determined that the job demands of the position last held by the employee are not compatible with the employee's restrictions and there is not an alternative position, or the employee's restrictions are not compatible with an alternative position, or the employee is not willing to return to work, the employee shall be re-classified as "medically disqualified" and placed on Health Leave. Thereafter, once the employee's primary treating physician determines that all work-related injuries or illnesses are permanent and stationary, and if the employee still cannot return to work or be reasonably accommodated in their current position or another position, the employee shall be retired for disability or be terminated from employment due to medical disqualification. Before terminating employment, SAWPA will meet its legal obligations to apply for CalPERS

disability retirement on behalf of the employee and hold any requested interactive meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

### **C. Return to Work From Non-Industrial Injury or Illness**

An employee who has been absent from work due to an injury, illness, or disability is subject to a RTW medical evaluation by a SAWPA appointed physician when SAWPA has a genuine reason to doubt whether the employee can perform his or her essential job functions. Based on the findings of the RTW medical evaluation the following guidelines shall be followed:

- If the employee can perform all essential duties of their job classification but with temporary work restrictions, a review of such work restrictions and their impact on the employee's ability to perform the essential duties of their position will be conducted. An employee will be returned to work if the work restrictions are compatible with all essential duties of the job or modified job, if available.
- If, following an interactive process meeting, it is determined that the essential duties of the position last held by the employee are not compatible with the employee's work restrictions and the employee is willing to return to work, placement in an alternative position, if available, will be considered. If no job is available, the employee shall be reclassified as "medically disqualified" and placed on Health Leave while alternative positions are being considered. Health Leave shall be without pay; however, the employee may elect to use accrued leave hours, such as vacation and sick leave to receive compensation. Placement of an employee in an alternative position will not be authorized without approval of the General Manager and the employee's primary treating physician.
- If it is determined that the job demands of the position last held by the employee are not compatible with the employee's restrictions and there is not an alternative position, or the employee's restrictions are not compatible with an alternative position, or the employee is not willing to return to work, the employee shall be reclassified as "medically disqualified" and is subject to termination from employment due to medical disqualification. Before terminating employment, SAWPA will meet its legal obligations to apply for CalPERS disability retirement on behalf of the employee and hold an interactive process meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

#### **i) Non-Work Related Health Leave**

When an employee becomes disabled as a result of a non-work related injury or illness, including childbirth or related medical conditions, they shall be placed on a Health Leave. Before being placed on Health Leave, however, an employee may choose to use their vacation pay, floating holiday and sick leave, so that SAWPA's portion of medical, life insurance, and other SAWPA provided benefits will continue to be paid until the employee begins to receive long-term disability insurance benefits. While on Health Leave, an employee shall not earn sick leave or vacation, or be entitled to pay for holidays and SAWPA granted days off, but will have the right to continue with other

SAWPA benefits, such as medical insurance, life insurance, etc., at the employee's expense. Contributions to CalPERS will cease until the employee is back on SAWPA's payroll.

At the conclusion of Health Leave, which has not exceeded six (6) months duration, the employee shall return to the duties of the position within the classification to which they were assigned providing their attending physician verifies they are fully able to resume all the responsibilities and duties of their positions and such positions exist. If, at the conclusion of six (6) months from the first day of injury or illness, the employee is still unable to resume the duties of their positions, SAWPA may consider their positions vacated and take the necessary steps to fill them. When and if such employee on Health Leave is able to resume the duties of their positions, as verified by their attending physician's certifications, they will be considered for the first vacancy in the classification of their previous assignments or for any positions for which they are qualified. Their reassignment to duty will take preference over all other applicants for employment for the position for which they are qualified except those laid off for lack of work or funds or those seeking to return from a Work-Related Disability Leave. Before terminating employment, SAWPA will meet its legal obligations to apply for Cal-PERS disability retirement on behalf of the employee and hold any requested interactive meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

### **3. Heat Illness**

SAWPA is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the prevention of heat illness. Please refer to the Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

### **4. Ergonomics**

SAWPA is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. SAWPA will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. SAWPA encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

SAWPA believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

### **5. Recreational Activities and Programs**

SAWPA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## 6. Security

SAWPA has developed guidelines to help maintain a secure workplace.

- Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
- Report any suspicious persons or activities to security personnel.
- Secure your desk or office at the end of the day.
- When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible.

The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities or when keys are missing.

SAWPA's workplace security program is described in detail in the Illness and Injury Prevention Program (IIPP).

## 7. Driving

SAWPA staff shall use the mode of transportation that provides the highest value to the Agency. Cost, availability, and other factors shall be reviewed when deciding on public transportation, rental car, SAWPA owned/leased vehicle, or privately owned vehicle (paid as mileage).

### **A. Use of Agency Vehicles**

SAWPA owned, leased, or rented vehicles will be used only for Agency business and shall not be issued to an individual for personal use. Employees who are required to drive an Agency vehicle or their own vehicles on SAWPA business will be required to show proof of current valid driver's license and current effective insurance coverage.

SAWPA may request that an individual use a SAWPA vehicle on-call, for emergency response, or for employee use such as driving the vehicle home for an early morning departure or other use that may involve having the vehicle at an employee's home. If this is done, all miles driven for commuting or incidental personal use will be reported to the Finance Department on a weekly basis. Miles driven for incidental personal use or commuting must be reported to the IRS as income.

Notwithstanding the previous statement, use of a rental car on travel for incidental personal use will not be added or prohibited unless it increases the cost of the rental. The increase will then be accounted for by the employee. Additionally, fuel costs shall not be reported separately unless significant. SAWPA insurance may not cover any damage or liability during the personal use of the vehicle and employees should check with their insurance for coverage or consider personally paying for the Damage or Liability Waiver.

Vehicle maintenance is the responsibility of all users of the vehicle and any needs or requirements shall be reported to the Executive Manager of Engineering and Operations. The vehicle should always be left with fuel and in proper operating condition.

If the vehicle is used for a specific project, the mileage should be charged to the project, program or fund.

Absent an emergency or without specific written authorization, only SAWPA employees shall operate vehicles owned, leased, or rented by SAWPA.



### ***B. Use of Personal Vehicles***

Employees who drive their own vehicles on SAWPA business will be reimbursed for mileage at the rate set by the IRS at the beginning of every calendar year. An Expense Report must be completed and submitted for approval to the supervisor and General Manager prior to reimbursement.

## **8. Cell Phone Use While Driving**

SAWPA employees are prohibited from using cell phones while driving on SAWPA business and/or SAWPA time, unless you use a hands-free device.

Texting (i.e., writing, sending, or reading text-based communication including text messaging, instant messaging, and e-mail) on a wireless device or cell phone while driving is also prohibited by law.

## **9. Smoking and Vaping**

SAWPA is a smoke-free environment. No smoking or vaping is allowed on SAWPA premises or at SAWPA work sites.

## **10. Work Boot Reimbursement**

SAWPA employees that regularly work in the field, including operations and pretreatment staff, are eligible for reimbursement of expenses for the purchase of work boots, as set forth in [Appendix 3](#). Work boots shall meet the requirements of Program 20 - Personal Protective Equipment Program of the SAWPA Injury and Illness Prevention Plan.

Employees must submit a receipt along with a standard SAWPA Expense Form, which is subject to the approval of the General Manager.

# **X. EXPENSE REIMBURSEMENT**

## **1. Education Reimbursement**

### ***A. Eligibility for Education Reimbursement***

Full-time employees performing their job satisfactorily are eligible for reimbursement after completion of the six-month introductory period.

Eligible courses are those taken for credit and related to the work of the employee's position, occupation, or advancement within SAWPA. This includes prerequisites for work-related courses and those that are required to obtain a degree in a work-related field.

Eligible courses are those taken at an accredited institution. Correspondence courses from reputable institutions will be considered by the General Manager when equivalent courses are

not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.

Courses shall be taken on the employee's time, unless special circumstances warrant otherwise, and prior arrangements have been made with their supervisor and approved by the General Manager.

### ***B. Education Reimbursement Conditions***

Expenses eligible for reimbursement are tuition, registration, parking, laboratory and material fees and books. Requests for reimbursement in excess of established calendar year limits must be approved by the General Manager and are subject to budgetary limitations. The annual cap for such reimbursement is set by the Commission.

The maximum amount of reimbursement for individual classes will be limited to the cost of tuition in the California State University system, or the actual cost of individual classes/certificate programs taken through the University of California Extension Program (when applicable). If an employee chooses to attend an accredited institution whose cost is higher than these programs, the employee must pay the difference between the two.

Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of "C". For graduate work, a grade acceptable for credit from the institution must be earned.

Funds received from all other sources (such as scholarship grants or Veterans Educational Benefits) must be applied toward the cost of the course before SAWPA's reimbursement is applied.

### ***C. Education Reimbursement Procedure***

The employee shall complete the Tuition Reimbursement Form and submit it to the supervisor and the General Manager for approval prior to beginning the course. Upon satisfactory completion of a course, the employee shall submit a grade report along with receipts of eligible expenses itemized on an Expense Report for approval.

Upon supervisor approval, a reimbursement check will be drawn at the next scheduled check run.

### ***D. Licensing, Certification, or Professional Continuing Education***

Training and fees associated with licensing, certifications, accreditations that are required by the employee's job description, or mandatory professional continuing education to maintain such credentials, will be paid for by SAWPA. For training of this type for credentials that are not required, but that are job related, SAWPA may cover all or part of the expense, in the discretion of the General Manager. The employee should coordinate with his or her supervisor regarding direct agency payment the reimbursement method to be used.

## **2. Travel and Other Expenses**

SAWPA has established a Travel and Expense Policy for reimbursement of expenses incurred by employees while working to further the accomplishments of SAWPA goals and objectives. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

## **3. Credit Card Policy**

SAWPA has established a Credit Card Policy for those employees that are issued credit cards that are to be used when performing duties on behalf of SAWPA. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

# **XI. LEAVING SAWPA**

## **1. Voluntary Resignation**

Voluntary resignation results when an employee voluntarily quits employment at SAWPA.

The effective date of an employee's resignation is the day following the final day worked. Benefits continue through the last day of the month of the final day worked. Employees who are resigning from SAWPA and who desire to leave in good standing shall give at least two weeks' written notice, which the supervisor shall submit to the General Manager.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued within 72 hours of the last day worked.

## **2. Layoff**

A layoff is a temporary or permanent termination of employment initiated by SAWPA due to lack of work, position or job elimination, or budgetary reasons. In case of layoff, an employee with one or more years of service with SAWPA shall receive as much notice as possible, and SAWPA will use its best efforts to provide at least 15 calendar days' notice.

When an employee is given a notice of layoff, it is expected that the employee will actually be on the job and available for assignment through the last day for which he or she receives regular pay. At the discretion and approval of the General Manager, the employee may be permitted a limited amount of paid or unpaid time off for job interviews.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued on the last day worked.

### **3. Job Abandonment**

Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Human Resources Department at the end of the third workday and initiate the paperwork to terminate the employee.

Employees who are terminated due to job abandonment are ineligible for rehire. However, an appeal may be made in writing to the immediate supervisor. If it is determined that there were extenuating circumstances for the absence and failure to notify, the employee may be reinstated.

A final paycheck will be prepared within 72 hours of termination and will be held at SAWPA unless a written request to mail the paycheck along with a current address is provided.

The effective date of an employee's termination is the day following the third day missed. Benefits continue through the last day of the month of the final day worked.

All SAWPA property must be returned on the final day of employment.

### **4. Involuntary Termination**

Involuntary termination results when an employee violates SAWPA policies and rules, which may warrant disciplinary action (outlined in [Appendix 2](#)).

The effective date of an employee's termination is the day following the final day worked. Benefits continue through the last day of the month of the final day worked.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued on the last day worked.

### **5. Retirement**

Employees who wish to retire should notify their supervisor as well as Human Resources in writing at least three (3) months before the planned retirement date.

All SAWPA property must be returned on the final day of employment.

Employees hired before July 1, 2005, are eligible for retiree medical benefits. Please see the Employment Benefits section on page 25 for more information.

### **6. Exit Interview**

The General Manager will interview employees leaving SAWPA and will have the reasons for termination clearly stated in writing for inclusion in the employee's permanent personnel record.

All termination forms must be signed at the exit interview and all SAWPA property (i.e., cell phone and accessories, credit cards, keys, etc.) must be returned at that time.

Termination is a general term used to refer to separation of employment such as voluntary resignation, layoff, job abandonment, involuntary termination, and retirement.

## **7. Benefits Paid upon Termination**

An employee will be paid for work actually performed up to, and including, the day of discharge. Any accrued vacation to be paid by SAWPA will be prorated to that date. Any unused accrued sick leave shall be paid to that date based on the schedule set forth in the Leaves of Absence Section. Upon retirement, an employee may elect to convert all or part of their unused accrued sick leave balance to CalPERS service credit. For more information on calculating service credit, contact CalPERS.

## Confirmation of Receipt

### Receipt of Personnel Handbook Santa Ana Watershed Project Authority

I, \_\_\_\_\_, have received my copy of the Personnel Handbook for Santa Ana Watershed Project Authority and I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Personnel Handbook. I also understand that a breach of the terms and policies may result in disciplinary action, up to and including termination.

I understand the contents of this Handbook constitute only a summary of the Employee benefits, personnel policies, and employment regulations in effect at the time of publication. I understand this Handbook should not be construed as creating any kind of "employment contract" and Santa Ana Watershed Project Authority has the ability to add, change, or discontinue benefits, policies, or other working conditions as it deems appropriate, without obtaining another person's consent or agreement.

I agree that my employment with the Santa Ana Watershed Project Authority is at will, as set forth in the At-Will section of the Handbook, and that this agreement on at-will employment status is the sole and entire agreement between me and the Santa Ana Watershed Project Authority, regarding the term of my employment and the termination thereof; and I further agree that this agreement and at-will employment status cannot be changed in any way, whatsoever, except in a writing which has been approved by the Santa Ana Watershed Project Authority Commission.

I understand that my supervisor, the General Manager, and any other executive member of management are willing to explain any portion of the Handbook that I may wish to discuss or about which I have a question.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Appendix 1: Non-Exempt/Exempt Positions

### **Non-Exempt**

Accountant I, II  
Accounting Technician I, II  
Administrative Assistant I, II  
Brine Line Pipeline Operator I, II  
Brine Line Operations Superintendent  
Business Analyst I, II  
[Clerk of the Board](#)  
Executive Assistant  
GIS Analyst I, II  
[Information System Analyst I.II](#)  
Intern  
Pretreatment Program Technician I, II  
Senior Accountant  
Senior Accounting Technician  
Senior Administrative Assistant  
[Senior Brine Line Pipeline Operator](#)  
Senior Pretreatment Specialist

### **Exempt**

Administrative Services Manager/~~Clerk of the Board~~  
[Communications Specialist](#)  
Controller  
Deputy General Manager/Chief Financial Officer  
[Engineer/Senior Engineer/Principal Engineer](#)  
Engineering Manager  
[Executive Manager of Engineering & Operations](#)  
General Manager  
GIS Project Manager  
Information Systems and Technology Manager  
Manager of Permitting & Pretreatment  
[Manager of Operations](#)  
Operations Manager  
Program Manager  
Project Manager  
[Project Specialist](#)  
[QC Manager](#)  
[Senior GIS Manager](#)  
Senior Project Manager  
~~Senior Watershed Planner~~  
[Watershed Manager/Senior Watershed Manager/Principal Watershed Manager](#)

Water Resources and Planning Manager  
~~Watershed Planner~~



## Appendix 2: Disciplinary Action Guidelines

### ***Disciplinary Action—Job Performance***

The rules set forth below are intended to provide employees with fair notice of what is expected of them. It is not possible, however, to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of SAWPA, other employees, or the public, also may result in disciplinary action, including termination.

The General Manager shall have the authority to discipline, including termination, any employee in accordance with these guidelines.

### ***Employee Disciplinary Action***

This policy shall be implemented through the procedures and specific guidelines which follow:

1. Disciplinary actions shall be commensurate with the seriousness of the offense.
2. Implementation of discipline to be successful should be:
  - **Prompt** – initiate personnel investigation within 24 hours in most situations.
  - **Impartial** – all employees should be treated fairly.
  - **Consistent** – similar offenses should be treated in a similar manner.
  - **Fair** – with regard to employee's past record and responsibilities.
  - **Corrective** – intent should be to prevent future problems.
  - **Given with Advance Warning** – employees should know that specific actions or omissions would result in disciplinary action up to and including discharge.
  - **Followed Through** – enforcement is consistent.
3. Key Factors in Analyzing Disciplinary Problems:
  - Seriousness of the problem.
  - Length of employment.
  - Frequency and nature of the problem.
  - Employee's work history.
  - Mitigating factors.
  - Degree of orientation, training, or experience previously provided the employee.
  - Existing disciplinary practices and guidelines.
  - Implications for other employees.
  - Management policies.
  - Safety implications for other employees and/or the general public.

## **Sample Offenses**

Disciplinary action may be based upon any of the following:

***At fault major accident including driver or second party injury***

Same as *Vehicle Accident* below, but the accident results in injury.

***Carelessness or neglect that results in a safety or health hazard to another employee or the public***

***Chronic absenteeism/tardiness***

Frequent and continuous unscheduled absences of an individual for reasons other than absences resulting from on-the-job injuries, where such continuous absences substantially reduce the reliability and dependability of the individual to perform his assigned duties, and where they exceed the established standards of the organization.

***Conducting non-SAWPA related activities on SAWPA time***

The conduct of non-SAWPA related activities on SAWPA time to the extent it interferes with the performance of assigned duties.

***Conviction of an act defined as a felony***

To be convicted of committing an act defined as a felony under the laws of the State of California or the United States. The nature of the conviction would determine the appropriate disciplinary action.

***Conviction of an act defined as a misdemeanor involving moral turpitude***

To be convicted of an act defined as a misdemeanor involving moral turpitude under the laws of the State of California or the United States. The nature of the conviction would determine the appropriate disciplinary action.

***Discourtesy to the public, a supervisor, or another employee***

Verbal or physical conduct that displays or exhibits a lack of respect to members of the public, a supervisor, or another employee.

***Failure to carry out responsibilities and/or authority as set forth in the SAWPA safety rules***

Any inappropriate action or failure to act in accordance with an employee's responsibilities and/or authority as set forth in the SAWPA safety rules.

***Failure to follow directions or procedures***

Failure of an individual to follow a specific direction given or a known and routine procedure in the course of his duties without willful intent where such direction or procedures involve minor or routine matters.

***Failure to maintain minimum job requirements***

The failure to maintain required skills, abilities, and certifications as stipulated in official SAWPA job description for the employee's classification.

***Failure to perform assigned work***

The failure to perform work assigned or required in the accomplishment of job duties in a timely manner.

***Falsifying official reports***

An intentional presentation of inaccurate, incomplete, or false data on any report or other work product. Those reports which have a legal status (i.e., police reports, official statements, etc.) shall be considered a more serious category within this offense.

***Fraud in securing and/or maintaining employment***

To falsify any information provided or to be misleading by the information provided, including omissions, in an attempt to gain, secure, or maintain employment with SAWPA.

***Illegal drug possession or use***

The possession or use of any illegal drug.

***Improper conduct toward the public***

To act in an insulting, provocative, intimidating, or flagrantly discourteous manner toward any member of the public.

***Improper political activity***

Use of SAWPA time or materials to promote a specific political position or candidate.

***Incompetence***

The inability to meet the standards of performance established for the position held due to lack of skill, knowledge, or ability.

***Inexcusable neglect of duty***

To perform a duty or act in a negligent manner or to fail to perform assigned or known duties and obligations that are critical in nature.

***Insubordination***

Actions by an individual that clearly and obviously indicate a resistance or defiance of a Supervisor's authority or clearly treat the supervisor with disrespect, including the use of obscene or threatening language or acting in a violent or intimidating manner.

***Loss of equipment through neglect***

To misplace or lose SAWPA equipment through negligence or lack of safeguarding.

***Misuse of SAWPA time***

The use of SAWPA time for activities inappropriate in the work place (i.e., horseplay, loafing, creating disruption between employees, etc.).

***Misuse or damage of SAWPA property or equipment***

The use of SAWPA property or equipment for purposes not intended, or in such a manner for which the equipment is not designed, or which is unsafe; or damage to property or equipment due to negligence.

***Non-approved leave***

An individual being absent from the work place without proper authorization for a period of time less than the normal workday.

***Non-approved absence without leave***

Being absent from the workplace without proper authorization for a full workday or shift. Each such absence shall be considered a separate offense.

***Physical assault or battery***

To physically intimidate or attack another individual through the use or intended use of force.

***Physical or mental disability***

The presence of some physical or mental disability, as determined by an authorized medical physician, that prohibits or interferes with an individual's ability to successfully achieve the established standards of job performance or to perform the essential duties of the position. Based on the employee's disability, full consideration will be given by SAWPA to reasonably accommodate the employee.

***Possession of an open alcoholic beverage container or use during the working hours***

The possession of an open alcoholic beverage container or use of alcohol during working hours on SAWPA property.

***Selling or dispersion of drugs***

The attempt, intent, or actual sale or dispersion of drugs to another individual.

***Sexual harassment***

See SAWPA Harassment Policy Statement.

***Tardiness***

Failure to report to work or return from breaks or meals at scheduled times.

***Theft***

The theft of SAWPA property or property of another individual.

***Untruthfulness***

Providing false information or withholding accurate and complete information from a supervisor when such information would be routinely provided as a function of normal job duties or as specifically requested.

***Vehicle Accident***

A vehicle accident involving SAWPA equipment in which the investigating law enforcement agency determines the employee was at fault, and where the resulting damage was minor or major in nature.

***Violation of Federal, State or local laws***

The conviction of minor infractions and misdemeanors committed while on duty.

***Violation of a SAWPA safety regulation***

The violation of any of the regulations specified in the SAWPA safety rules.

***Violation of SAWPA rules and regulations, policies, and procedures except for unauthorized use of SAWPA vehicles***

See SAWPA policies, rules, and ordinances for specifics.

***Violation of traffic laws***

See Ordinance No. 49, as amended.

***Willful disobedience***

The intentional and willful failure of an individual to follow specific verbal or written directions or instructions of a supervisor.

***Working under the influence of an intoxicating substance***

Being on SAWPA property or operating SAWPA vehicles or equipment while under the influence of an intoxicating substance, which includes but is not limited to, alcohol or any other drug, glue, paint thinner, etc., which causes substantial impairment of motor or mental abilities.

***Types of Disciplinary Actions***

- Counseling
- Oral Reprimand
- Written Reprimand
- Suspension Without Pay for 5 days or less
- Suspension Without Pay in Excess of 5 Days
- Reduction in Pay
- Demotion
- Discharge

***Procedural Guidelines for Disciplinary Actions***

Generally, a regular employee is apprised of the disciplinary action, given the reasons for that action, given a copy of any supporting documentation, and given a chance to respond to the action, either orally or in writing, by explaining his or her side of the story. SAWPA has provided the process described here to ensure that discipline is both effective and fair, but not to alter the at-will status of any employee.

***Informal Discipline***

***Counseling***

This step in the progressive disciplinary process includes any informal discussion with an employee designed to assist the employee to fully develop skills and abilities. When there is a disciplinary problem, counseling is usually the first action taken to assist the employee in clarifying and resolving the problem. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, or seek information. It is especially important that this step be taken promptly to avoid the need to escalate the disciplinary action.

Counseling is usually done by the immediate supervisor, but may be done by any supervisory staff up to and including the General Manager.

***Oral Reprimand***

Oral reprimands should be given by supervisors when counseling has failed to produce the desired changes. The supervisor should follow the same procedures as in the counseling interview, but must also inform the employee that an oral reprimand is being given.

An oral reprimand may be given by the immediate supervisor or any supervisory staff up to and including the General Manager.

## **Formal Discipline**

### **Written Reprimand**

If counseling and oral reprimands have failed to resolve a problem, a written reprimand is often the next step in progressive disciplinary action.

A written reprimand is a formal notice to the employee that further disciplinary action may be taken unless performance or behavior improves.

A written reprimand may be presented by any supervisor up to and including the General Manager.

### **Suspension without Pay**

This form of discipline normally would be the next step where counseling and reprimands have failed to achieve correction of unacceptable behavior, although it may be used as a first form of discipline for some offenses. This action shall only be initiated upon the General Manager's review. An employee may be put on Administrative Leave with pay where the employee's continued presence may be disruptive or constitutes a danger to the safety of the employee or others in the opinion of his supervisor, or in the opinion of any superior in the chain of command above the supervisor.

### **Demotion or Reduction in Pay**

Demotion to a position with a lower salary range or a reduction in pay to a lower paying salary step shall be used primarily in response to an employee's failure to maintain minimum job requirements, incompetence or an inability to perform the essential duties of a position. It may also be used, however, for any form of misconduct. Such action shall be reviewed and approved by the General Manager and finalized as a written order of discipline.

### **Discharge**

Permanent termination of an employee's employment with SAWPA is a decision of the General Manager. Termination decisions may be appealed to the SAWPA Commission on the grounds that the decision has a prohibited basis. The termination decision is effective while the appeal process is pending.

## **Urgent Circumstances**

Under urgent circumstances, an employee may be removed or ordered from the work place without following the guidelines outlined above and be placed on administrative leave with pay if, in the opinion of the employee's supervisor or other superior officer, the continued presence of the employee may create a risk of harm to the employee or to others. In such case, the employee's supervisor shall document the circumstances that give rise to said risk of harm.

**Appendix 3:**  
**Reimbursement Caps (Effective ~~July 1, 2020~~)**

| Program                  | Limit                      | Per              |
|--------------------------|----------------------------|------------------|
| <del>Medical Cap</del>   | <del>\$1,781.93</del>      | <del>Month</del> |
| Wellness Program         | \$150.00                   | Fiscal Year      |
| Professional Memberships | \$300.00                   | Fiscal Year      |
| Work Boot Reimbursement  | \$175.00                   | Fiscal Year      |
| Education Reimbursement  | <del>\$5,250</del> ,400.00 | Calendar Year    |



**Appendix 3:**  
**Reimbursement Caps (Effective ~~July 1, 2020~~)**

| Program                  | Limit                                     | Per           |
|--------------------------|---|---------------|
| Medical Cap              | <del>\$1,781,931</del> <u>\$1,994,000</u> | Month         |
| Wellness Program         | \$150.00                                  | Fiscal Year   |
| Professional Memberships | \$300.00                                  | Fiscal Year   |
| Work Boot Reimbursement  | \$175.00                                  | Fiscal Year   |
| Education Reimbursement  | <del>\$5,250,400</del> <u>\$5,250,400</u> | Calendar Year |

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**SANTA ANA WATERSHED PROJECT AUTHORITY**

**PERSONNEL HANDBOOK**

Amended and Adopted on June 20, 2023

(This Personnel Handbook supersedes all previously adopted Personnel Handbooks)



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# **I. HANDBOOK OVERVIEW AND INTERPRETATION**

## **1. Welcome!**

Welcome! As an employee of the Santa Ana Watershed Project Authority (SAWPA), you are an important member of a team effort. We hope that you will find your position with SAWPA rewarding, challenging, and productive.

SAWPA was formed in 1968 to plan and build facilities to protect water quality in the Santa Ana River Watershed. The organization is a joint powers authority (JPA) composed of five major water/wastewater districts (“member agencies”) located in the Santa Ana River Watershed: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District.

The Santa Ana River is the largest stream system in southern California. The river begins high in the San Bernardino Mountains and flows over 100 miles southwesterly where it discharges to the Pacific Ocean in Huntington Beach. The Santa Ana River Watershed, which receives an average annual rainfall of about 13 inches, covers over 2,840 square miles of widely varying terrain. This area includes parts of San Bernardino, Riverside, and Orange Counties, and a small portion of Los Angeles County.

## **2. Organization**

The affairs of SAWPA are governed by a Commission, composed of representatives from each of the five member agencies. The General Manager is directly responsible to the SAWPA Commission for the administration of policies established by the governing board. To assist the General Manager, SAWPA employs a staff consisting of administrative, technical, and other personnel as required to support agency priorities and activities. All references to the General Manager shall include the General Manager’s designee(s).

## **3. Right to Revise the Personnel Handbook**

This personnel handbook contains the employment policies and practices of SAWPA in effect at the time of publication. This document defines and describes policies and procedures for employees of SAWPA. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

SAWPA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be approved by the Commission.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

Nothing in this personnel handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment or any other benefits for any employee. This Handbook is not an employment contract, and signing an

acknowledgement of receipt of this handbook is not the execution of a contract.

Your supervisor or manager will be happy to answer any questions you may have.

## II. INTRODUCTION TO EMPLOYMENT

### 1. Equal Employment Opportunity

SAWPA is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the most qualified persons in every job. SAWPA policy prohibits unlawful discrimination based on race, color, creed, gender, gender identity, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such unlawful discrimination is **prohibited**.

SAWPA is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** persons involved in SAWPA operations and prohibits unlawful discrimination by any employee of SAWPA, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, SAWPA will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact SAWPA Human Resources and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. SAWPA then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. SAWPA will attempt to identify possible accommodations, if any, that will help eliminate the limitation. SAWPA will take every opportunity to ensure that reasonable accommodations are made, without imposing undue hardship.

If you believe you have been subjected to any form of unlawful discrimination, submit a written or verbal complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the General Manager. SAWPA will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If SAWPA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense up to and including termination. Appropriate action also will be taken to deter any future discrimination. SAWPA will not retaliate against you for filing a complaint in good faith and will not knowingly permit retaliation by management employees or your coworkers.



## **2. Employment Conditions**

Applicants and employees must provide the necessary documentation to prove identity and the right to work in the United States in accordance with Federal Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection and/or immediate termination. All new employees must complete the onboarding process. Employees have up to 72 hours from their first date of employment to produce acceptable I-9 documentation. Failure to do so will result in termination.

Employment of any applicant requires the approval of the General Manager, and all letters conveying an offer of employment and/or terms and conditions of SAWPA employment, shall be specifically approved and signed by the General Manager.

The SAWPA JPA authorizes the SAWPA Commission to employ staff under the following language:

*Duties of Officers and Employees. Each and all (SAWPA) officers, employees, and assistants shall serve at the pleasure of the Commission, and shall perform such duties and shall have such powers as the Commission may determine.*

## **3. At-Will Employment Status**

SAWPA personnel are employed on an at-will basis. Employment may be terminated with or without cause, without a right to a review or an appeal (except as provided for in the Disciplinary Action Section on page 39), and with or without advance notice at any time by the employee or SAWPA. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of SAWPA has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the SAWPA Commission has the authority to make any such agreement, which is binding only if it is in writing.

## **4. Introductory Period**

Every regular employee shall serve an introductory period of six months, exclusive of time off for leaves of absence. During this time, the employee's job-related skills, knowledge and abilities, and overall job performance shall be evaluated to help determine whether or not continued employment will be offered. Effective on the first day of the month following completion of the introductory period, and if the employee's performance has been satisfactory and their retention is approved by the General Manager, the employee shall be considered thereafter a regular employee of SAWPA. At the completion of the introductory period, the employee's supervisor may conduct a written evaluation.

During the introductory period, an employee will accrue vacation and sick leave benefits; however, vacation benefits cannot be taken until and unless the employee completes the introductory period and becomes a regular employee, and sick leave cannot be taken until after ninety (90) calendar days. The General Manager may grant exceptions to this restriction for extenuating circumstances. The General Manager may extend the introductory period up to an additional one-year upon discretion. As with full-time employees, during the introductory period, an employee may be terminated by the General Manager at any time, with or without cause, with or without notice, and without right to review.

Salaries of employees in an introductory period will not be changed. Cost of Living Adjustments (COLA) will not change the salaries of such employees unless specifically described in the employee's Offer of Employment Letter.

## **5. Job Duties**

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or SAWPA. Your cooperation and assistance in performing such additional work is expected.

SAWPA reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **6. New Positions**

The General Manager is authorized to establish new positions where required in the conduct of SAWPA's affairs, subject to the approval by the SAWPA Commission.

## **7. Recruitment and Hiring Authority**

The SAWPA Commission shall expressly authorize and participate in the recruitment and selection of the General Manager, Deputy General Manager, and Executive Counsel. Filling of all other vacant positions, up to the number of positions and cost budget approved in the annual budget, are at the discretion of the General Manager

## **8. Definitions**

### ***A. Contract Employee***

An individual who is temporarily employed by entering into a written Employment Contract for a specified period of time no more than 12 months, as approved by the General Manager is a "Contract Employee". Contract employees only are eligible for those benefits as provided for in the written Employment Contract. CalPERS participation is available if a Contract employee works 1,000 hours or more in a fiscal year. A contract employee's contract may be extended after 12 months, if there is additional work to be completed.

### ***B. Exempt Employees***

Exempt employees are defined as employees who, based on duties performed and manner of compensation, shall be exempt from the Fair Labor Standards Act (FLSA) overtime rules.

Exempt employees shall be paid an established monthly or annual salary and are expected to fulfill the duties of their positions regardless of hours worked. Exempt employees are not eligible to receive overtime compensation or compensatory time off, and are not required to adhere to strict time, recordkeeping, and attendance rules for pay purposes. The current fiscal year positions (and their exempt/non-exempt status) are listed in [Appendix 1](#). This Appendix may be updated at least annually.

### **C. Interns**

Interns are defined as current students at accredited schools living within a reasonable commuting distance of SAWPA (during the time of internship) and working towards a degree that is relevant to the activities of SAWPA.

Interns are treated as part-time, temporary SAWPA employees and are subject to relevant labor laws in the State of California. Interns are budgeted positions and are approved by the General Manager prior to hire.

Interns may work no more than 960 hours in a fiscal year (July 1 – June 30). Interns also may not work more than 18 months before their term of service expires. These quantities may be less, if so stated in the *Offer of Employment* letter. At the discretion of the General Manager, an intern may be offered additional terms of service.

The intern's work schedule must be kept current with the intern's supervisor. Typically, interns are expected to average 20 hours per week, but this may be modified to suit Agency needs and the intern's schedule/availability.

The standard rate of pay for interns will be set at the current minimum hourly wage. At least once every two years, as part of the annual budget process, the General Manager will review the rate and determine whether or not an adjustment to the standard rate is appropriate. Adjustments are based on keeping in line with intern pay schedules at member agencies or other nearby local/state government agencies; these adjustments are not merit based.

Interns are not eligible for vacation or holiday time, or any other benefits as defined in this handbook, except for sick leave.

If requested by the intern, SAWPA will work with accredited colleges/universities to provide internship credit. The intern or university faculty advisor will be responsible for providing all necessary documentation or requirements for credit to the respective SAWPA Department Manager.

Interns will work on-site at SAWPA unless provided for by agreement between the Department Manager and the Intern. The Internship/Offer Letter to an individual may include other provisions not specified in this section.

### **D. Non-Exempt Employees**

Non-exempt employees are defined by and covered by the requirements of FLSA.

The current fiscal year positions (and their exempt/non-exempt status) are listed in [Appendix 1](#). This Appendix may be updated at least annually.

### ***E. Staff Augmentation***

SAWPA may contract with Personnel Services Firms and/or Temporary Labor Firms to augment staffing needs. The General Manager may authorize these staffing needs within budget as authorized by the SAWPA Commission or as authorized separately by the SAWPA Commission. Appropriate measures should be taken to ensure that such personnel are governed by agreements/contracts entered into by SAWPA, and that they are not considered employees, and that they have no rights to benefits as defined in this document.

### ***F. Part-time Employee***

An employee that is employed to work less than 35 hours per week in an authorized position on a year-round basis is classified as a part-time employee. Part-time employees will be eligible (on a pro-rated basis) for vacation and holiday pay after working 1,000 hours in a fiscal year; however, part-time employees are not eligible for medical, dental/vision insurance and tuition reimbursement.

CalPERS participation is available to part-time employees if they are scheduled to work or they have worked 1,000 hours or more within a fiscal year, as provided for in the California Public Employees' Retirement law (Government Code, Section 20305).

### ***G. Regular ("Full-time") Employee***

An employee that has served the required introductory period satisfactorily and is employed to work 2,080 hours a calendar year in an authorized position on a year-round basis is classified as a regular employee. Regular employees are entitled to certain benefits including vacation, sick leave, holidays, and are eligible for group insurance and participation in the CalPERS Retirement System.

## **9. Employment of Relatives**

Because of the nature of SAWPA's small organization and operations, relatives of SAWPA personnel may not be hired if such employment would pose problems with respect to conflicts of interest, supervision, safety, security, or morale. It is the policy of SAWPA to prohibit the appointment or continued employment of an individual under the direct or indirect supervision of a relative. Relatives may not work under the same immediate supervisor, nor in such close proximity that one relative checks or completes the work or financial operations performed by another. For purposes of this policy, a "relative" is defined as: spouse, registered domestic partner, child, stepchild, parent, brother or half-brother, sister or half-sister, grandparent, grandchild, and siblings or half-siblings of the employee's spouse or registered domestic partner.

If co-employees of SAWPA become relatives, the General Manager will assess the individual work situation and will make a reasonable effort to assign job duties so as to minimize the problems of conflicts of interest, supervision, safety, security, or morale. The General Manager shall attempt to match reasonably the severity of his/her actions to the individuals to the degree of risk and the significance of the potential harm involved. If potential conflicts of interest exist, SAWPA retains the right to disqualify one party to the relationship for a position privy to confidential matters who has a relative already in the Agency's employment, when such relationship could result in the compromise of confidential information.

If co-employees marry (or enter into a relationship similar to marriage, including a registered domestic partnership), or become related by marriage, SAWPA will make reasonable efforts to assign job duties so as to minimize problems with supervision, safety, security and morale following completion of the assessment discussed above. If such efforts prove to be unsatisfactory, SAWPA reserves its right to transfer, terminate, or reassign said employee, as may be appropriate to alleviate the concern.

### III. WORK SCHEDULE; WAGES AND HOURS

#### 1. Payment of Wages

##### ***A. Biweekly Pay Periods***

All employees of SAWPA are paid every other Friday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the last day worked before the holiday.

If you observe an error on your pay stub, please report it immediately to Finance.

Your earnings and itemized deductions are available in writing prior to deposit (via direct deposit) into your designated bank account(s). The General Manager must approve paychecks in advance issued for any reason on any other schedule.

Final paychecks will be issued on or before the next normal payday.

**Compensation will be made by the use of direct deposit.** Changes to your direct deposit information must be submitted using the employee self-service portal at least five (5) days before the pay date.

##### ***B. Timekeeping Requirements***

Accurately recording time worked is the responsibility of every employee. Federal and state laws require that SAWPA keep accurate and complete records of time worked in order to calculate employee pay and benefits.

Each employee shall maintain timesheets weekly. A timesheet is the source document for recording work and other leave history for each pay period. It also documents the distribution of time to various SAWPA projects. Staff shall, under no circumstances, charge time to efforts they do not work on or are not authorized to work on.

Altering, falsifying, tampering with time records, or recording time on another employee's time sheet may result in disciplinary action, including termination of employment. Each employee's time sheet shall be accurately completed before the end of the workday each workweek, and submitted for review and verification by the employee's supervisor.

It is the responsibility of each employee to submit his/her own timesheet thereby certifying the accuracy of all time recorded, and certifying that the employee has complied with meal and rest break requirements. Department Managers will review and approve their staff's time sheets.

### **C. *Alternative Workweek***

SAWPA allows two fixed Alternative Workweek schedules, a 9/80 Alternative Workweek schedule and a 4/10 Alternative Workweek schedule. For the 9/80 Alternative Workweek schedule, a calendar showing the non-working Fridays as well as observed holidays will be updated annually and distributed. For the 9/80 Alternative Workweek schedule, as described below, timesheets will account for 44 hours in weeks when the employee works on Friday and 36 hours in weeks when the employee does not work on Friday. This timesheet convention does not change the 40-hour per week work schedule, as described in this this section and in the Overtime section below. For the 4/10 Alternative Workweek schedule, as described below, timesheets will account for 40 hours each week.

Employees who would like to switch from one alternative workweek schedule to another are required to complete the Alternative Workweek Schedule Change Form. The signed form is submitted to Payroll and, if approved, the request will be processed in the next pay period. Employees may not change their schedules until they have been notified of the effective date by Payroll.

#### **i) Work Schedule**

4/10 Work Schedule: The work schedule consists of four 10-hour days worked Monday through Thursday.

9/80 Work Schedule: The work schedule consists of a two-week work schedule of eight nine-hour days and one eight-hour day allowing for the office to be closed every other Friday.

The standard workweek for all Employees shall consist of 80 hours in a two-week period. The General Manager may authorize employment on a different basis when required by the nature of the employment, or by the best interest of the Agency. For employees working a 9/80 work schedule, the workweek will end, and the next workweek will begin at the mid-point of the employee's shift on Friday. For all other employees, the workweek is defined to run from Sunday through Saturday. The workday ranges from 6:00 a.m. through 6:30 p.m. with at least a 30-minute meal period. Your schedule is set by your supervisor.

#### **ii) Bereavement Leave**

If an employee takes Bereavement leave between Monday and Thursday, it will be counted as nine (9) hours each day, or eight (8) hours if taken on a working Friday. Employees working a 4/10 will need to use 1 hour of vacation if Bereavement leave is taken Monday through Thursday.

#### **iii) Jury Duty**

Any full-time employee who is called to court or other qualified agency for jury duty shall be entitled to regular pay for those hours absent, supported by court-provided daily attendance slips, for a period of up to 80 hours.

If an employee is required to serve jury duty, the number of jury duty hours will conform to the work schedule for that day.

In the event that an employee is required to serve jury duty on a non-working Friday, the employee will be given another day off, or upon approval by the General Manager, may be banked as an eight (8) hour vacation day.

**iv) Observed Holiday Time**

If an observed holiday falls on between Monday and Thursday, it will be paid at nine (9) hours. Employees working a 4/10 will need to use one hour of vacation if a holiday occurs Monday through Thursday.

9/80 Work Schedule: If an observed holiday falls on a working Friday, it will be paid at eight (8) hours.

All alternative schedules: If an observed holiday falls on a non-working Friday, the employee will be given another day off, or upon approval by the General Manager, the non-working Friday may be banked as an earned vacation day of eight (8) hours.

**v) Vacation Time**

Vacation time is calculated as follows:

4/10 Work Schedule

- An employee will utilize 10 hours of vacation leave for each vacation day that occurs Monday through Thursday.

9/80 Work Schedule:

- If an employee takes a one-week vacation during the week of a working Friday, 44 hours of vacation will be deducted from the employee's vacation balance.
- If an employee takes a one-week vacation during the week of a non-working Friday, 36 hours of vacation will be deducted from the employee's vacation balance.
- If an employee takes one vacation day at a time, vacation days taken between Monday and Thursday will be counted as nine (9) hours each day or eight (8) hours if taken on Friday.

***D. Meal and Rest Periods***

All employees must take periodic rest break periods, not-to-exceed fifteen (15) minutes for every four (4) hours of consecutive work, to be taken in the middle of each four-hour period. Rest periods shall be scheduled in accordance with the requirements of the department. Break periods shall be duty free, and are intended to be a break from regular work.

All employees who work more than five (5) hours in a workday are required to take at least a 30-minute meal period, and may not claim this time as paid time or overtime. When the workday is not more than six (6) hours, however, the employee and the Department Manager may mutually agree to waive this meal period. Employees will coordinate lunch break times with their Department Manager. Meal periods shall be duty free, are intended to be a break from regular work, and may be taken outside the workplace.

Employees are encouraged to take rest breaks and meal periods away from the regular work area.

Rest periods and meal periods may not be combined.

### ***E. Overtime***

The FLSA and amendments govern compensation for overtime. The FLSA classifies personnel into two classes: “exempt” and “non-exempt” employees. SAWPA personnel are divided into “exempt” and “non-exempt” categories, as listed in [Appendix 1](#).

When operating requirements or other needs cannot be accomplished during regular working hours, employees may be requested and scheduled to work overtime hours. When practicable, advance notification of such mandatory assignments will be provided. **Overtime hours that will be billed to a project or program must have the approval of the project or program manager.**

Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work without regard for department or manager.

Overtime hours worked without prior authorization from the supervisor may result in disciplinary action, up to and including termination.

By law, non-exempt staff shall be paid for mandatory training. If this results in overtime, paid overtime versus compensatory time off (CTO) will be determined by the Department Manager if CTO is requested by the employee.

Because SAWPA operates on an Alternative Workweek Schedule, employees earn overtime and CTO differently than those on a traditional work schedule. Overtime and CTO are earned as follows:

#### Time-and-one-half

- All work performed in any workday beyond this schedule established by the Alternative Workweek Schedule, up to 12 hours per day.
- For all work performed beyond 40 hours per workweek as the workweek is defined in the Alternative Workweek section above.

#### Double-time

Double time will be paid for all work performed in excess of 12 hours per day or in excess of 12 continuous hours.

Exempt employees are not eligible to receive overtime pay or CTO; however, exempt employees may be allowed administrative time off at the discretion of the General Manager.

#### **i) Overtime Opportunities**

When a Department Manager or Project Manager identifies a resource deficiency, they should consider the following factors in determining how to best rectify the deficiency:



- Available budget for the effort.
- Possibility for deadline and schedule changes.
- Task difficulty or specialization.
- Other departments' capacity to assist.
- Other departments' capacity to work overtime.
- Opportunity for assistance from member agencies or temporary firms.
- Total workload for the employee.
- Fair opportunity for staff from all departments, where qualified.
- Duration of the work effort and impacts to other projects.
- Cross training opportunities.

When scheduled overtime is approved, it shall be made available to any non-exempt staff capable of completing the work. Budget restrictions may require staff limit for upper-level staff working on such projects. In general, the lowest reasonable cost to the agency or project should guide the decision for staffing within the above policy and guidelines.

#### ***F. Compensatory Time Off (CTO)***

An employee may elect to accumulate compensatory time in lieu of overtime pay. Compensatory time will be at the rate of one and one-half (1.5) hours of compensatory time for every hour of overtime worked. A maximum of forty (40) hours of compensatory time may be accumulated in any fiscal year. If the accrued compensatory time is not used by the end of the fiscal year in which it is earned, it will be paid to the employee as overtime.

Any request of compensatory time will be permitted within a reasonable time of such requests, as long as it does not "unduly disrupt" normal Authority operations.

## **2. Attendance**

An employee is obligated to report for each and every scheduled working day or shift, to report on time and to complete all scheduled hours.

- Being absent from or reporting to work after the scheduled beginning time requires the employee to properly notify the supervisor in advance and to utilize appropriate leaves for time not worked.
- Employees may make up missed time if it is within the same week, is between scheduled office hours, and approval is in writing. Otherwise a leave request for the missed hours needs to be approved.
- The department manager is responsible for maintaining work schedules, approving overtime, and authorizing leaves.

### **3. Pay for Mandatory Meetings/Training**

SAWPA will pay employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandated by SAWPA.
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor.
- Employees who attend meetings, lectures or training programs will be compensated at their regular rate of pay.
- Any hours in excess of the workweek schedule will be paid at the appropriate overtime rate.

## **IV. SALARY AND PERFORMANCE**

### **1. Salary Administration**

The salary adjustment date for all positions (except the General Manager) shall be July 1st each year.

#### ***A. COLA***

The SAWPA Commission may establish an annual Cost of Living Adjustment (COLA). The COLA change, if any, is effective only upon final approval by the Commission.

Only regular full-time and part-time employees are eligible for the COLA. Employees serving their introductory period may receive the COLA upon completion of the introductory period; however, this is at the General Manager's discretion.

#### ***B. Merit Pool***

The SAWPA Commission may establish a merit pool or other process for merit-based salary adjustments. The merit pool, if any, is administered based on employee performance and accomplishments, including consideration for exceptional performance and accomplishments.

Only regular full-time and part-time employees are eligible for a merit increase. Employees serving their introductory period may receive a merit increase upon completion of the introductory period; however, this is at the General Manager's discretion.

#### ***C. Bonus***

A bonus may be given based on employee performance and accomplishments, including consideration for exceptional performance and accomplishments at the discretion of the General Manager, subject to budget availability.

#### ***D. Acting Pay***

Full-time employees assigned to work in a higher classification on a temporary basis (maximum 90 days) shall be compensated in the higher classification as determined by the General

Manager. The assigned employee will assume all the duties and responsibilities of the higher classification.

If, during this temporary assignment, the employee becomes eligible for any scheduled salary increase in the employee's regular classification, such increase shall maintain the differential. At the end of the temporary assignment, the employee shall return to his regular classification and salary with any merit or salary adjustment increases as appropriate.

### ***E. Salary Range Assignments***

All positions within SAWPA, with the exception of the General Manager, are assigned a salary range approved annually by the SAWPA Commission.

The General Manager will direct the creation of an annual salary range assignment table that is available to all employees on the SAWPA website and the common network drive.

### ***F. Performance Evaluation***

Your supervisor will evaluate your performance at least annually. The purpose of a performance evaluation includes, but is not limited to the following:

- Assess various performance factors such as work quality, timeliness, and other factors that are applicable to the position.
- Assess specific objectives accomplished or not accomplished.
- Recognize quality of work from excellent to poor.
- Define areas needing development or improvement.
- Provide a continuing record of an employee's performance.
- Serve as a guide for promotions, transfers, disciplinary and other personnel actions.
- Check on the accuracy of job descriptions and classifications.
- Establish short and long-term performance goals and objectives.
- Determine salary adjustments within salary ranges.

A completed Performance Evaluation will be signed by both the supervisor and employee being reviewed, approved by the General Manager, and filed in the employee's personnel file. This Performance Evaluation will be used as justification for salary adjustments. For any salary adjustments, the General Manager will complete a "Payroll Change Notice" with the original forwarded to the Finance Department, a copy to the employee, and one copy maintained in the personnel file.

### ***G. Guidelines for Salary Increases Based on Performance***

Salary increases will be based on work performance in the evaluation period. Subject to the Commission's budget approval, and delegation of authority to the General Manager, the employee may receive a salary increase for merit, promotion, and/or reclassification. Salary increases are given at the General Manager's discretion, based upon the performance and contribution of the employee, but at no time shall the net sum of the increase exceed the total annual merit pool as approved by the Commission.

## ***H. Promotion***

A promotion is defined as the elevation of an employee from one classification to another classification in a higher salary range. If an employee who is promoted to a position in a classification with a salary range minimum higher than the employee's current salary, the employee's salary will be increased to at least the minimum of the new salary range. Otherwise, an employee who is promoted may, at the discretion of the General Manager, be given a salary increase.

## ***I. Classification Reduction***

A reduction shall be the reassignment of an employee from one classification to another classification in a lower salary range.

If an employee's salary is reduced, that employee shall be placed in a salary closest to their current salary in the new range. In the event the employee's current salary exceeds the maximum salary of the new range, the General Manager may make a determination of a reduction to the employee's salary to the maximum salary of the new range.

## ***J. Severance Pay***

Employees normally will be considered eligible for severance pay if they have worked full-time regularly for at least one year and are terminated (i.e., laid off) because of a temporary or permanent reduction in the work force, budget reasons, or the elimination of the job or position. Employees normally will not be considered eligible for severance pay if termination is due to:

- Resignation.
- Misconduct.
- Normal retirement, employee-initiated early retirement.
- Permanent disability or death.

When severance pay is granted, eligible employees normally will receive not more than one week's straight time pay for each year of continuous service. In order to be eligible for severance pay, employees must sign a General Release. The General Manager has the discretion to grant severance pay to employees not covered by this policy.

Part-time employees and interns are not entitled to severance pay.

## **2. Personnel Records**

You have a right to inspect your personnel file, as provided by law, in the presence of the General Manager or designee at a mutually convenient time. You may request copies of items, previously signed by you from the personnel file provided that it is done in writing and as permitted by law.

The General Manager and designated administrative staff have access to all employee personnel files. Department managers and supervisors have access only to personnel files for those employees they supervise unless there is a business-related need to review a file as approved by the General Manager.

SAWPA does not provide personnel data to others except as required by law, or as provided for in this

section. A request for personnel-related information must be in writing and be accompanied by a signed release from the employee. The information provided may include the employee's hire date, a statement as to the current employment status, and the employee's present classification and salary. Requests for personnel-related information received over the telephone shall be limited to employment confirmation and the employee's hire date. A request for salary information for an employee must be in writing and be accompanied by a signed release from the employee.

Supervisors and managers shall refer all requests for personnel information to the General Manager.

### **3. Change of Personnel Status**

Change of name, home address, home telephone number, driving record or insurance status, marital status, or the number of dependents must be promptly reported (within ten working days) by accessing the employee self-service portal or by submitting a request in writing by the employee to the Payroll Department and Human Resources.

## **V. EMPLOYEE BENEFITS**

### **1. Vacation**

#### ***A. Vacation Entitlement***

Every full-time employee of SAWPA shall be entitled to vacation days in accordance with the following schedule. No employee shall use any vacation days until the successful completion of the introductory period. The General Manager has discretion to advance accrued vacation.

Employees are encouraged to take a vacation each year, using all unused vacation days accrued during the last year. However, it is recognized that work schedules and personal matters do not always make this possible. Prior Management approval of the vacation period selected by an employee is required and is governed by existing or contemplated workloads. Whenever possible, employees shall notify their supervisor at least thirty (30) days in advance concerning their proposed vacation plans by submitting a Request for Time Off in the employee self-service portal.

#### ***B. Vacation Accrual***

For the first five years of employment, regular employees accrue nine hours of vacation for each full month worked, or 12 nine-hour workdays per 12 full months worked. One vacation day is equivalent to nine (9) hours. The General Manager is authorized to modify the amount of vacation earned for a new or promoted management employee up to one additional week per year, as part of any negotiation for filling the position. Any change in the rate of annual vacation accrual shall take effect on the employment date of hire or promotion, unless otherwise specified in the employment letter, and is in addition to the scheduled annual vacation accrual.

Employees with more than five (5) years of service accrue vacation time as described below:

| <u>Years of Service</u> | <u>Vacation Days</u> |
|-------------------------|----------------------|
| 0-5 years               | 12                   |
| 6 years                 | 13                   |
| 7 years                 | 14                   |
| 8 years                 | 15                   |
| 9 years                 | 16                   |
| 10 years                | 17                   |
| 11 years                | 18                   |
| 12 years                | 19                   |
| 13 years                | 20                   |
| 14 years                | 21                   |
| 15+ years               | 22                   |

Vacation accrual increases begin on the first day of the first pay period **after** completion of the year of service listed above. For example, an employee begins accruing 13 days per year on the first pay period after their fifth anniversary.

An employee may not accrue more than 324 hours total. Employees are encouraged to use their vacation and they cease accruing vacation when they reach the limits above. In December of each calendar year, employees may submit one irrevocable vacation cash out request form. The cash out request is capped at 50% of the vacation accrual for the following calendar year, i.e., if the vacation accrual in the next calendar year is 150 hours, the cash out is limited to 75 hours. Requests are subject to approval by the General Manager and budget availability.

Part-time employees accrue vacation on a pro-rated basis based on the actual number of hours worked.

When an approved holiday falls within a vacation period, an employee on vacation shall be entitled to the holiday pay.

### ***C. Unused Accrued Vacation Leave Payout Provisions***

Eligible employees terminating employment with SAWPA shall be compensated for unused accrued vacation time. When there is a death of an employee, payment for accrued vacation time shall be made to the employee's beneficiary based upon state laws.

## **2. Holidays**

Immediately upon employment, full-time, limited-term and part-time employees are eligible for paid holidays. Holiday pay for a part-time employee is pro-rated based on a 40-hour week. The General Manager may elect to maintain a minimum staff on any holiday. When a holiday occurs on a Sunday, the following Monday will be taken as the holiday. Holidays falling on a Saturday are observed the preceding Friday. However, if the office is closed on the preceding Friday, the eight (8) hours (pro-rated for part-time employees) for the flex day will be added to the employee's accrued vacation.

### **A. Floating Holiday**

Each full-time, regular employee is entitled to take one floating holiday during the calendar year. Part-time employees who work more than 960 hours per calendar year also are entitled to take a floating holiday, but the hours available will be pro-rated.

The floating holiday should be scheduled in advance with the employee's supervisor and is to be taken within the calendar year. If the floating holiday is not taken before December 31, nine (9) hours (pro-rated for part-time employees) will be paid out to the employee on the last paycheck of the current calendar year.

The floating holiday will be treated as any other holiday that SAWPA observes with regards to the number of hours claimed.

Please refer to the [Alternative Workweek](#) section on page 8 for more information.

### **B. Holiday Schedule**

The holiday schedule is as follows:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- One Floating Holiday

## **3. Employee Assistance Program**

SAWPA maintains an Employee Assistance Program (EAP) to help employees who have personal problems, including alcohol and drug abuse, which impair or have the potential to impair their work performance. This service is strictly confidential. It is the employee's responsibility, however, to seek help. EAP assistance is also available for family emotional concerns, relationship issues, and financial and legal matters.

EAP may be contacted at (800) 999-7222, Option 2. EAP is open Monday-Friday, 7:00 a.m. to 5:30 p.m., Pacific Standard Time. Messages may be left after hours.

## 4. Other Benefits

### A. Medical Benefits

All full-time, including introductory, employees are eligible on the first of the month following completion of thirty (30) calendar days of service, for participation in the medical insurance plans of SAWPA, unless otherwise stated in the *Offer of Employment* letter. Part-time, contract employees, and interns are not eligible for medical benefits.

Currently, SAWPA sets a medical insurance cap annually to cover a portion of the medical premium. Contact Human Resources for the current year's medical insurance cap.

#### i) Medical Coverage for Retirees

Agency paid medical coverage for employees and their spouses, at time of retirement, shall be provided for retired employees who are age 58 or over and who have a minimum of 10 years of service with SAWPA on the same basis as provided to active employees. Employee must enroll in retiree health benefits without a lapse in coverage from their active coverage. As defined in SAWPA's insurance contract, when the retired employee or their covered spouse becomes eligible for Medicare, they must sign up for Medicare Part A and B. The retired employee or covered spouse will then be changed over to the ACWA JPIA Medicare Advantage plans. The premium for Medicare Part A (up to the current cap approved by the Commission) will be paid by SAWPA for the lifetime of the retiree. In the event the retiree dies prior to his/her spouse, the surviving spouse will continue to receive medical benefits. Retired employees who are age 58 or over who have had a break in service due to resignation or disability and who were subsequently rehired shall be eligible under the same terms if the combined years of employment equal a minimum of 10 years of service. **Retiree medical coverage does not apply to new active employees hired on or after July 1, 2005.**

#### ii) Retirees will be offered the once per year opportunity to change plans during Open Enrollment, typically held in October/November. Changes made will be in effect for the duration of the following calendar year. Spouses not enrolled in coverage at the time of retirement are not eligible to be added later. If the retiree decides to terminate participation in the retiree medical plans, they will not be permitted to reenroll. Medical Benefits Continuation Coverage

Medical coverage for employees or dependents whose coverage would otherwise terminate due to qualifying events as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA) such as, but not limited to, termination, reduction of hours, or divorce, are eligible to continue their coverage for a specific period of time, as provided under COBRA, at their expense.

Upon hire, employees and dependents who are enrolled in a group plan sponsored by SAWPA are provided detailed information from the group provider regarding continuing coverage. It is the employee's responsibility to inform SAWPA, by accessing the employee self-service portal or in writing, (within ten (10) working days), of any change



in the following: marital status, address, ineligible dependents or coverage under another group health plan.

## **B. Dental Benefits**

All full-time, including introductory, employees are eligible on the first of the month following completion of thirty (30) calendar days of service for participation in the dental insurance plan of SAWPA, unless otherwise stated in the *Offer of Employment* letter. Employees and their dependents are not permitted to waive dental coverage.

### **i) Dental Benefits Continuation Coverage**

Dental coverage for employee is the same as described above regarding medical insurance.

## **C. Vision Benefits**

All full-time, including introductory, employees are eligible on the first of the month following completion of thirty (30) calendar days of service for participation in the vision insurance plan of SAWPA, unless otherwise stated in the *Offer of Employment* letter. Employees are not permitted to waive vision coverage.

### **i) Vision Benefits Continuation Coverage**

Vision coverage for employees is the same as described above regarding medical insurance.

## **D. Life Insurance**

All full-time employees are eligible, on the first of the month following completion of sixty (60) calendar days of service for participation in the life insurance and accidental death and dismemberment plan of SAWPA. Coverage includes up to two times the employee's annual salary, with a maximum coverage amount of \$250,000. Presently, SAWPA pays the premium. Employees may apply and pay for additional supplemental life insurance through payroll deduction. It is the employee's responsibility to pay the supplemental portion of their coverage.

Basic and supplemental life insurance may be continued during a leave of absence. SAWPA will pay the basic life insurance premium.

## **E. Disability**

Temporary disability, for other than on-the-job injury or illness, is covered by the California Employment Development Department. As a benefit, SAWPA pays the State Disability Taxes for regular employees.

SAWPA provides 100% Agency paid, long-term disability to regular employees who are disabled for longer than 60 calendar days with a 66-2/3% of an employee's monthly salary. (See the Your Group Long-Term Disability Booklet for further information).

## **F. Unemployment Insurance**

All employees are covered under the State Unemployment Insurance Program.

## ***G. Public Employees Retirement System***

SAWPA participates in the California Public Employees Retirement System (CalPERS). SAWPA's current PERS contract is 2% at 55, based on the highest year of compensation, for classic employees and 2% at 62 for PEPRAs employees.

## ***H. Wellness Program***

In an effort to promote good health and wellness of its employees, SAWPA offers a Wellness Program to cover a portion of out-of-pocket expenses for each employee per fiscal year for activities such as gym membership, smoking cessation programs, physical therapy etc. Employees must submit receipts on a standard SAWPA Expense Form, which are subject to the approval of the General Manager. The annual cap for such reimbursement is set forth in [Appendix 3](#).

## ***I. Professional Memberships***

SAWPA may provide, at the discretion of the General Manager, payment for the cost of one membership in a recognized professional society per fiscal year per employee, as provided in [Appendix 3](#). This limitation does not apply to the General Manager or to participation or memberships in associations, groups or societies when requested by SAWPA.

SAWPA will not provide payment for the cost of memberships in political associations or groups.

## ***J. Deferred Compensation***

SAWPA provides a 457 Deferred Compensation Plan through bi-weekly deduction. This plan is to provide additional retirement income to the employee. Contributions and management of the Plan are the sole responsibility of each employee wishing to participate in this Plan.

## ***K. Lactation Accommodation***

In compliance with Labor Code Section 1031, the SAWPA will provide any employee with a lactation room that is shielded from view, as well as access to a sink and refrigerator in close proximity to the employee's work area. SAWPA will provide additional break time to an employee to express milk as required by the Labor Code.

Any employee shall have the right to request lactation accommodation by submitting the request for such accommodation in writing to their supervisor or the General Manager. The request should be submitted at least thirty (30) days prior to the date when the accommodation will be required and must include an estimate of the length of time for which the accommodation is required. The request shall also include any facilities the employee will need in connection with the lactation accommodation in order to facilitate the employee's expressing and storage of milk. SAWPA will respond to any request for lactation accommodation within ten (10) days of receipt of the request, stating how it will accommodate the request. An employee has the right to file a complaint with the California Labor Commissioner if the Company violates the employee's right to such lactation accommodation.

## VI. LEAVES OF ABSENCE

### 1. Sick Leave

Sick leave is defined as absence from duty caused by illness, injury, medical or dental visits, blood donations, pregnancy, or for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member. Family member is expanded to include a designated person. A designated person is any individual related by blood or whose association with the employee is the equivalent of family relationship. The designated person is to be identified at the time the employee requests leave and employees are limited to one designated person per 12-month period. It is not an earned right to take time off from work. Employees shall not assume that absenteeism is permissible merely because they have sufficient sick leave to cover all or a portion of their time off. SAWPA will determine whether or not sick leave is being abused, or if it is disruptive to the daily business activity, co-workers or department.

#### ***A. Sick Leave Accrual***

Every full-time employee of SAWPA will accrue one (1) day of sick leave per month. One day is equivalent to nine (9) hours. The General Manager may advance up to three (3) days of sick leave if the employee does not have enough accrued leave to cover an absence due to illness.

An employee shall not accrue sick leave credit during any month in which the employee is absent without pay for more than six full working days. In the event an employee is required to work part-time by direction of a physician, sick leave credit shall be prorated. Sick leave will continue to accrue if an employee is absent due to an injury arising out of or in the course of employment and is receiving Workers' Compensation benefits.

Those employees and interns not eligible for sick leave under SAWPA's plan are nonetheless entitled to sick leave under the Healthy Workplaces, Healthy Families Act of 2014. Under the Act, employees are entitled to one hour of sick leave for every 30 hours worked, up to a maximum of 48 hours. Subject to the 48-hour cap on accrual, unused sick leave may be carried over from one year to the next.

#### ***B. Sick Leave General Provisions***

To qualify for sick leave, the employee must notify their supervisor no later than one-half hour after the beginning of the workday by reporting to the employee's supervisor or the General Manager.

The employee and the employee's supervisor shall be responsible for control of any abuse of the sick leave privilege. The employee may be required, at any time, to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. However, for absences of five (5) working days or more, a written request for leave and medical statement, on prescribed forms, stating the expected date of return must be submitted to the Department Manager and HR. Upon return to work, a written doctor's release must be submitted to the Department Manager and Human Resources.

### **C. Sick Leave Pay Out Provisions**

Upon an employee's termination (as defined on page 14) or in the event of death, unused accrued sick leave shall be paid to said employee or beneficiary (as defined by state law) on the following basis:

| <u>Length of Service</u> | <u>Percent of Unused Sick Leave Paid</u> |
|--------------------------|--|
| 1-5 years                | 15%                                      |
| 6-10 years               | 30%                                      |
| 11-14 years              | 45%                                      |
| 15 years and above       | 60%                                      |

Unused sick leave shall not be paid out in the event of termination for prohibited misconduct. This section sets forth administrative policy regarding sick leave pay out and does not alter the "at will" nature of employment.

## **2. Family and Medical Leave**

This policy explains how SAWPA complies with the Federal Family and Medical Leave Act and the California Family Rights Act, both of which require SAWPA to permit each eligible employee, as described in subdivision A, below, to take up to twelve (12) work weeks of family and medical leave in any twelve (12) month period.

**The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations, which are not specifically set forth below, are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulation of the California Family Rights Act ("CFRA"). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.**

- A. Eligibility.** If an employee has completed at least twelve (12) months of service with SAWPA, and has at least 1,250 hours of service with SAWPA during the previous 12-month period, the employee may request family and medical leave up to 12 weeks in a 12 month period. The 12 week leave allowance includes any time taken (with or without pay) for any of the following reasons:
- i. To care for a newborn child of the employee or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement.
  - ii. Because of the employee's own serious health condition, including a serious health condition resulting from an on-the-job illness or injury, that makes the employee unable to perform his or her job at all, or unable to perform any one or more of the essential functions of his or her job. Excluded from this policy are disabilities caused by the pregnancy, childbirth, or related medical conditions, which is covered by SAWPA's separate pregnancy disability policy as set forth below.
  - iii. To care for a spouse, child, parent, domestic partner or child of a domestic partner, or a designated person with a serious health condition. A designated person is any individual

related by blood or whose association with the employee is the equivalent of family relationship. The designated person is to be identified at the time the employee requests leave and employees are limited to one designated person per 12-month period.

- iv. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves:
  - (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
  - (b) Continuing treatment by a health care provider.

**B. Pay During Leave.** An employee on leave because of his or her own serious health condition must use all accrued sick leave and may use any or all accrued vacation at the beginning of any otherwise unpaid leave period. An employee on leave for childcare or to care for a spouse, parent, or child with a serious health condition may use any or all accrued vacation at the beginning of any otherwise unpaid leave. All other family care and medical leaves are unpaid leaves. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the leave. The employee does not continue to accrue vacation and sick leave during any period of unpaid leave.

**C. Health Insurance.** SAWPA shall maintain the employee’s health coverage at the same level and under the same conditions that would have been provided if the employee had continued working. This means that if the employee’s health insurance amount is above the current cap approved by the SAWPA Commission, SAWPA will continue to deduct the over cap amount from the employee’s supplemental check or if it was arranged previously that the leave is without pay, the employee shall be solely responsible for submitting payments on time of over the cap amounts to SAWPA for continued coverage.

If the employee has elected to participate in any of the optional benefits SAWPA offers (Flexible Spending Accounts, Aflac, 457 Plans, or Voluntary Life insurance) their monthly premiums will be deducted from their supplemental check or if it was arranged previously that the leave is without pay, the employee shall be solely responsible for submitting payments on time for continued coverage.

If you are on FMLA and are not eligible for continued paid coverage, or if paid coverage ceases, you may continue your group health insurance coverage through SAWPA in conjunction with federal COBRA guidelines by making monthly payments to SAWPA for the amount of the applicable premium. Contact the Human Resources Department for further information.

**D. Return to Work.** During a family care and medical leave, employees retain their seniority and employment status with SAWPA. Upon return from a requested family care or medical leave, SAWPA will make every effort to restore the employee to the same or comparable position held before going on leave. However, if the employee’s position was eliminated during the leave, SAWPA does not guarantee re-employment.

Employees returning from leave shall have no less seniority than they had when the leave commenced for purposes of layoff, promotion, job assignment, and seniority related benefits such as vacation. This policy applies to all employees. The policy set forth in subdivision 4, below, regarding returning to work from a leave of absence, shall apply to family care and medical leave, where applicable.

- E. Requesting Family Care and Medical Leave.** An employee should request family care and medical leave in writing to the General Manager. An employee should provide not less than thirty (30) days' notice, or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his or her spouse, child, domestic partner or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for leave was an emergency or was otherwise unforeseeable. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt SAWPA's operations.

If family care and medical leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent, domestic partner or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If family care and medical leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that SAWPA will grant a request for leave for this purpose of at least one day but less than two weeks duration on any two occasions.

An employee on family care and medical leave may not accept employment with any other employer without SAWPA's written permission. An employee who accepts such employment will be deemed to have resigned from employment with SAWPA.

### **3. Pregnancy Leave**

Under the California Fair Employment and Housing Act ("FEHA"), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave ("PDL"). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth, or related medical conditions up to four months (or 88 work days for a full time employee) per pregnancy.

The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.

Generally, SAWPA is required to treat your pregnancy disability the same as SAWPA treats other

disabilities of similarly situated employees. Consequently, PDL is unpaid leave.

You should give notice of your need for a pregnancy-related leave of absence as soon as you know, with reasonable certainty, the expected date on which your leave will begin. You should submit a Request for Leave of Absence. You are required to obtain certification from your health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include: the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer; the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. You also may be eligible for state disability insurance for the unpaid portion of your leave.

Taking a pregnancy disability leave may impact certain aspects of your benefits and your seniority date. If you want more information regarding your eligibility for a leave or the impact of the leave on your seniority and benefits, please contact Human Resources.

### ***A. Benefits during Unpaid PDL***

If you take PDL, SAWPA will maintain group health insurance coverage for up to a maximum of four (4) months (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. (Leave under this policy runs concurrently with family and medical leave under Federal law, but not under California law.) SAWPA may recover premiums it paid to maintain health coverage for you if you fail to return to work following PDL.

If you are on PDL and are not eligible for continued paid coverage, or if paid coverage ceases, you may continue your group health insurance coverage through SAWPA in conjunction with federal COBRA guidelines by making monthly payments to SAWPA for the amount of the relevant premium. Contact the Human Resources Department for further information.

### ***B. Return from PDL***

Upon expiration of leave, an employee is entitled to be reinstated to the same or a comparable position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the PDL.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and SAWPA, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his or her readiness to return.

## **4. Personal Leave**

Employees may be granted an unpaid leave of absence to attend to personal matters in cases in which the General Manager determines that an extended period of time away from the job will be in the best interests of the employee and SAWPA. Employees may be permitted to take up to 12 work weeks of personal leave within a continuous 12-month period. An employee may be permitted to use any accrued vacation time for personal leave. SAWPA will not maintain group health insurance coverage during Personal Leave and the employee and their dependents will be offered COBRA continuation coverage.

Employees, who are unable to report for work because of arrest and incarceration, shall be placed on unpaid personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until the disposition of the charges or no more than 30 days. If the employee is freed on bail, a decision will be made by the General Manager whether to allow the resumption of active employment pending disposition of the charges. The General Manager will determine whether resumption of normal duties would be consistent with SAWPA's needs and requirements.

## **5. Jury Duty**

Any full-time employee who is called to court or other qualified agency for jury duty shall be entitled to regular pay for those hours absent, supported by court-provided daily attendance slips, for a period of up to 80 hours.

A juror who is employed by a federal, state, or local government entity, or by any other public entity who receives regular compensation and benefits while performing jury service, may not be paid the fee described. Employees of SAWPA should not be paid a jury fee for service. Mileage reimbursement, however, is acceptable. Employees serving longer the 80 hours are entitled to collect jury fees, and may also use sick and vacation leave during the period they are off work. Additional time off for jury service is at the discretion of the General Manager.

An employee shall give the supervisor reasonable advance notice, with supporting documentation, of the intention to take time off.

Please refer to the [Alternative Workweek](#) section on page 8 for more information.

## **6. Witness and Victim Leave**

An employee who is required to attend a court, arbitration, or administrative hearing as a victim or witness shall be entitled to reasonable unpaid leave. Such an employee shall give the supervisor reasonable advance notice, with supporting documentation, of the intent to take time off. An employee may use any accrued unpaid vacation time for such leave.

## **7. Domestic Violence Leave**

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.



You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

SAWPA will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks.

## **8. Crime or Abuse Victim's Leave**

Employees who are victims of crime or abuse, including domestic violence, sexual assault, stalking, or a crime that caused physical injury or, in certain cases, mental injury, or that resulted in the death of an immediate family member may need time off for legal proceedings, such as obtaining a restraining order, or for medical treatment. Employees also are entitled to use mandatory paid sick days for these purposes.

## **9. Military Leave**

An employee shall be granted military leave as specified below, provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility, or unreasonableness. In the granting of such leave, SAWPA may require verification of an employee's military orders.

### ***A. Types of Military Leave Are:***

#### **i) Emergency National Guard leave**

An employee who, as a member of the National Guard, is called to active duty by proclamation of the Governor during a state of emergency is eligible for emergency National Guard leave. An employee, who as a member of the National Guard, is called to active Federal military duty at the request of the President of the United States is **not** eligible for emergency National Guard leave, but shall be granted long-term military leave as described below.

#### **ii) Long-term military leave**

An employee who enlists or is ordered into active-duty service of any length or active-duty training in excess of 180 days or is ordered into active Federal military duty as a member of the National Guard or regular reserves is eligible for long-term military leave. Such leave shall be granted for a period not-to-exceed five (5) years. In addition,

leave shall be granted for a period up to six (6) months from the date of release from duty.

**iii) Physical examination leave**

An employee who is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency is eligible for physical examination leave.

**iv) Reserve training leave**

An employee is eligible for reserve training leave for inactive duty, such as weekly, monthly meetings, or weekend drills.

**v) Temporary military leave**

When an employee is ordered to full-time active military duty for training for a period not-to-exceed 180 calendar days, including time spent traveling to and from such duty, the employee is eligible for temporary military leave.

***B. Pay for Leave***

Employees granted temporary military leave or emergency National Guard leave are entitled to receive their regular SAWPA salary for up to 30 calendar days and any military pay (including allowances). Employees granted physical examination leave also are entitled to receive the difference between their regular SAWPA pay and any military pay (including allowances).

In addition, for any type of military leave defined in this section that extends more than 30 days, employees are eligible for military leave with pay if the employee is ordered to service involuntarily or pursuant to a reserve or National Guard status that existed when SAWPA employment began and the employee has completed 12 months of continuous SAWPA service immediately prior to the granting of the military leave.

During military leave with pay, SAWPA will pay the employee the difference between his or her regular SAWPA pay and total military pay (base pay and allowances). The purpose of this is to make the employee “whole” with regards to salary, and not incur any undue hardship as a result of military leave. SAWPA will implement this policy by withholding from the employee’s normal pay the amount of the total military compensation via payroll deduction. Employees beginning military leave must provide SAWPA with a military pay stub or other acceptable documentation as soon as possible so that SAWPA can make the correct payroll deductions after the first 30 calendar days. SAWPA will pay the employee this adjusted salary (less any taxes, benefit contributions, and court ordered deductions) on the normal biweekly pay schedule.

During military leave with pay, SAWPA will pay the salary difference as described above for holiday time. The employee will not accrue vacation or sick leave.

During the first 12 months of military leave, at the employee’s normal review date, the employee will be considered for a performance based pay increase as though not on military leave, based on the employee’s most recently completed performance review.

During all military leave, all step increases pay will be processed on the employee's normal review date, and COLAs will be applied as though the employee were not on military leave.

An employee who is **not** eligible for military leave with pay may have such absence(s) charged to accrued vacation (except sick leave), or the military leave may be without pay.

### **C. Reinstatement**

Following release from military service, an employee shall have, at the minimum, such right to return and protection from discharge as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Employees granted military leave for a period not-to-exceed 180 days and who are honorably separated from military service shall be reinstated to the position they would have held had they remained continuously employed. Employees granted military leave for a period not-to-exceed five (5) years and who are honorably separated from military service, shall be reinstated to the position they held prior to leave being granted provided they return to work within 12 months from the date of release from duty. If the position no longer exists, a comparable position in terms of pay, benefits, status, seniority, and conditions of employment shall be provided, if available, and the employee is qualified or can become qualified through SAWPA's reasonable efforts.

### **D. Effect on Benefits**

#### **i) Health**

##### *Leave is less than 31 days*

SAWPA will continue to provide health coverage as if the employee were not on leave. The employee will continue to pay his or her portion of the health benefits (amount above the current cap approved by the Commission).

##### *Leave more than 31 days*

SAWPA will continue to provide health coverage until the end of the month of the 31<sup>st</sup> day of leave. After the end of the month following the 31<sup>st</sup> day, the employee may elect to continue coverage for up to 24 months or for the period of military service, whichever is shorter. As with COBRA, the employee may be required to contribute up to 100% of the full premium plus a 2% administration fee.

For example, if the employee goes on leave in the middle of March, SAWPA would provide health coverage for the employee until the end of April. However, the employee still would be responsible for the amount above the current cap set by the Commission. Beginning on May 1, the employee could elect continuation coverage under COBRA, but may be required to contribute up to 100% of the full premium plus a 2% administration fee.

#### **ii) PERS**

For employees on military leave with pay, the difference between the employee's SAWPA pay and military pay is **not** eligible for PERS, in accordance with Government Code Sections 20630-20364.

However, employees on military leave may be eligible for non-compensated absences or specially compensated absences under California law. Employees should consult the Human Resources Department for instructions on obtaining military service credit.

## **10. Military Spouse Leave**

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to the General Manager within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

## **11. Volunteer Civil Service Personnel**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency response personnel. Time performing such duties may be paid time off if it is approved in advance by the General Manager. Otherwise, it is unpaid leave. You also are eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

## **12. Bereavement Leave**

Upon request, and with the prior approval of the General Manager, regular (including introductory) employees shall receive necessary time off up to five (5) days in accordance with AB1949. Bereavement Leave provides time to attend to matters related to death and grievance associated with the death of a family member (defined below). Employees may be granted up to three (3) days of absence with pay for the death of a family member. An additional two (2) days may be taken using existing leave or unpaid leave within three months of the death. The five (5) days of leave do not have to be consecutive.

If the employee must travel beyond 500 miles in any one instance to arrange for or attend a funeral, they may be granted the full five (5) days with pay.

Documentation of the death of a family member may be required within 30 days of the date of bereavement leave. This includes death certificate, published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

For purposes of this section, "immediate family" shall mean father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, child, step-child, grandchild, grandparent, former or current legal guardian, or any family member with whom the employee resides.

An employee may use accrued leave to attend services related to the death of a non-immediate family

member upon approval of the General Manager. Requests to use accrued sick leave require the approval of the General Manager.

Please refer to the [Alternative Workweek](#) section on page 8 for more information.

### **13. Management Leave**

In recognition of the additional time required (e.g., evening meetings, occasional weekends, etc.) by department managers, the following management leave policy shall be implemented.

- Each department manager shall receive five (5) days of management leave per calendar year. One day is equivalent to nine (9) hours.
- Management leave does not accrue.
- Any unused Management leave hours will be either:
  - a. Paid out on the last paycheck of the current calendar year; or
  - b. Paid out on the last paycheck of the current year with the value of the unused management leave hours transferred to the 457 Deferred Compensation Program provided it does not cause the employee to exceed the annual deferral limits set by law.

### **14. Time Off for Voting**

Employees will be allowed up to two (2) hours off with pay to vote at local, state, and national elections if sufficient time is not available outside of regular working hours due to the employee's work schedule/workload.

### **15. School Activities Leave**

Consistent with State Labor Code Sections 230.7 and 230.8, employees shall be entitled to unpaid leave to participate in activities of the school or licensed child day care facility of any of their children, if reasonable notice is given to SAWPA. The employee's supervisor may require documentation from the school or licensed child day care facility as proof that the employee participated in such activities on a specific date and at a particular time. Time off for this purpose may not exceed 8 hours in any month, and may not exceed 40 hours in any calendar year.

Additionally, Section 48900.1 of the Education Code provides that employees required to attend a portion of the school day in class as a result of their child being suspended from class, must be allowed to attend. Employees may use available accrued vacation, floating holidays, or compensatory time off for the above purposes, or may use time off without pay. Employees using time off for this purpose shall not be discriminated against in any way by SAWPA for using such time. The use of this type of leave will not be a factor in an employee's performance review, provided reasonable notice and documentation from the school is provided to the employee's supervisor.

### **16. Non-Serious Family Health Leave**

Employees are permitted to use, in any calendar year, accrued sick leave in an amount not more than the amount earned during six (6) months employment to care for a sick child, parent, spouse or State

registered domestic partner due to routine illness (such as cold, flu, earache, etc.), and generally are not subject to disciplinary action for such use. For example, a full-time employee would be permitted to use up to 48 hours/calendar year of accrued sick leave for this purpose. The use of this type of leave will not be a factor in employee performance reviews, provided employees notify their supervisor of projected sick leave use at the time leave is taken.

## VII. EMPLOYEE RELATIONS; WORKPLACE STANDARDS

### 1. Drug and Alcohol Abuse

#### ***A. Controlled Substance Policy and Program Purpose***

The purpose of this policy and program is to provide a safe workplace by addressing the hazards of alcohol and controlled substance use on the job. Because drug and alcohol use on the job has serious consequences, it is the policy of SAWPA that the use of alcohol and/or controlled substances will not be tolerated in the workplace. Moreover, SAWPA will not tolerate employees reporting to work under the influence of alcohol or controlled substances.

Subject to all of the provisions of this policy, violation of this policy will result in disciplinary action, which action may include termination.

This policy supersedes all previous drug and alcohol policies.

#### ***B. Applicability of This Policy***

This Policy applies to all SAWPA employees.

#### ***C. Responsibilities of Management and Employees***

**Management:** responsible for providing a workplace environment free of drugs and alcohol and to arrange for feasible resources, training and substance abuse professionals.

**Supervisors:** responsible for supporting, enforcing and complying with this policy and, if trained in drug and alcohol detection, are responsible for determining whether employees are under the influence of drugs and/or alcohol.

**Employees:** responsible for complying with this policy and for not using, being under the influence of, selling or possessing controlled substances or alcohol on SAWPA property, in SAWPA vehicles, or with SAWPA equipment.

Employees are required to submit to drug and alcohol testing pursuant to this policy. They must also abide by U.S. Department of Transportation and State Regulations (Title 49), as amended from time-to-time, regarding alcohol and drug use prior to reporting to work and during work hours.

## ***D. Policy and Program Administration***

The General Manager is the Program Administrator and is responsible for the overall administration of this Policy and Program.

The General Manager may delegate Program Administration.

Supervisors of affected employees shall make themselves available to employees to answer questions regarding this Policy.

## ***E. Definitions (Title 49, Code of Federal Regulations, Section 382.107 plus 391)***

### ***i) Alcohol***

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

### ***ii) Alcohol Concentration***

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

### ***iii) Alcohol Use***

The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

### ***iv) Breath Alcohol Technician (BAT)***

An individual qualified to instruct and assist individuals in the alcohol testing process using an Evidential Breath Testing (EBT) device.

### ***v) Commercial Motor Vehicle***

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.
- Has a gross vehicle weight rating of 26,001 or more pounds.
- Is designed, used, or maintained to transport more than 16 passengers, including the driver.
- Is of any size and is used in the transportation of materials found to be hazardous for purposes of Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations (49 Code of Federal Regulations, Part 172, Subpart F).

### ***vi) Confirmation Tests***

This test shall be conducted whenever the initial screening test renders a positive result, as follows:

- For alcohol: a second test following a screening test with a breath alcohol test result of 0.02% or greater.
- For controlled substances: a second analytical procedure to identify the presence of a specific drug or metabolite and which is independent of the screening test and uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy, such as gas chromatograph/mass spectrometry (GC/MS) which is used as the confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

**vii) Controlled Substances (or, Drugs)**

- Marijuana and its derivatives.
- Cocaine and its derivatives.
- Opiates and their derivatives.
- Amphetamines and their derivatives.
- Phencyclidine (PCP) and its derivatives.
- 6-Acetylmorphine (6-AM).
- Methylenedioxymethamphetamine (MDMA).

**viii) Controlled Substances Test (or, Testing)**

A test for controlled substances.

**ix) Driver**

Any employee who operates a commercial motor vehicle in the course of employment. This includes, but is not limited to, regular, part-time, contract, temporary or probationary drivers.

**x) Employee**

Any SAWPA employee, whether regular, part-time, contract term, temporary or introductory.

**xi) Medical Review Officer (MRO)**

A licensed physician who is responsible for receiving laboratory results and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results with their medical history and other relevant biomedical information.

**xii) On-Duty Time**

All time from the time an employee begins to work or is required to be in readiness to work until the time the employee is relieved from work and from all responsibility for performing work.

**xiii) Refuse to Submit**

Refusal to submit to an alcohol or controlled substance test means that a SAWPA employee fails or refuses to provide adequate breath for testing without a valid medical explanation, and/or fails or refuses to provide an adequate amount of urine for



controlled substances testing without a valid medical explanation after receiving notice of the requirement for testing, or engages in conduct that obstructs the test process.

**xiv) Safety Sensitive Employees**

Any employee who, in the regular or foreseeable discharge of his or her responsibilities, has the responsibility for his or her own safety and the safety of others.

***Safety-Sensitive Functions include:***

- Operation of a commercial motor vehicle.
- Maintaining commercial motor vehicles.
- Supervising an employee who performs a safety-sensitive function.
- Any function which involves some special and obvious physical or ethical demand, and the compromise of the employee's ability to meet such demands could have an immediate disastrous consequence upon public safety or security.
- All time at a carrier or shipper, plant, terminal, facility or other property, waiting to be dispatched, unless relieved from duty by the employer.
- All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth.)

**xv) Screening Test**

- For alcohol, it is a breath test or saliva test.
- For controlled substances, it is a urine test.

**xvi) Substance Abuse Professional**

A licensed physician, a Medical Review Officer, a licensed or certified psychologist, social worker, certified employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

**xvii) Under the Influence**

- For alcohol, legal concentration is the State legal limit (0.08%).
- For controlled substances, a positive confirmation test result for that specific drug.

**F. *Testing Methods***

- Alcohol screening tests will use breath or saliva samples only.
- Alcohol confirmation tests will use breath samples confirmation.
- Controlled substances screening tests will use urine samples only.
- Controlled substance confirmation tests will use urine samples only.
- Employees that fall under the direct guidelines of DOT/RESPA, split urine samples will be conducted with a Medical Review Officer for positive tests.

## **G. Laboratory Selection and Test Equipment**

- Only Department of Human and Health Services' (DHHS) approved and certified laboratories will be utilized for all employee drug testing.
- Only Evidential Breath Test devices approved by the National Highway Traffic Safety Administration will be used in the breath alcohol confirmation test. However, for the Alcohol Screen Test, the saliva test procedure may be used.

## **H. Types of Tests**

### **i) Follow-Up Testing**

Following a determination made by a substance abuse professional (SAP) that a SAWPA employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing as directed by the SAP.

Notwithstanding the provisions above, for safety-sensitive employees, follow-up testing also shall be conducted while the employee is performing safety-sensitive functions, just before performing safety-sensitive functions, or just after performing safety-sensitive functions.

### **ii) Post-Incident Testing**

As soon as practicable following an incident during employment hours involving a SAWPA safety sensitive employee, that employee shall be tested for alcohol and/or controlled substances:

- If the incident involved the loss of human life.
- If the employee receives a citation under State or local law for a moving traffic violation resulting from a traffic accident.
- If an involved party requires immediate medical assistance away from the scene of the incident or if any of the involved vehicles is towed from the scene of the incident.

If a post-incident alcohol test required by this Policy is not administered within two hours following the incident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If an alcohol test required by this section is not administered within eight hours following the incident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.

If a post-incident controlled substance test required by this Policy is not administered within 32 hours following the incident, the supervisor shall cease attempts to administer a controlled substance test, and prepare and maintain on file a record stating the reasons the test was not promptly administered.

An employee who is subject to post-incident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing. Nothing in this

Policy shall be construed to require the delay of necessary medical attention for injured people following an incident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The results of a breath or urine test for the use of controlled substances conducted by the Federal, State or local officials having independent authority for the test shall be considered to meet the requirements of this Policy, provided such tests conform to applicable Federal, State or local requirements and the results of the tests are obtained by SAWPA.

**iii) Pre-Employment Testing**

New applicants for safety-sensitive employment may be tested for alcohol and controlled substances, based upon the job duties, after a conditional job offer has been made, but before the offer is accepted. The results must be negative.

*Exception: If the supervisor confirms and obtains the results from the previous employer that the applicant has participated in another drug testing program within the past six months and the results were negative.*

Drug and alcohol testing shall be performed at Kaiser Permanente Occupational Medicine, 10800 Magnolia Avenue, Module 4J, Riverside, Ca. 92503, (951) 353-4322, or such other facility as SAWPA authorizes.

**iv) Promotion Testing**

All safety-sensitive employees may submit to a drug and alcohol tests after a promotion is offered, but before the promotion is accepted by the employee at the discretion of the General Manager. The results must be negative.

**v) Random Testing**

All SAWPA employees who perform safety-sensitive functions shall submit to random alcohol and controlled substance testing. The Program Administrator shall provide supervisors with names of the safety-sensitive employees selected to be tested, the date and time of the test, the type of test to be conducted, and the collection site location.

The safety-sensitive employees to be tested shall be randomly selected from the entire group of safety-sensitive employees. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. The selected safety-sensitive employees will be directed to proceed immediately to the collection site for testing.

A safety-sensitive employee subject to random testing under this program shall only be tested while performing a safety-sensitive function, just before the performance of a safety-sensitive function, or just after the performance of a safety-sensitive function.

Up to fifty percent (50%) of safety-sensitive employees are required to be randomly tested annually.

**vi) Reasonable Suspicion Testing**

Any SAWPA employee shall submit to an alcohol and/or controlled substance test when there is reasonable suspicion to believe that the employee has violated the prohibitions of this policy.

Reasonable suspicion is based on a supervisor's direct observations concerning the appearance, behavior, speech, or body odors of the employee. These observations must be made before the employee is tested. Supervisors shall receive no less than two (2) hours of training in the detection of drugs and alcohol use.

Employees who refuse to submit to a test under reasonable suspicion observations will not be allowed to continue to work the rest of the day. Such employees shall be subject to disciplinary action.

Supervisors who make reasonable suspicion observations shall document their observations within twenty-four (24) hours.

Upon reasonable suspicion, and notification to the employee, an employee's locker, desk, briefcase, bags, and the employee's vehicle parked on SAWPA property are subject to search, and anything found therein shall be considered in the employee's possession and shall result in disciplinary action.

**vii) Return-to-Duty Testing**

Before a SAWPA employee who has engaged in conduct prohibited by this policy returns to duty, the employee must undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02% and/or a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substance use. Such testing also shall apply to any employee who is a Department of Transportation Class A or Class B driver, and is off work for more than 30 consecutive days.

***I. Prohibited Conduct***

Employees who violate this policy, or any of the following prohibitions, shall be subject to disciplinary action:

- Reporting for duty or remaining on duty while the employee is under the influence of alcohol and/or controlled substance.
- Supervisors who allow an employee to perform or continue to perform their duties with actual knowledge or reasonable suspicion that an employee is under the influence of alcohol and/or controlled substances.
- Failing to inform supervisors of any therapeutic or prescribed drug that may cause an effect on safety sensitive functions.
- Possession by employees of alcohol, drugs, or controlled substances not authorized by a physician for the employee's use while on duty and/or on SAWPA property and/or while on or in SAWPA-owned vehicles or equipment.

- Sale or furnishing of open containers of alcohol, or controlled substances while on duty and/or on SAWPA property, including SAWPA-owned vehicles and equipment.
- Refusing to submit to testing required under this Policy (except tests required for promotion) or to evaluation or to treatment.

#### ***J. Referral, Evaluation and Rehabilitation Treatment***

- Employees who violate this policy may be referred to resources available for evaluation and treatment, but only one time every five years.
- Any costs not covered by the employer provided medical plan benefits for such evaluation and treatment shall be the responsibility of the employee.
- Return to work is not guaranteed after completion of treatment.

#### ***K. Employee Confidentiality***

- Strict employee confidentiality is to be maintained. Employees may be verbally notified of the purpose for collecting urine or breath prior to its collection and use for a drug or alcohol test.
- Records of reports or test results will not be filed in the employee's personnel file but will be filed in a separate confidential medical folder that will be kept under the control of the General Manager.
- Test results only will be disclosed to the tested employee on a strictly "need-to-know" basis, and as allowed by law.
- Disclosures may be required by law to specific decision-makers in a lawsuit, grievance, or other proceedings initiated by or on behalf of an employee arising from a positive drug or alcohol test.
- Disclosure also may be made to inspectors representing Federal, State and local regulatory agencies in the course of their duties.

## **2. Disciplinary Action Policy**

Employees are expected to observe certain standards of job performance and conduct. When job performance or conduct does not meet SAWPA standards, SAWPA may endeavor, at the General Manager's sole discretion, to provide employees with a reasonable opportunity to correct the deficiency regardless of at-will status. If, however, the employee fails to make the correction, he/she will be subject to discipline up to and including termination. Disciplinary actions taken by the General Manager are the final decision of SAWPA and are not subject to further administrative appeal, except that a termination decision may be appealed to the SAWPA Commission on the grounds that the action has a prohibited basis.

SAWPA's Disciplinary Action Policy is outlined in [Appendix 2](#).

## **3. Non-Disciplinary Conflict Resolution Policy**

If an employee has a work-related problem that cannot be resolved by informal discussion between the employee and the supervisor, the following grievance procedure shall be followed. The grievance procedure must be initiated within five (5) working days after the cause of the grievance has occurred.

The grievance procedure shall apply for any good faith or reasonable complaint of an employee or group of employees involving the interpretation, application or enforcement of this Personnel Handbook. Complaints involving disciplinary actions, termination of temporary, part-time, contract employees, or interns are not subject to this section. This grievance procedure is intended to create a structured format for conflict resolution, but it does not alter the at-will employment status of any employee.

## **A. Conflict Resolution Steps**

### **i) Step 1: Immediate Supervisor**

The employee shall formally submit a written grievance to their supervisor. The grievance must include a brief description of the problem, any supporting documentation and a suggested solution. The supervisor must answer the grievance in writing within five (5) working days.

### **ii) Step 2: Department Manager**

If the grievance is not resolved in Step 1, the written grievance shall be forwarded to the Department Manager within five (5) working days of the immediate Supervisor's written decision. Within five (5) working days after receipt of the written grievance, the Department Manager will meet with the employee. Within five (5) working days of the meeting, the employee will receive a written decision regarding the grievance.

### **iii) Step 3: General Manager**

If the grievance is not resolved in Step 2, the written grievance will be forwarded to the General Manager within five (5) working days of the Department Manager's written decision. Within five (5) working days after receipt of the written grievance, the General Manager will meet with the employee. Within five (5) working days after the meeting, the employee will receive a written decision. The decision of the General Manager is the final decision of SAWPA and is not subject to further administrative appeal.

## **4. Confidentiality**

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to confidential information regarding SAWPA, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by SAWPA.

## **5. Media Contacts**

Employees may be approached for interviews or comments by the news media. Only the General Manager or authorized staff may comment to the media on events relevant to SAWPA.

## 6. Employer Property

Desks, computers, cell phones, and vehicles are SAWPA property and must be maintained according to SAWPA rules and regulations. They must be kept clean and are to be used only for work-related purposes. SAWPA reserves the right to inspect all Agency property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Agency property may be removed from the premises.

Prior authorization is required if using a SAWPA cell phone results in roaming or additional charges. Absent this approval, the employee may be responsible to reimburse SAWPA for additional charges that result from exceeding plan limits, including data caps.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave SAWPA. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## 7. Technology Use and Security

SAWPA provides various Technology Resources to employees to assist them in performing their job duties. The purpose of these resources, including, but not limited to, electronic mail (email) and voicemail systems, and SAWPA's Internet access are to provide an efficient and effective means of internal and external communications. All employees shall comply with SAWPA's policy, as approved by the General Manager, addressing access to and the disclosure of information from such electronic systems.

**It is important to understand that electronic communications are the property of SAWPA, are subject to complete access, search, monitor, inspection and review by SAWPA officials, may be accessed by a court of law, and are not subject to a right of privacy.**

### **A. Use**

All electronic communications using SAWPA equipment, including, but not limited to, voice-mail messages, email communications and internet usage, are subject to monitoring by SAWPA and thus a SAWPA employee shall not have any expectation of privacy with respect to such communications. SAWPA provides computers and Internet access (including e-mail) to its employees to assist and facilitate business communications and work-related research. These services are for legitimate business use only in the course of your assigned duties. All materials, information and software created, transmitted, downloaded or stored on SAWPA's computer system are the property of SAWPA and may be accessed only by authorized personnel. However, SAWPA e-mail addresses should not be used for online shopping or other personal transactions. A personal account, such as Gmail, should be used instead. Employees may use computers or access the Internet for reasonable nonbusiness use during mealtime or other breaks, so long as all other provisions of these computer and network policies, are followed.

Non-exempt employees should not use or check office e-mail except during working hours, unless instructed to do so in a particular case by their supervisor, in which case they should record their time.

## ***B. E-mail***

The following guidelines should be followed for e-mail messages, both within the office and over the Internet:

- i. Never say anything in e mail that you would not (or should not) say to the person's face. Sometimes when we would be uncomfortable saying something in person, we are tempted to use the impersonal method of e mail. Don't yield to that temptation.
- ii. Do not assume your messages will be completely private. As a general rule, people can't read each other's e-mail. However, there are a number of ways someone could read e-mail intended for somebody else, or e-mail supposedly deleted. If a matter is sensitive, discuss it over the phone or in person, not by e mail. This is especially true of personnel matters.
- iii. Avoid disparaging remarks about others in the office. Especially avoid anything that might be perceived later as harassment or discrimination. Discrimination claims often involve e mail messages. Whatever inoffensive context there might have been for the message is lost when it is put before a jury.
- iv. If you do receive or become aware of an e mail message that you consider out of line, please bring it to the attention of the appropriate person immediately and it will be handled in accordance with SAWPA's harassment policy.
- v. Be cognizant of the use of "reply all" to ensure you do not inadvertently reply to an unintended recipient.

## ***C. Software***

Computers will include an up-to-date operating system, a browser, other supporting software, a basic Microsoft Office Suite, and other utilities as deemed appropriate by SAWPA's IT staff.

Any software additions to the computer system must be approved by SAWPA's IT Department.

## ***D. Software Use***

SAWPA does not condone the illegal duplication of software. All software in use at SAWPA is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software of SAWPA's computers without prior written authorization of the General Manager.

## ***E. Social Media***

Employees may participate in newsgroups or chats in the course of business when relevant to their duties, but they do so as individuals speaking only for themselves. Where an individual participant is identified as an employee of SAWPA, the employee must refrain from an unauthorized endorsement or appearance of endorsement by SAWPA of any commercial product or service.



Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal confidential SAWPA information and any other material covered by existing SAWPA confidentiality policies and procedures. Employees releasing protected information via a newsgroup or chat – whether or not the release is inadvertent – will be subject to discipline.

Employees should always be fair to fellow employees and people who work for SAWPA. Also, employees should keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers or by utilizing SAWPA procedures or resolving disputes and complaints.

### ***F. Monitoring***

SAWPA reserves the right to monitor use of the e mail system or the Internet at any time. You should not consider your Internet usage or e-mail communications to be private. Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure.

## **8. Dress and Appearance**

Appropriate dress is required. Employees shall comply or be subject to corrective action.

## **9. Other Employment**

Employees who wish to engage in additional employment must submit a written request to SAWPA explaining the details of the additional employment. If the additional employment is authorized, SAWPA assumes no responsibility for it. SAWPA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## **10. Working Off-Site**

SAWPA recognizes that in some circumstances it is in the best interest of both the employee and SAWPA to work off-site. For exempt employees only, SAWPA has established a policy for working off-site. The terms and conditions for working off-site are as established from time to time by management and incorporated herein by reference.

## **11. Remote Work**

SAWPA has established a Remote Work policy. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

## **12. Conflicts of Interest**

All employees must avoid situations involving actual or potential conflicts of interest. Employees must avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.

## **13. Prohibited Conduct**

The following conduct is prohibited and will not be tolerated by SAWPA. This list of prohibited conduct is illustrative only; other types of conduct that threaten or diminish security, personal safety, employee welfare, and Agency operations also are prohibited. (Additional illustrations are provided in [Appendix 2.](#))

- Falsifying employment records, employment information, or other SAWPA records.
- Theft and deliberate or careless damage or destruction of any SAWPA property, or the property of any employee or customer.
- Removing or borrowing SAWPA property without prior authorization.
- Unauthorized use of SAWPA equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on SAWPA property.
- Carrying firearms or any other dangerous weapons on SAWPA premises at any time.
- Engaging in criminal conduct, whether or not related to job performance.
- Causing, creating, or participating in a disruption of any kind during working hours on SAWPA property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Using abusive language at any time on SAWPA premises.
- Failing to notify a supervisor when unable to report to work.
- Unreported absence of three consecutive workdays.
- Failing to obtain permission to leave work for any reason during normal working hours.
- Failing to provide a physician's certificate when requested or required to do so.
- Sleeping or malingering on the job.
- Wearing disturbing, unprofessional, or inappropriate styles of dress or hair while working.
- Violating any safety, health, security, or SAWPA policy, rule, or procedure.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Committing of or involvement in any act of unlawful harassment of another individual.
- Failing to promptly report work-related injury or illness.
- Discourteous treatment of employees or others.
- Consuming alcohol or illicit drugs while at work, or reporting to work in an impaired state due to the effects of drugs or alcohol consumed off-site.
- Reporting to work impaired or unable to perform duties due to excessive fatigue or any other reason.
- Operating SAWPA vehicles, or personal vehicles while conducting SAWPA business, in violation of state law, including the use of cellular phones without "hands free" capability.

This statement of prohibited conduct does not alter SAWPA's policy of at-will employment. Either you or SAWPA remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## VIII. HARRASSMENT AND DISCRIMINATION; WORKPLACE VIOLENCE

### 1. Harassment Policy

#### DISCRIMINATORY WORKPLACE HARASSMENT POLICY AND COMPLAINT PROCEDURE

##### **A. Purpose**

The purpose of this Policy is to clearly establish SAWPA's commitment to provide a work environment free from harassment, to define discriminatory harassment, and to set forth the procedure for investigating and resolving internal complaints of harassment. Because of the tremendous importance of a workplace free from any form of harassment, all supervisory employees of SAWPA shall receive training regarding this policy at least once every two years. Additionally, each supervisor or manager shall review this policy with his or her personnel regularly during each employee's annual performance evaluation. Specifically, this policy shall be fully discussed with each employee, supervisor, and manager to ensure that its contents are known by the employee.

All jobs with SAWPA are extremely important to our community. It is critical that all employees treat all other employees with dignity and respect. Because of the unique circumstances present in many SAWPA jobs, it is the responsibility of each and every employee, supervisor and manager to make sure that there is no inappropriate behavior occurring in the workplace. Inappropriate behavior will not be tolerated.

This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation, and training.

##### **B. Policy**

Harassment of an applicant, client, contractor, business invitee, customer, supervisor, manager, or employee by a supervisor, management employee, co-worker, or others on the basis of race, religious background, color, national origin, ancestry, disability, medical condition (including cancer), marital status, veteran status, political affiliation, workers' compensation record, pregnancy, sexual orientation, gender, gender identity, age (40+), or any other basis protected by federal, state or local law, ordinance or regulation is explicitly in violation of State and/or Federal law and will not be tolerated by SAWPA.

Employees, supervisors or managers found to be participating in any form of job-based harassment or retaliation against any other employee shall be subject to disciplinary action up to and including termination from employment.

##### **C. Responsibilities**

###### **i) Management**

It is the responsibility of management to develop this policy, keep it up to date, and to ensure that any violation of this policy brought to their attention is dealt with fairly,

quickly, and impartially. All managers also have the responsibility of setting the proper example.

**ii) Supervision**

It is the responsibility of supervision to enforce the policy, to make a periodic review with each employee to ensure they know the policy and to regularly check the workplace and environs to ensure the policy is being followed. When a deviation from this policy is noted or reported, supervisors shall bring this information to management immediately. All supervisors also have the responsibility of setting the proper example.

**iii) Workers**

It is the responsibility of each and every employee to know the policy and to follow the policy. It is imperative that every employee treats every other employee with dignity and respect.

***D. Definitions***

For purposes of clarification, harassment includes, but is not limited to, the following behaviors:

**i) Physical harassment**

Physical harassment includes: assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy, or movement. These include pinching, patting, grabbing, inappropriate behavior in or near bathrooms, rest/sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

**ii) Sexual harassment**

Sexual harassment includes any act which is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

**iii) Verbal harassment**

Verbal harassment includes: epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments whether made in general, directed to an individual, or to a group of people regardless of whether or not the behavior was intended to harass. This includes but is not limited to inappropriate sexually oriented comments on appearance, including dress or physical features, sexual rumors, code words, and race oriented stories.

**iv) Visual or written forms of harassment**

Visual or written forms of harassment include: derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, cards, E-mails, texts, bulletins, drawings or pictures. This applies to both posted material and material maintained in or on SAWPA equipment or personal property in the workplace.

**v) Workplace Bullying**

Bullying is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or

others, at the place of work and/or in the course of employment. Examples of bullying include:

- Exclusion – socially or physically excluding or disregarding a person in work-related activities.
- Gesture bullying – non-verbal threatening gestures or glances which can convey threatening messages.
- Physical bullying – pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, and/or damage to a person’s work area or property.
- Verbal bullying – slandering or ridiculing a person or his/her family, persistent name calling which is hurtful, insulting or humiliating, using a person as a butt of jokes, and abusive and offensive remarks.

Additionally, the following are some examples that may constitute or contribute to evidence of bullying in the workplace:

- Shouting or raising voice at an individual in public and/or private.
- Not allowing the person to speak or express him/herself (i.e., ignoring or interrupting).
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person’s job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors which cannot be confirmed.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, deliberately giving ambiguous instructions, etc.).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person’s idea.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.

### ***E. Workplace Relationships***

It is natural for people who meet in the workplace to sometimes become romantically involved, and it is not SAWPA’s intent to interfere with any dating relationship. Any involvement between employees must be voluntary and desired by both parties. However, many problems have developed in employment settings because of dating relationships, and they can interfere with SAWPA’s goal to have a sound professional work environment. It is not inappropriate for a person to ask out a co-worker. However, if you do not want to go out with another employee, it is imperative that your response to the request is firm and definite. After this firm, definite response has been made, it is inappropriate for the requesting party to make any further attempt to initiate a dating relationship. Repeated requests under these circumstances for a

dating relationship constitute Sexual Harassment. It also is inappropriate for any relationship to interfere with normal work operations in any manner. Personnel who desire to become involved with someone in the workplace must be aware of the following guidelines.

- There shall be no dating activities on SAWPA time or SAWPA property.
- There shall be no use of SAWPA property to arrange dating activities.
- All behavior between employees shall be conducive to a sound professional work environment at all times when on SAWPA property or on SAWPA time. Hand holding, kissing, hugging, sexual comments and other behavior generally associated with a dating relationship are inappropriate while on SAWPA time or SAWPA property.
- Any relationship involving employees at different levels on the chain of command (or where one party has functional supervision over another) shall be reported by the person of higher rank to their supervisor immediately. Failure to report this relationship is a violation of this policy. The manager receiving this information shall immediately contact Human Resources and inform them of the relationship. Human Resources shall contact the General Manager and make recommendations to ensure that this relationship will not detract from a sound professional work environment. Such recommendations may include the transfer of the higher-ranking person to another unit if feasible.

## ***F. Complaint Procedure***

### **i) Confrontation**

If any person feels they are the victim of any form of harassment, they are encouraged to inform the person(s) participating in this behavior that he/she finds it offensive. This one-on-one confrontation has been demonstrated to be an effective way to end harassing behaviors. If the inappropriate behaviors do not stop, the offended employee can initiate either an informal or formal complaint as described below. Because confrontation is difficult for some people and because of the complex nature of harassment, employees are not required to confront an offending party prior to initiating this complaint procedure.

### **ii) Informal Complaint**

Any employee, client, contractor, customer or job applicant who believes he or she is a victim of discriminatory workplace harassment should make a complaint orally or in writing with any of the following:

- Immediate supervisor.
- Any supervisor or manager within or outside of their unit.
- General Manager.

Any supervisor or manager who observes inappropriate behavior or receives a harassment complaint shall notify the General Manager immediately. (If the complaint is against the General Manager, the Chair of the Commission shall receive the complaint and assume the role of the General Manager throughout this policy).

An informal resolution will be attempted whenever appropriate. If the informal resolution process is unsuccessful, the complainant may direct a formal complaint to the General Manager.

**iii) Formal Complaint**

If after an initial investigation is conducted there is no resolution and/or no conciliation of the preliminary complaint, a formal written complaint can be filed by the complainant. The General Manager will issue a Discriminatory Workplace Harassment Form to the complainant. This form shall be completed, signed, and returned to the General Manager within five (5) days after issuance.

Upon receipt of the formal written complaint, the General Manager will contact the alleged harasser(s) who will be informed of the basis of the complaint, will be given a copy of Form, and will be provided an opportunity to respond. The response shall be in writing, addressed to the General Manager, and received by the General Manager within ten (10) calendar days after being notified of the complaint. Concurrently, a formal investigation of the complaint may be commenced.

**iv) Review of Response and Findings**

Upon receipt of the response, the General Manager may further investigate the formal complaint. Such investigation may include interviews with the complainant, the accused harasser(s), and any other persons determined by the General Manager to possibly have relevant knowledge concerning the complaint. This may include victims of similar conduct.

Factual information gathered through the investigation will be reviewed to determine whether the alleged conduct constitutes harassment, giving consideration to all factual information, the totality of the circumstances including the nature of the verbal, physical, visual, or sexual conduct and the context in which the alleged incident(s) occurred.

The results of the investigation and the determination as to whether harassment occurred shall be final and binding and will be reported to appropriate persons including the complainant, the alleged harasser(s), the supervisor, and the division head within twenty (20) calendar days from the receipt of the response.

***G. Disciplinary Action***

If harassment is determined to have occurred, the General Manager shall take prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense, up to and including termination from employment. If discipline is imposed, the nature and extent of the discipline will not be divulged to the complainant.

***H. Retaliation***

Retaliation in any manner against a person for filing a harassment charge or initiating a harassment complaint, testifying in an investigation, providing information or assisting in an investigation, is expressly prohibited and subject to disciplinary action up to and including termination. The General Manager will take reasonable steps to protect the victim(s) and other

potential victims from further harassment, and to protect the victim(s) from any retaliation as a result of communicating the complaint. Employees also are protected by California law against retaliation for opposing harassment, or filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing or the Fair Employment and Housing Commission.

### ***I. Confidentiality***

Confidentiality will be maintained to the fullest extent possible in accordance with applicable Federal, State and local law.

### ***J. False Complaints***

Knowingly, falsely accusing someone of harassment or otherwise knowingly giving false or misleading information in an investigation of harassment will result in disciplinary action, up to and including, termination of employment. This section is not intended to discourage employees from making complaints regarding job-based harassment. However, false complaints adversely impact the workplace and the career of the accused, even when disproved, and will not be tolerated.

### ***K. Limitations***

The use of this procedure is limited to complaints related to discriminatory workplace harassment on the basis of race, religious background, color, national origin, ancestry, disability, medical condition (including cancer), marital status, veteran status, political affiliation, workers' compensation record, pregnancy, sexual orientation, gender, gender identity or age (40+). All other complaints shall be handled through the Employee Grievance Procedure as established in this Handbook (see Non-Disciplinary Conflict Resolution section on page 39).

### ***L. Distribution***

This policy shall be disseminated to all employees, supervisors and managers of SAWPA. Any questions, concerns or comments related to this policy should be directed to the General Manager.

Harassment or discrimination on the basis of race, religious belief, color, national origin, ancestry, medical condition, marital status, sex, age, disability, gender identity, sexual orientation, or bringing forward a complaint based on any of these categories is against SAWPA's standards of conduct, is prohibited by State and Federal regulations and constitutes a violation of SAWPA policy for any employee, including officials, managers and supervisors. SAWPA will not tolerate any such harassment or discrimination of its employees, and will take corrective action when this policy is violated.

### ***M. External Reporting Procedure***

- Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors or others may file a complaint with the California Department of Fair Employment & Housing or the Fair Employment and Housing Commission ("DFEH"). The phone number for DFEH is located in the phone book under government agencies. DFEH also maintains a website.



- Charges filed with the DFEH are investigated by the DFEH.
- In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not settled, DFEH may issue a determination on the merits of the case.
- Where a case is not settled and the DFEH finds a violation to exist, it can prosecute the charging party's case before the Fair Employment & Housing Commission ("FEHC"). Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee or former employee include possible reinstatement to a former job, award of a job applied for, back pay, front pay, attorneys' fees and, under appropriate circumstances, actual damages and/or administrative fines. In the alternative, DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

## 2. Workplace Violence

SAWPA has adopted the following workplace violence policy to ensure a safe working environment for all employees.

SAWPA has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons on SAWPA premises and at SAWPA-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event that you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage SAWPA property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

SAWPA's workplace violence program is described in detail in the Illness and Injury Prevention Program (IIPP).

## IX. SAFETY

### 1. Safety Plan

SAWPA employees are sometimes required to visit construction project areas, perform work in laboratories; perform operations, maintenance, and repair activities on the Brine Line; or work in other hazardous or potentially hazardous areas. Those participating in such assignments shall wear appropriate protective clothing and equipment as a precaution against injury. Such protective equipment may be obtained from the appropriate supervisor.

SAWPA maintains an Injury and Illness Prevention and Safety Plan (Safety Plan) containing detailed safety regulations applicable to all employees working in the following areas:

- Office Environment
- Construction Management
- Field Reconnaissance
- Operations and Maintenance of the Brine Line

Copies of the Safety Plan are made available to all employees and generally are reviewed at staff meetings annually.

The full and complete cooperation of all employees in preventing accidents is required. Compliance and observance of safety rules is mandatory. SAWPA management always welcomes suggestions for improvement of working conditions and the elimination of hazards.

Personnel visiting, inspecting, or working on a construction job site, performing O&M of the Brine Line, or performing field reconnaissance, must comply with the Federal and State Occupational Safety Health Act (OSHA), as well as owner's and construction contractor's regulations, and must use protective clothing and/or equipment provided by SAWPA. Employees are responsible to comply with OSHA regulations and must use safety equipment supplied, such as hard hats, safety shoes, etc.

All "on-the-job" injuries, no matter how slight, MUST be reported immediately to the employee's supervisor, who then promptly files a written report with Human Resources. SAWPA maintains Workers' Compensation insurance, which has provision for payment of medical expenses and other expenses resulting from "on-the-job" injuries (see Workers Compensation section).

## **2. Workers' Compensation**

Whenever an employee sustains an injury or disability arising out of and in the course of SAWPA's employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code, Section 4600 et seq., and shall receive compensation for hours not worked while obtaining such medical care. For more information, see SAWPA's Injury and Illness Prevention and Safety Plan.

In order to minimize serious disability due to on-the-job injuries and to reduce the effect to SAWPA's injured employees, SAWPA has developed a policy to deal with time loss claims in which the employee may be offered temporary modified work. Modified jobs may be offered after obtaining from a qualified treating physician the injured employee's physical limitations or restrictions. "Modified" might be the employee's regular job, modified by heavier tasks being assigned to other employees; a different regular job currently existing at the workplace; or a job, which is specifically designed around the employee's restrictions.

The modified job, if offered, is a temporary adjustment, and will be limited to 120 calendar days. Each case will be assessed individually, and the modified job may be extended an additional 90 calendar days at the General Manager's discretion. Modified work may not be offered in every instance. Whenever an employee is compelled by a physician to be absent from duty on account of injury or disability, such employee shall be placed on Workers' Compensation Leave. The employee shall receive full

compensation for the first three (3) days following the day of the injury. Thereafter, the employee may elect to apply to such absence pro-rated sick leave or vacation if sick leave is exhausted, to receive compensation in an amount equal to the difference between the compensation entitled under the Workers' Compensation Act and the regular pay, not to exceed the amount of accrued leave. An employee who is receiving Workers' Compensation shall continue to accrue sick leave and vacation.

Workers' Compensation benefits begin with the fourth consecutive calendar day of missed work; however, if the absence continues beyond fourteen (14) days, Workers' Compensation will then pay the applicable benefits for the first three (3) days of missed work. When this occurs, the employee will be docked for the first three (3) days that SAWPA previously paid him/her in an amount equal to the Workers' Compensation benefits received.

Employees and supervisors are required to complete the prescribed forms whenever an employee is injured and/or placed on Workers' Compensation Leave. All forms are defined in the Workers' Compensation Industrial Accident Procedure.

### ***A. Return to Work (RTW) Policy***

An employee who has been absent from work due to an injury, illness, or disability is subject to a Return to Work (RTW) medical evaluation by a SAWPA appointed physician when SAWPA has a genuine reason to doubt whether the employee can perform his or her essential job functions. RTW medical evaluations are conducted to determine whether an employee has a medical condition that impacts the employee's ability to perform on the job without any substantial risk of injury to the employee or others.

The degree of complexity of the RTW medical evaluation may differ depending upon the circumstances of the leave, changes in job demands and/or inquiries with or between appropriate management staff and/or the employee's physician. Full consideration will be given by SAWPA to reasonably accommodate the employee.

### ***B. Return to Work from Industrial Injury or Illness***

The decision to return an employee to work or place an employee back on the job with or without modified work, shall be made by the General Manager, independent of any decision made in the workers' compensation process. However, full consideration will be given by SAWPA to reasonably accommodate the employee and the following guidelines will be followed:

- If the employee can perform all essential duties of their job classification without work restrictions and the absence has not been longer than 30 calendar days, the employee shall be returned to work.
- If the employee can perform all essential duties of their job classification, but with temporary work restrictions or there has been an absence of 30 calendar days or more, a review of such work restrictions and their impact on the employee's ability to perform the essential duties of their position will be conducted. An employee will be returned to work if the work restrictions are compatible with all essential duties of the job or modified job, if available.
- If it is determined that the essential duties of the position last held by the employee are not compatible with the employee's work restrictions and the employee is willing to return to

work, placement in an alternative position, if available, will be considered. If no job is available, the employee shall be re-classified as “medically disqualified” and placed on Health Leave while alternative positions are being considered. Health Leave shall be without pay; however, the employee may elect to use accrued leave hours, such as vacation or sick leave to receive compensation. Placement of an employee in an alternative position will not be authorized without approval of the General Manager and the employee’s primary treating physician.

- If, following an interactive process meeting, it is determined that the job demands of the position last held by the employee are not compatible with the employee’s restrictions and there is not an alternative position, or the employee’s restrictions are not compatible with an alternative position, or the employee is not willing to return to work, the employee shall be re-classified as “medically disqualified” and placed on Health Leave. Thereafter, once the employee’s primary treating physician determines that all work-related injuries or illnesses are permanent and stationary, and if the employee still cannot return to work or be reasonably accommodated in their current position or another position, the employee shall be retired for disability or be terminated from employment due to medical disqualification. Before terminating employment, SAWPA will meet its legal obligations to apply for CalPERS disability retirement on behalf of the employee and hold any requested interactive meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

### ***C. Return to Work From Non-Industrial Injury or Illness***

An employee who has been absent from work due to an injury, illness, or disability is subject to a RTW medical evaluation by a SAWPA appointed physician when SAWPA has a genuine reason to doubt whether the employee can perform his or her essential job functions. Based on the findings of the RTW medical evaluation the following guidelines shall be followed:

- If the employee can perform all essential duties of their job classification but with temporary work restrictions, a review of such work restrictions and their impact on the employee's ability to perform the essential duties of their position will be conducted. An employee will be returned to work if the work restrictions are compatible with all essential duties of the job or modified job, if available.
- If, following an interactive process meeting, it is determined that the essential duties of the position last held by the employee are not compatible with the employee's work restrictions and the employee is willing to return to work, placement in an alternative position, if available, will be considered. If no job is available, the employee shall be reclassified as "medically disqualified" and placed on Health Leave while alternative positions are being considered. Health Leave shall be without pay; however, the employee may elect to use accrued leave hours, such as vacation and sick leave to receive compensation. Placement of an employee in an alternative position will not be authorized without approval of the General Manager and the employee's primary treating physician.
- If it is determined that the job demands of the position last held by the employee are not compatible with the employee's restrictions and there is not an alternative position, or the employee's restrictions are not compatible with an alternative position, or the employee is not willing to return to work, the employee shall be reclassified as "medically disqualified"

and is subject to termination from employment due to medical disqualification. Before terminating employment, SAWPA will meet its legal obligations to apply for CalPERS disability retirement on behalf of the employee and hold an interactive process meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

**i) Non-Work Related Health Leave**

When an employee becomes disabled as a result of a non-work related injury or illness, including childbirth or related medical conditions, they shall be placed on a Health Leave. Before being placed on Health Leave, however, an employee may choose to use their vacation pay, floating holiday and sick leave, so that SAWPA's portion of medical, life insurance, and other SAWPA provided benefits will continue to be paid until the employee begins to receive long-term disability insurance benefits. While on Health Leave, an employee shall not earn sick leave or vacation, or be entitled to pay for holidays and SAWPA granted days off, but will have the right to continue with other SAWPA benefits, such as medical insurance, life insurance, etc., at the employee's expense. Contributions to CalPERS will cease until the employee is back on SAWPA's payroll.

At the conclusion of Health Leave, which has not exceeded six (6) months duration, the employee shall return to the duties of the position within the classification to which they were assigned providing their attending physician verifies they are fully able to resume all the responsibilities and duties of their positions and such positions exist. If, at the conclusion of six (6) months from the first day of injury or illness, the employee is still unable to resume the duties of their positions, SAWPA may consider their positions vacated and take the necessary steps to fill them. When and if such employee on Health Leave is able to resume the duties of their positions, as verified by their attending physician's certifications, they will be considered for the first vacancy in the classification of their previous assignments or for any positions for which they are qualified. Their reassignment to duty will take preference over all other applicants for employment for the position for which they are qualified except those laid off for lack of work or funds or those seeking to return from a Work-Related Disability Leave. Before terminating employment, SAWPA will meet its legal obligations to apply for Cal-PERS disability retirement on behalf of the employee and hold any requested interactive meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

### **3. Heat Illness**

SAWPA is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the prevention of heat illness. Please refer to the Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

## 4. Ergonomics

SAWPA is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. SAWPA will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. SAWPA encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

SAWPA believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

## 5. Recreational Activities and Programs

SAWPA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## 6. Security

SAWPA has developed guidelines to help maintain a secure workplace.

- Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
- Report any suspicious persons or activities to security personnel.
- Secure your desk or office at the end of the day.
- When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible.

The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities or when keys are missing.

SAWPA's workplace security program is described in detail in the Illness and Injury Prevention Program (IIPP).

## 7. Driving

SAWPA staff shall use the mode of transportation that provides the highest value to the Agency. Cost, availability, and other factors shall be reviewed when deciding on public transportation, rental car, SAWPA owned/leased vehicle, or privately owned vehicle (paid as mileage).

### ***A. Use of Agency Vehicles***

SAWPA owned, leased, or rented vehicles will be used only for Agency business and shall not be issued to an individual for personal use. Employees who are required to drive an Agency vehicle

or their own vehicles on SAWPA business will be required to show proof of current valid driver's license and current effective insurance coverage.

SAWPA may request that an individual use a SAWPA vehicle on-call, for emergency response, or for employee use such as driving the vehicle home for an early morning departure or other use that may involve having the vehicle at an employee's home. If this is done, all miles driven for commuting or incidental personal use will be reported to the Finance Department on a weekly basis. Miles driven for incidental personal use or commuting must be reported to the IRS as income.

Notwithstanding the previous statement, use of a rental car on travel for incidental personal use will not be added or prohibited unless it increases the cost of the rental. The increase will then be accounted for by the employee. Additionally, fuel costs shall not be reported separately unless significant. SAWPA insurance may not cover any damage or liability during the personal use of the vehicle and employees should check with their insurance for coverage or consider personally paying for the Damage or Liability Waiver.

Vehicle maintenance is the responsibility of all users of the vehicle and any needs or requirements shall be reported to the Executive Manager of Engineering and Operations. The vehicle should always be left with fuel and in proper operating condition.

If the vehicle is used for a specific project, the mileage should be charged to the project, program or fund.

Absent an emergency or without specific written authorization, only SAWPA employees shall operate vehicles owned, leased, or rented by SAWPA.

### ***B. Use of Personal Vehicles***

Employees who drive their own vehicles on SAWPA business will be reimbursed for mileage at the rate set by the IRS at the beginning of every calendar year. An Expense Report must be completed and submitted for approval to the supervisor and General Manager prior to reimbursement.

## **8. Cell Phone Use While Driving**

SAWPA employees are prohibited from using cell phones while driving on SAWPA business and/or SAWPA time, unless you use a hands-free device.

Texting (i.e., writing, sending, or reading text-based communication including text messaging, instant messaging, and e-mail) on a wireless device or cell phone while driving is also prohibited by law.

## **9. Smoking and Vaping**

SAWPA is a smoke-free environment. No smoking or vaping is allowed on SAWPA premises or at SAWPA work sites.

## 10. Work Boot Reimbursement

SAWPA employees that regularly work in the field, including operations and pretreatment staff, are eligible for reimbursement of expenses for the purchase of work boots, as set forth in [Appendix 3](#). Work boots shall meet the requirements of Program 20 - Personal Protective Equipment Program of the SAWPA Injury and Illness Prevention Plan.

Employees must submit a receipt along with a standard SAWPA Expense Form, which is subject to the approval of the General Manager.

## X. EXPENSE REIMBURSEMENT

### 1. Education Reimbursement

#### ***A. Eligibility for Education Reimbursement***

Full-time employees performing their job satisfactorily are eligible for reimbursement after completion of the six-month introductory period.

Eligible courses are those taken for credit and related to the work of the employee's position, occupation, or advancement within SAWPA. This includes prerequisites for work-related courses and those that are required to obtain a degree in a work-related field.

Eligible courses are those taken at an accredited institution. Correspondence courses from reputable institutions will be considered by the General Manager when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.

Courses shall be taken on the employee's time, unless special circumstances warrant otherwise, and prior arrangements have been made with their supervisor and approved by the General Manager.

#### ***B. Education Reimbursement Conditions***

Expenses eligible for reimbursement are tuition, registration, parking, laboratory and material fees and books. Requests for reimbursement in excess of established calendar year limits must be approved by the General Manager and are subject to budgetary limitations. The annual cap for such reimbursement is set by the Commission.

The maximum amount of reimbursement for individual classes will be limited to the cost of tuition in the California State University system, or the actual cost of individual classes/certificate programs taken through the University of California Extension Program (when applicable). If an employee chooses to attend an accredited institution whose cost is higher than these programs, the employee must pay the difference between the two.



Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of "C". For graduate work, a grade acceptable for credit from the institution must be earned.

Funds received from all other sources (such as scholarship grants or Veterans Educational Benefits) must be applied toward the cost of the course before SAWPA's reimbursement is applied.

### ***C. Education Reimbursement Procedure***

The employee shall complete the Tuition Reimbursement Form and submit it to the supervisor and the General Manager for approval prior to beginning the course. Upon satisfactory completion of a course, the employee shall submit a grade report along with receipts of eligible expenses itemized on an Expense Report for approval.

Upon supervisor approval, a reimbursement check will be drawn at the next scheduled check run.

### ***D. Licensing, Certification, or Professional Continuing Education***

Training and fees associated with licensing, certifications, accreditations that are required by the employee's job description, or mandatory professional continuing education to maintain such credentials, will be paid for by SAWPA. For training of this type for credentials that are not required, but that are job related, SAWPA may cover all or part of the expense, in the discretion of the General Manager. The employee should coordinate with his or her supervisor regarding direct agency payment the reimbursement method to be used.

## **2. Travel and Other Expenses**

SAWPA has established a Travel and Expense Policy for reimbursement of expenses incurred by employees while working to further the accomplishments of SAWPA goals and objectives. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

## **3. Credit Card Policy**

SAWPA has established a Credit Card Policy for those employees that are issued credit cards that are to be used when performing duties on behalf of SAWPA. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

# **XI. LEAVING SAWPA**

## **1. Voluntary Resignation**

Voluntary resignation results when an employee voluntarily quits employment at SAWPA.

The effective date of an employee's resignation is the day following the final day worked. Benefits continue through the last day of the month of the final day worked. Employees who are resigning from

SAWPA and who desire to leave in good standing shall give at least two weeks' written notice, which the supervisor shall submit to the General Manager.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued within 72 hours of the last day worked.

## **2. Layoff**

A layoff is a temporary or permanent termination of employment initiated by SAWPA due to lack of work, position or job elimination, or budgetary reasons. In case of layoff, an employee with one or more years of service with SAWPA shall receive as much notice as possible, and SAWPA will use its best efforts to provide at least 15 calendar days' notice.

When an employee is given a notice of layoff, it is expected that the employee will actually be on the job and available for assignment through the last day for which he or she receives regular pay. At the discretion and approval of the General Manager, the employee may be permitted a limited amount of paid or unpaid time off for job interviews.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued on the last day worked.

## **3. Job Abandonment**

Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Human Resources Department at the end of the third workday and initiate the paperwork to terminate the employee.

Employees who are terminated due to job abandonment are ineligible for rehire. However, an appeal may be made in writing to the immediate supervisor. If it is determined that there were extenuating circumstances for the absence and failure to notify, the employee may be reinstated.

A final paycheck will be prepared within 72 hours of termination and will be held at SAWPA unless a written request to mail the paycheck along with a current address is provided.

The effective date of an employee's termination is the day following the third day missed. Benefits continue through the last day of the month of the final day worked.

All SAWPA property must be returned on the final day of employment.

## **4. Involuntary Termination**

Involuntary termination results when an employee violates SAWPA policies and rules, which may warrant disciplinary action (outlined in [Appendix 2](#)).

The effective date of an employee's termination is the day following the final day worked. Benefits continue through the last day of the month of the final day worked.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued on the last day worked.

## **5. Retirement**

Employees who wish to retire should notify their supervisor as well as Human Resources in writing at least three (3) months before the planned retirement date.

All SAWPA property must be returned on the final day of employment.

Employees hired before July 1, 2005, are eligible for retiree medical benefits. Please see the Employment Benefits section on page 18 for more information.

## **6. Exit Interview**

The General Manager will interview employees leaving SAWPA and will have the reasons for termination clearly stated in writing for inclusion in the employee's permanent personnel record.

All termination forms must be signed at the exit interview and all SAWPA property (i.e., cell phone and accessories, credit cards, keys, etc.) must be returned at that time.

Termination is a general term used to refer to separation of employment such as voluntary resignation, layoff, job abandonment, involuntary termination, and retirement.

## **7. Benefits Paid upon Termination**

An employee will be paid for work actually performed up to, and including, the day of discharge. Any accrued vacation to be paid by SAWPA will be prorated to that date. Any unused accrued sick leave shall be paid to that date based on the schedule set forth in the Leaves of Absence Section on page 21. Upon retirement, an employee may elect to convert all or part of their unused accrued sick leave balance to CalPERS service credit. For more information on calculating service credit, contact CalPERS.

## Confirmation of Receipt

### Receipt of Personnel Handbook Santa Ana Watershed Project Authority

I, \_\_\_\_\_, have received my copy of the Personnel Handbook for Santa Ana Watershed Project Authority and I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Personnel Handbook. I also understand that a breach of the terms and policies may result in disciplinary action, up to and including termination.

I understand the contents of this Handbook constitute only a summary of the Employee benefits, personnel policies, and employment regulations in effect at the time of publication. I understand this Handbook should not be construed as creating any kind of "employment contract" and Santa Ana Watershed Project Authority has the ability to add, change, or discontinue benefits, policies, or other working conditions as it deems appropriate, without obtaining another person's consent or agreement.

I agree that my employment with the Santa Ana Watershed Project Authority is at will, as set forth in the At-Will section of the Handbook, and that this agreement on at-will employment status is the sole and entire agreement between me and the Santa Ana Watershed Project Authority, regarding the term of my employment and the termination thereof; and I further agree that this agreement and at-will employment status cannot be changed in any way, whatsoever, except in a writing which has been approved by the Santa Ana Watershed Project Authority Commission.

I understand that my supervisor, the General Manager, and any other executive member of management are willing to explain any portion of the Handbook that I may wish to discuss or about which I have a question.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **Appendix 1: Non-Exempt/Exempt Positions**

### **Non-Exempt**

Accountant I, II  
Accounting Technician I, II  
Administrative Assistant I, II  
Brine Line Pipeline Operator I, II  
Brine Line Operations Superintendent  
Business Analyst I, II  
Clerk of the Board  
Executive Assistant  
GIS Analyst I, II  
Information System Analyst I,II  
Intern  
Pretreatment Program Technician I, II  
Project Specialist  
Senior Accountant  
Senior Accounting Technician  
Senior Administrative Assistant  
Senior Brine Line Pipeline Operator  
Senior Pretreatment Specialist

### **Exempt**

Administrative Services Manager  
Communications Specialist  
Controller  
Deputy General Manager/Chief Financial Officer  
Engineer/Senior Engineer/Principal Engineer  
Engineering Manager  
Executive Manager of Engineering & Operations  
General Manager  
GIS Project Manager  
Information Systems and Technology Manager  
Manager of Permitting & Pretreatment  
Manager of Operations  
Operations Manager  
Program Manager  
Project Manager  
QC Manager  
Senior GIS Manager  
Senior Project Manager  
Watershed Manager/Senior Watershed Manager/Principal Watershed Manager  
Water Resources and Planning Manager

## Appendix 2: Disciplinary Action Guidelines

### ***Disciplinary Action—Job Performance***

The rules set forth below are intended to provide employees with fair notice of what is expected of them. It is not possible, however, to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of SAWPA, other employees, or the public, also may result in disciplinary action, including termination.

The General Manager shall have the authority to discipline, including termination, any employee in accordance with these guidelines.

### ***Employee Disciplinary Action***

This policy shall be implemented through the procedures and specific guidelines which follow:

1. Disciplinary actions shall be commensurate with the seriousness of the offense.
2. Implementation of discipline to be successful should be:
  - **Prompt** – initiate personnel investigation within 24 hours in most situations.
  - **Impartial** – all employees should be treated fairly.
  - **Consistent** – similar offenses should be treated in a similar manner.
  - **Fair** – with regard to employee's past record and responsibilities.
  - **Corrective** – intent should be to prevent future problems.
  - **Given with Advance Warning** – employees should know that specific actions or omissions would result in disciplinary action up to and including discharge.
  - **Followed Through** – enforcement is consistent.
3. Key Factors in Analyzing Disciplinary Problems:
  - Seriousness of the problem.
  - Length of employment.
  - Frequency and nature of the problem.
  - Employee's work history.
  - Mitigating factors.
  - Degree of orientation, training, or experience previously provided the employee.
  - Existing disciplinary practices and guidelines.
  - Implications for other employees.
  - Management policies.
  - Safety implications for other employees and/or the general public.

## **Sample Offenses**

Disciplinary action may be based upon any of the following:

### ***At fault major accident including driver or second party injury***

Same as *Vehicle Accident* below, but the accident results in injury.

### ***Carelessness or neglect that results in a safety or health hazard to another employee or the public***

### ***Chronic absenteeism/tardiness***

Frequent and continuous unscheduled absences of an individual for reasons other than absences resulting from on-the-job injuries, where such continuous absences substantially reduce the reliability and dependability of the individual to perform his assigned duties, and where they exceed the established standards of the organization.

### ***Conducting non-SAWPA related activities on SAWPA time***

The conduct of non-SAWPA related activities on SAWPA time to the extent it interferes with the performance of assigned duties.

### ***Conviction of an act defined as a felony***

To be convicted of committing an act defined as a felony under the laws of the State of California or the United States. The nature of the conviction would determine the appropriate disciplinary action.

### ***Conviction of an act defined as a misdemeanor involving moral turpitude***

To be convicted of an act defined as a misdemeanor involving moral turpitude under the laws of the State of California or the United States. The nature of the conviction would determine the appropriate disciplinary action.

### ***Discourtesy to the public, a supervisor, or another employee***

Verbal or physical conduct that displays or exhibits a lack of respect to members of the public, a supervisor, or another employee.

### ***Failure to carry out responsibilities and/or authority as set forth in the SAWPA safety rules***

Any inappropriate action or failure to act in accordance with an employee's responsibilities and/or authority as set forth in the SAWPA safety rules.

***Failure to follow directions or procedures***

Failure of an individual to follow a specific direction given or a known and routine procedure in the course of his duties without willful intent where such direction or procedures involve minor or routine matters.

***Failure to maintain minimum job requirements***

The failure to maintain required skills, abilities, and certifications as stipulated in official SAWPA job description for the employee's classification.

***Failure to perform assigned work***

The failure to perform work assigned or required in the accomplishment of job duties in a timely manner.

***Falsifying official reports***

An intentional presentation of inaccurate, incomplete, or false data on any report or other work product. Those reports which have a legal status (i.e., police reports, official statements, etc.) shall be considered a more serious category within this offense.

***Fraud in securing and/or maintaining employment***

To falsify any information provided or to be misleading by the information provided, including omissions, in an attempt to gain, secure, or maintain employment with SAWPA.

***Illegal drug possession or use***

The possession or use of any illegal drug.

***Improper conduct toward the public***

To act in an insulting, provocative, intimidating, or flagrantly discourteous manner toward any member of the public.

***Improper political activity***

Use of SAWPA time or materials to promote a specific political position or candidate.

***Incompetence***

The inability to meet the standards of performance established for the position held due to lack of skill, knowledge, or ability.

***Inexcusable neglect of duty***

To perform a duty or act in a negligent manner or to fail to perform assigned or known duties and obligations that are critical in nature.



***Insubordination***

Actions by an individual that clearly and obviously indicate a resistance or defiance of a Supervisor's authority or clearly treat the supervisor with disrespect, including the use of obscene or threatening language or acting in a violent or intimidating manner.

***Loss of equipment through neglect***

To misplace or lose SAWPA equipment through negligence or lack of safeguarding.

***Misuse of SAWPA time***

The use of SAWPA time for activities inappropriate in the work place (i.e., horseplay, loafing, creating disruption between employees, etc.).

***Misuse or damage of SAWPA property or equipment***

The use of SAWPA property or equipment for purposes not intended, or in such a manner for which the equipment is not designed, or which is unsafe; or damage to property or equipment due to negligence.

***Non-approved leave***

An individual being absent from the work place without proper authorization for a period of time less than the normal workday.

***Non-approved absence without leave***

Being absent from the workplace without proper authorization for a full workday or shift. Each such absence shall be considered a separate offense.

***Physical assault or battery***

To physically intimidate or attack another individual through the use or intended use of force.

***Physical or mental disability***

The presence of some physical or mental disability, as determined by an authorized medical physician, that prohibits or interferes with an individual's ability to successfully achieve the established standards of job performance or to perform the essential duties of the position. Based on the employee's disability, full consideration will be given by SAWPA to reasonably accommodate the employee.

***Possession of an open alcoholic beverage container or use during the working hours***

The possession of an open alcoholic beverage container or use of alcohol during working hours or on SAWPA property.

***Selling or dispersion of drugs***

The attempt, intent, or actual sale or dispersion of drugs to another individual.

***Sexual harassment***

See SAWPA Harassment Policy Statement.

***Tardiness***

Failure to report to work or return from breaks or meals at scheduled times.

***Theft***

The theft of SAWPA property or property of another individual.

***Untruthfulness***

Providing false information or withholding accurate and complete information from a supervisor when such information would be routinely provided as a function of normal job duties or as specifically requested.

***Vehicle Accident***

A vehicle accident involving SAWPA equipment in which the investigating law enforcement agency determines the employee was at fault, and where the resulting damage was minor or major in nature.

***Violation of Federal, State or local laws***

The conviction of minor infractions and misdemeanors committed while on duty.

***Violation of a SAWPA safety regulation***

The violation of any of the regulations specified in the SAWPA safety rules.

***Violation of SAWPA rules and regulations, policies, and procedures except for unauthorized use of SAWPA vehicles***

See SAWPA policies, rules, and ordinances for specifics.

***Violation of traffic laws***

See Ordinance No. 49, as amended.

***Willful disobedience***

The intentional and willful failure of an individual to follow specific verbal or written directions or instructions of a supervisor.

***Working under the influence of an intoxicating substance***

Being on SAWPA property or operating SAWPA vehicles or equipment while under the influence of an intoxicating substance, which includes but is not limited to, alcohol or any other drug, glue, paint thinner, etc., which causes substantial impairment of motor or mental abilities.

***Types of Disciplinary Actions***

- Counseling
- Oral Reprimand
- Written Reprimand
- Suspension Without Pay for 5 days or less
- Suspension Without Pay in Excess of 5 Days
- Reduction in Pay
- Demotion
- Discharge

***Procedural Guidelines for Disciplinary Actions***

Generally, a regular employee is apprised of the disciplinary action, given the reasons for that action, given a copy of any supporting documentation, and given a chance to respond to the action, either orally or in writing, by explaining his or her side of the story. SAWPA has provided the process described here to ensure that discipline is both effective and fair, but not to alter the at-will status of any employee.

***Informal Discipline***

***Counseling***

This step in the progressive disciplinary process includes any informal discussion with an employee designed to assist the employee to fully develop skills and abilities. When there is a disciplinary problem, counseling is usually the first action taken to assist the employee in clarifying and resolving the problem. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, or seek information. It is especially important that this step be taken promptly to avoid the need to escalate the disciplinary action.

Counseling is usually done by the immediate supervisor, but may be done by any supervisory staff up to and including the General Manager.

***Oral Reprimand***

Oral reprimands should be given by supervisors when counseling has failed to produce the desired changes. The supervisor should follow the same procedures as in the counseling interview, but must also inform the employee that an oral reprimand is being given.

An oral reprimand may be given by the immediate supervisor or any supervisory staff up to and including the General Manager.

## ***Formal Discipline***

### ***Written Reprimand***

If counseling and oral reprimands have failed to resolve a problem, a written reprimand is often the next step in progressive disciplinary action.

A written reprimand is a formal notice to the employee that further disciplinary action may be taken unless performance or behavior improves.

A written reprimand may be presented by any supervisor up to and including the General Manager.

### ***Suspension without Pay***

This form of discipline normally would be the next step where counseling and reprimands have failed to achieve correction of unacceptable behavior, although it may be used as a first form of discipline for some offenses. This action shall only be initiated upon the General Manager's review. An employee may be put on Administrative Leave with pay where the employee's continued presence may be disruptive or constitutes a danger to the safety of the employee or others in the opinion of his supervisor, or in the opinion of any superior in the chain of command above the supervisor.

### ***Demotion or Reduction in Pay***

Demotion to a position with a lower salary range or a reduction in pay to a lower paying salary step shall be used primarily in response to an employee's failure to maintain minimum job requirements, incompetence or an inability to perform the essential duties of a position. It may also be used, however, for any form of misconduct. Such action shall be reviewed and approved by the General Manager and finalized as a written order of discipline.

### ***Discharge***

Permanent termination of an employee's employment with SAWPA is a decision of the General Manager. Termination decisions may be appealed to the SAWPA Commission on the grounds that the decision has a prohibited basis. The termination decision is effective while the appeal process is pending.

## ***Urgent Circumstances***

Under urgent circumstances, an employee may be removed or ordered from the work place without following the guidelines outlined above and be placed on administrative leave with pay if, in the opinion of the employee's supervisor or other superior officer, the continued presence of the employee may create a risk of harm to the employee or to others. In such case, the employee's supervisor shall document the circumstances that give rise to said risk of harm.

**Appendix 3:**  
**Reimbursement Caps** *(Effective June 6, 2023)*

| <b>Program</b>           | <b>Limit</b> | <b>Per</b>    |
|--------------------------|--------------|---------------|
| Wellness Program         | \$150.00     | Fiscal Year   |
| Professional Memberships | \$300.00     | Fiscal Year   |
| Work Boot Reimbursement  | \$175.00     | Fiscal Year   |
| Education Reimbursement  | \$5,250.00   | Calendar Year |

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Santa Ana Watershed Project Authority  
Cash Transaction Report  
Month of April 2023

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      | \$ 2,361,766.95               |
| Net Investment Transfers                   | 23,511.63                     |
| Cash Disbursements                         | <u>(1,573,749.90)</u>         |
| Net Change for Month                       | \$ 811,528.68                 |
| Balance at Beginning of Month              | <u>1,174,454.47</u>           |
| Balance at End of Month per General Ledger | <u><b>\$ 1,985,983.15</b></u> |
| Collected Balance per Bank Statement       | <u><u>\$ 2,070,069.98</u></u> |

**ACCOUNTS PAYABLE RECONCILIATION**

|   |                               |
|---|-------------------------------|
| Accounts Payable Balance @ 03/31/2023                                 | \$ 8,917,414.58               |
| Invoices Received for April 2023                                      | 1,025,256.71                  |
| Invoices Paid by check/wire during April 2023 (see attached register) | <u>(1,291,375.72)</u>         |
| Accounts Payable Balance @ 04/30/2023                                 | <u><u>\$ 8,651,295.57</u></u> |

**CASH RECEIPTS**

|  |                 |
|--|-----------------|
| Brine Line Operating Revenues          | \$ 975,707.17   |
| Participant Fees                       | 148,114.00      |
| LESJWA Admin Reimbursement             | 11,671.57       |
| Grant Proceeds - Prop 1 DACI           | 91,865.29       |
| Grant Proceeds - Prop 84               | 105,263.87      |
| Grant Proceeds - Prop 84 Pass-throughs | 1,028,404.05    |
| Other                                  | <u>741.00</u>   |
| Total Receipts and Deposits            | \$ 2,361,766.95 |

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**INVESTMENT TRANSFERS**

|                              |                  |
|------------------------------|------------------|
| Transfer of Funds:           |                  |
| From (to) US Bank            | \$ -             |
| From (to) LAIF               | -                |
| From (to) Legal Defense Fund | -                |
| From (to) LESJWA             | -                |
| From (to) Investments        | <u>23,511.63</u> |
| Total Investment Transfers   | \$ 23,511.63     |

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**CASH DISBURSEMENTS**

|                          |                               |
|--------------------------|-------------------------------|
| By Check or ACH:         |                               |
| Payroll                  | \$ -                          |
| Operations               | <u>1,291,375.72</u>           |
| Total Checks Drawn       | \$ 1,291,375.72               |
| By Cash Transfer:        |                               |
| Payroll                  | \$ 181,957.34                 |
| Payroll Taxes            | <u>100,416.84</u>             |
| Total Cash Transfers     | \$ 282,374.18                 |
| Total Cash Disbursements | <u><u>\$ 1,573,749.90</u></u> |



Santa Ana Watershed Project Authority  
Check Detail  
Apr-23

| Category                       | Check #      | Check Date | Type | Vendor                           | Check Amount         |
|--------------------------------|--------------|------------|------|----------------------------------|----------------------|
| Asset                          | EFT05187     | 4/20/2023  | CHK  | Mergent Systems, Inc.            | \$ 7,592.89          |
| <b>Asset Total</b>             |              |            |      |                                  | <b>\$ 7,592.89</b>   |
| Audit Fees                     | EFT05161     | 4/13/2023  | CHK  | C.J. Brown & Company CPAs        | \$ 550.00            |
| <b>Audit Fees Total</b>        |              |            |      |                                  | <b>\$ 550.00</b>     |
| Auto Expense                   | 5531         | 4/20/2023  | CHK  | County of Riverside              | \$ 1,062.24          |
| <b>Auto Expense Total</b>      |              |            |      |                                  | <b>\$ 1,062.24</b>   |
| Benefits                       | 5524         | 4/6/2023   | CHK  | Cal PERS Long Term Care Program  | \$ 187.43            |
| Benefits                       | 5529         | 4/20/2023  | CHK  | Cal PERS Long Term Care Program  | \$ 187.43            |
| Benefits                       | 5538         | 4/27/2023  | CHK  | Mutual Of Omaha                  | \$ 3,339.08          |
| Benefits                       | EFT05144     | 4/6/2023   | CHK  | MissionSquare                    | \$ 3,558.63          |
| Benefits                       | EFT05147     | 4/6/2023   | CHK  | MissionSquare                    | \$ 427.58            |
| Benefits                       | EFT05167     | 4/20/2023  | CHK  | Aflac                            | \$ 410.63            |
| Benefits                       | EFT05169     | 4/20/2023  | CHK  | MissionSquare                    | \$ 3,558.63          |
| Benefits                       | EFT05176     | 4/20/2023  | CHK  | MissionSquare                    | \$ 427.58            |
| Benefits                       | EFT05188     | 4/27/2023  | CHK  | ACWA JPIA                        | \$ 47,609.62         |
| Benefits                       | EFT05198     | 4/27/2023  | CHK  | HealthEquity, Inc.               | \$ 140.00            |
| Benefits                       | P044542      | 4/6/2023   | WDL  | Public Employees' Retirement     | \$ 24,301.94         |
| Benefits                       | P044543      | 4/6/2023   | WDL  | CalPERS Supplemental Income      | \$ 6,058.31          |
| Benefits                       | P044578      | 4/13/2023  | WDL  | Public Employees' Retirement     | \$ 1,344.87          |
| Benefits                       | P044623      | 4/20/2023  | WDL  | CalPERS Supplemental Income      | \$ 6,072.60          |
| Benefits                       | P044624      | 4/20/2023  | WDL  | Public Employees' Retirement     | \$ 24,323.03         |
| Benefits                       | WDL000006057 | 4/6/2023   | WDL  | WageWorks                        | \$ 36.34             |
| Benefits                       | WDL000006060 | 4/11/2023  | WDL  | WageWorks                        | \$ 12.70             |
| Benefits                       | WDL000006061 | 4/12/2023  | WDL  | WageWorks                        | \$ 5.00              |
| Benefits                       | WDL000006062 | 4/13/2023  | WDL  | WageWorks                        | \$ 148.16            |
| Benefits                       | WDL000006063 | 4/14/2023  | WDL  | WageWorks                        | \$ 52.00             |
| Benefits                       | WDL000006072 | 4/19/2023  | WDL  | WageWorks                        | \$ 20.85             |
| Benefits                       | WDL000006073 | 4/24/2023  | WDL  | WageWorks                        | \$ 20.00             |
| Benefits                       | WDL000006074 | 4/25/2023  | WDL  | WageWorks                        | \$ 29.99             |
| Benefits                       | WDL000006075 | 4/25/2023  | WDL  | WageWorks                        | \$ 10.00             |
| Benefits                       | WDL000006077 | 4/26/2023  | WDL  | WageWorks                        | \$ 159.65            |
| Benefits                       | WDL000006079 | 4/27/2023  | WDL  | WageWorks                        | \$ 218.15            |
| <b>Benefits Total</b>          |              |            |      |                                  | <b>\$ 122,660.20</b> |
| Building Deposit               | 5532         | 4/20/2023  | CHK  | Wilson Property Services, Inc    | \$ 2,248.40          |
| <b>Building Deposit Total</b>  |              |            |      |                                  | <b>\$ 2,248.40</b>   |
| Building Lease                 | 5532         | 4/20/2023  | CHK  | Wilson Property Services, Inc    | \$ 2,232.34          |
| Building Lease                 | 5539         | 4/27/2023  | CHK  | Wilson Property Services, Inc    | \$ 2,499.84          |
| Building Lease                 | 5540         | 4/27/2023  | CHK  | Wilson Property Services, Inc    | \$ 1,998.00          |
| <b>Building Lease Total</b>    |              |            |      |                                  | <b>\$ 6,730.18</b>   |
| Cloud Storage                  | EFT05178     | 4/20/2023  | CHK  | Accent Computer Solutions Inc    | \$ 1,660.90          |
| <b>Cloud Storage Total</b>     |              |            |      |                                  | <b>\$ 1,660.90</b>   |
| Computer Hardware              | EFT05150     | 4/6/2023   | CHK  | Dell Marketing L.P.              | \$ 2,364.19          |
| Computer Hardware              | EFT05191     | 4/27/2023  | CHK  | West Coast Cable, Inc            | \$ 790.00            |
| <b>Computer Hardware Total</b> |              |            |      |                                  | <b>\$ 3,154.19</b>   |
| Consulting                     | EFT05148     | 4/6/2023   | CHK  | Integrated Systems Solutions     | \$ 185.00            |
| Consulting                     | EFT05157     | 4/13/2023  | CHK  | CDM Smith, Inc.                  | \$ 1,078.25          |
| Consulting                     | EFT05159     | 4/13/2023  | CHK  | Integrated Systems Solutions     | \$ 148.00            |
| Consulting                     | EFT05164     | 4/13/2023  | CHK  | Kahn Soares & Conway             | \$ 16,887.50         |
| Consulting                     | EFT05175     | 4/20/2023  | CHK  | CDM Smith, Inc.                  | \$ 14,281.76         |
| Consulting                     | EFT05177     | 4/20/2023  | CHK  | Integrated Systems Solutions     | \$ 555.00            |
| Consulting                     | EFT05178     | 4/20/2023  | CHK  | Accent Computer Solutions Inc    | \$ 2,873.49          |
| Consulting                     | EFT05179     | 4/20/2023  | CHK  | Woodard & Curran Inc.            | \$ 5,616.25          |
| Consulting                     | EFT05182     | 4/20/2023  | CHK  | Water Systems Consulting         | \$ 4,020.00          |
| Consulting                     | EFT05185     | 4/20/2023  | CHK  | West Yost & Associates, Inc.     | \$ 7,454.25          |
| Consulting                     | EFT05192     | 4/27/2023  | CHK  | West Coast Advisors              | \$ 9,750.00          |
| Consulting                     | EFT05195     | 4/27/2023  | CHK  | Santa Ana Watershed Association  | \$ 2,445.69          |
| Consulting                     | EFT05197     | 4/27/2023  | CHK  | Integrated Systems Solutions     | \$ 92.50             |
| Consulting                     | EFT05204     | 4/27/2023  | CHK  | JPW Communications               | \$ 2,916.65          |
| <b>Consulting Total</b>        |              |            |      |                                  | <b>\$ 68,304.34</b>  |
| Credit Cards                   | P044696      | 4/10/2023  | WDL  | US Bank                          | \$ 10,393.95         |
| <b>Credit Cards Total</b>      |              |            |      |                                  | <b>\$ 10,393.95</b>  |
| Director Costs                 | EFT05168     | 4/20/2023  | CHK  | Eastern Municipal Water District | \$ 549.78            |

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| Category                                       | Check #      | Check Date | Type | Vendor                            | Check Amount           |
|--|--------------|------------|------|-----------------------------------|------------------------|
| Director Costs                                 | EFT05172     | 4/20/2023  | CHK  | Western Municipal Water District  | \$ 525.02              |
| Director Costs                                 | EFT05180     | 4/20/2023  | CHK  | Bruce Whitaker                    | \$ 78.60               |
| Director Costs                                 | EFT05181     | 4/20/2023  | CHK  | T. Milford Harrison               | \$ 28.82               |
| Director Costs                                 | EFT05184     | 4/20/2023  | CHK  | Kelly Rowe                        | \$ 50.44               |
| Director Costs                                 | EFT05186     | 4/20/2023  | CHK  | Gilbert Botello                   | \$ 26.86               |
| <b>Director Costs Total</b>                    |              |            |      |                                   | <b>\$ 1,259.52</b>     |
| Dues   | 5537         | 4/27/2023  | CHK  | Clean Water SoCal                 | \$ 538.00              |
| <b>Dues Total</b>                              |              |            |      |                                   | <b>\$ 538.00</b>       |
| Employee Reimbursement                         | EFT05153     | 4/6/2023   | CHK  | Alfredo Vasquez                   | \$ 510.00              |
| Employee Reimbursement                         | EFT05154     | 4/13/2023  | CHK  | Richard Whetsel                   | \$ 119.39              |
| Employee Reimbursement                         | EFT05156     | 4/13/2023  | CHK  | Dean Unger                        | \$ 78.30               |
| Employee Reimbursement                         | EFT05158     | 4/13/2023  | CHK  | Karen Williams                    | \$ 135.73              |
| Employee Reimbursement                         | EFT05170     | 4/20/2023  | CHK  | Mark Norton                       | \$ 34.32               |
| Employee Reimbursement                         | EFT05193     | 4/27/2023  | CHK  | Marie Jauregui                    | \$ 150.00              |
| <b>Employee Reimbursement Total</b>            |              |            |      |                                   | <b>\$ 1,027.74</b>     |
| Facility Repair & Maintenance                  | 5528         | 4/20/2023  | CHK  | West Coast Cable, Inc             | \$ 2,239.00            |
| Facility Repair & Maintenance                  | EFT05149     | 4/6/2023   | CHK  | TNT Elevator Inc                  | \$ 280.00              |
| Facility Repair & Maintenance                  | EFT05151     | 4/6/2023   | CHK  | Riverside Cleaning Systems        | \$ 1,625.00            |
| Facility Repair & Maintenance                  | EFT05162     | 4/13/2023  | CHK  | Douglas Environmental Group       | \$ 1,100.00            |
| Facility Repair & Maintenance                  | EFT05173     | 4/20/2023  | CHK  | Western Exterminator Co.          | \$ 169.05              |
| Facility Repair & Maintenance                  | EFT05196     | 4/27/2023  | CHK  | Golden State Fire Protection      | \$ 650.00              |
| <b>Facility Repair &amp; Maintenance Total</b> |              |            |      |                                   | <b>\$ 6,063.05</b>     |
| HVAC - Scheduled Maintenance                   | EFT05199     | 4/27/2023  | CHK  | HASCO Heating Airconditioning     | \$ 1,429.10            |
| <b>HVAC - Scheduled Maintenance Total</b>      |              |            |      |                                   | <b>\$ 1,429.10</b>     |
| Lab Costs                                      | EFT05155     | 4/13/2023  | CHK  | E. S. Babcock & Sons, Inc.        | \$ 2,534.92            |
| Lab Costs                                      | EFT05174     | 4/20/2023  | CHK  | E. S. Babcock & Sons, Inc.        | \$ 1,467.00            |
| <b>Lab Costs Total</b>                         |              |            |      |                                   | <b>\$ 4,001.92</b>     |
| Landscape Maintenance                          | EFT05163     | 4/13/2023  | CHK  | Sims Tree Health Specialists      | \$ 770.00              |
| Landscape Maintenance                          | EFT05194     | 4/27/2023  | CHK  | Green Meadows Landscape           | \$ 777.00              |
| <b>Landscape Maintenance Total</b>             |              |            |      |                                   | <b>\$ 1,547.00</b>     |
| Legal  | EFT05203     | 4/27/2023  | CHK  | Lagerlof, LLP                     | \$ 4,388.50            |
| <b>Legal Total</b>                             |              |            |      |                                   | <b>\$ 4,388.50</b>     |
| Office Expense                                 | 5536         | 4/27/2023  | CHK  | Printing Connection, Inc.         | \$ 48.94               |
| Office Expense                                 | EFT05146     | 4/6/2023   | CHK  | Awards & Specialties              | \$ 15.23               |
| Office Expense                                 | EFT05165     | 4/20/2023  | CHK  | Aramark Refreshment Services      | \$ 229.36              |
| Office Expense                                 | EFT05189     | 4/27/2023  | CHK  | Aramark Refreshment Services      | \$ 227.69              |
| Office Expense                                 | EFT05205     | 4/27/2023  | CHK  | Konica Minolta Business Solutions | \$ 175.07              |
| <b>Office Expense Total</b>                    |              |            |      |                                   | <b>\$ 696.29</b>       |
| Payroll  | WDL000006045 | 4/7/2023   | WDL  | Direct Deposit 4/7/2023           | \$ 88,185.45           |
| Payroll  | WDL000006048 | 4/7/2023   | WDL  | PR Tax - Federal                  | \$ 39,038.54           |
| Payroll  | WDL000006049 | 4/7/2023   | WDL  | PR Tax - State                    | \$ 8,404.47            |
| Payroll  | WDL000006050 | 4/7/2023   | WDL  | PR Tax - State AZ                 | \$ 93.79               |
| Payroll  | WDL000006058 | 4/12/2023  | WDL  | PR Tax - State AZ                 | \$ 459.20              |
| Payroll  | WDL000006059 | 4/12/2023  | WDL  | PR Tax - State                    | \$ 3,034.89            |
| Payroll  | WDL000006065 | 4/21/2023  | WDL  | Direct Deposit 4/21/2023          | \$ 93,771.89           |
| Payroll  | WDL000006068 | 4/21/2023  | WDL  | PR Tax - Federal                  | \$ 40,664.98           |
| Payroll  | WDL000006069 | 4/21/2023  | WDL  | PR Tax - State                    | \$ 8,627.18            |
| Payroll  | WDL000006070 | 4/21/2023  | WDL  | PR Tax - State AZ                 | \$ 93.79               |
| <b>Payroll Total</b>                           |              |            |      |                                   | <b>\$ 282,374.18</b>   |
| Permit Fees                                    | 5533         | 4/27/2023  | CHK  | County of Orange                  | \$ 743.72              |
| <b>Permit Fees Total</b>                       |              |            |      |                                   | <b>\$ 743.72</b>       |
| Prop 84  | 5530         | 4/20/2023  | CHK  | Riverside County Flood Control    | \$ 94,949.76           |
| Prop 84  | EFT05171     | 4/20/2023  | CHK  | Orange County Water District      | \$ 853,008.52          |
| Prop 84  | EFT05172     | 4/20/2023  | CHK  | Western Municipal Water District  | \$ 80,445.77           |
| <b>Prop 84 Total</b>                           |              |            |      |                                   | <b>\$ 1,028,404.05</b> |
| Safety   | EFT05145     | 4/6/2023   | CHK  | Underground Service Alert         | \$ 229.95              |
| <b>Safety Total</b>                            |              |            |      |                                   | <b>\$ 229.95</b>       |
| Shipping/Postage                               | EFT05143     | 4/6/2023   | CHK  | General Logistics Systems US      | \$ 14.08               |
| Shipping/Postage                               | EFT05190     | 4/27/2023  | CHK  | General Logistics Systems US      | \$ 16.80               |
| <b>Shipping/Postage Total</b>                  |              |            |      |                                   | <b>\$ 30.88</b>        |

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| Category                           | Check #        | Check Date                    | Type | Vendor                           | Check Amount           |
|------------------------------------|----------------|-------------------------------|------|----------------------------------|------------------------|
| Software                           | EFT05160       | 4/13/2023                     | CHK  | Innovyze, Inc.                   | \$ 2,006.00            |
| Software                           | EFT05178       | 4/20/2023                     | CHK  | Accent Computer Solutions Inc    | \$ 2,065.64            |
| Software                           | EFT05183       | 4/20/2023                     | CHK  | Carahsoft Technology Corporation | \$ 5,250.00            |
| <b>Software Total</b>              |                |                               |      |                                  | <b>\$ 9,321.64</b>     |
| Subscriptions                      | EFT05152       | 4/6/2023                      | CHK  | Verizon Connect                  | \$ 104.70              |
| <b>Subscriptions Total</b>         |                |                               |      |                                  | <b>\$ 104.70</b>       |
| Temporary Services                 | EFT05166       | 4/20/2023                     | CHK  | AppleOne, Inc.                   | \$ 396.76              |
| <b>Temporary Services Total</b>    |                |                               |      |                                  | <b>\$ 396.76</b>       |
| Utilities                          | 5522           | 4/6/2023                      | CHK  | Riverside Public Utilities       | \$ 198.45              |
| Utilities                          | 5523           | 4/6/2023                      | CHK  | AT&T                             | \$ 214.84              |
| Utilities                          | 5525           | 4/6/2023                      | CHK  | Burrtec Waste Industries, Inc    | \$ 196.37              |
| Utilities                          | 5526           | 4/13/2023                     | CHK  | Riverside Public Utilities       | \$ 1,897.35            |
| Utilities                          | 5527           | 4/20/2023                     | CHK  | AT&T                             | \$ 967.97              |
| Utilities                          | 5534           | 4/27/2023                     | CHK  | AT&T                             | \$ 868.00              |
| Utilities                          | 5535           | 4/27/2023                     | CHK  | AT&T                             | \$ 1,007.38            |
| Utilities                          | EFT05200       | 4/27/2023                     | CHK  | Verizon Wireless Services LLC    | \$ 1,045.59            |
| Utilities                          | EFT05201       | 4/27/2023                     | CHK  | Verizon Wireless Services LLC    | \$ 383.27              |
| Utilities                          | EFT05202       | 4/27/2023                     | CHK  | Verizon Wireless Services LLC    | \$ 56.39               |
| <b>Utilities Total</b>             |                |                               |      |                                  | <b>\$ 6,835.61</b>     |
| <b>Grand Total</b>                 |                |                               |      |                                  | <b>\$ 1,573,749.90</b> |
|                                    |                | Accounts Payable              |      |                                  |                        |
|                                    | Checks         | \$ 1,218,168.18               |      |                                  |                        |
|                                    | Wire Transfers | \$ 73,207.54                  |      |                                  |                        |
|                                    |                | <u>\$ 1,291,375.72</u>        |      |                                  |                        |
|                                    | Other          | \$ -                          |      |                                  |                        |
|                                    | Payroll        | \$ 282,374.18                 |      |                                  |                        |
| Total Disbursements for April 2023 |                | <u><u>\$ 1,573,749.90</u></u> |      |                                  |                        |

Santa Ana Watershed Project Authority  
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| Check #  | Check Date | Task #        | Task Description  | Vendor Name                     | Total Contract      | Check Amount | Remaining Contract Amount | Notes/Comments |
|----------|------------|---------------|---|---------------------------------|---------------------|--------------|---------------------------|----------------|
| EFT05178 | 4/20/2023  | ACS100-26     | IT Services   | Accent Computer Solutions       | \$ 2,888,000.00     | \$ 2,873.49  | \$ 255,373.94             |                |
| EFT05157 | 4/13/2023  | CDM384-18     | 2023 Triennial Report for MSAR Bacterial Indicator TMDL     | CDM Smith                       | \$ 78,120.00        | \$ 1,078.25  | \$ 74.25                  | Closed 3/31/23 |
| EFT05175 | 4/20/2023  | CDM386-16     | Implementation of SAR regional Bacteria Monitoring Program  | CDM Smith                       | \$ 1,126,600.00     | \$ 14,281.76 | \$ 432,321.88             |                |
| EFT05148 | 4/6/2023   | INSOL100-20   | Great Plains and Journyx Support                            | Integrated Systems Solutions    | \$ 5,000.00         | \$ 185.00    | \$ 1,781.00               |                |
| EFT05159 | 4/13/2023  | INSOL100-19   | HRIS - Greenshades  | Integrated Systems Solutions    | \$ 28,617.36        | \$ 148.00    | \$ 5,338.34               |                |
| EFT05177 | 4/20/2023  | INSOL100-20   | Great Plains and Journyx Support                            | Integrated Systems Solutions    | \$ 5,000.00         | \$ 555.00    | \$ 1,781.00               |                |
| EFT05197 | 4/27/2023  | INSOL100-20   | Great Plains and Journyx Support                            | Integrated Systems Solutions    | \$ 5,000.00         | \$ 92.50     | \$ 1,781.00               |                |
| EFT05204 | 4/27/2023  | JPW392-01     | Emerging Constituents Program Social Media Support          | JPW Communications              | \$ 105,000.00       | \$ 2,916.65  | \$ 6,208.55               |                |
| EFT05164 | 4/13/2023  | KSC374-02     | Basin Monitoring Program TF Regulatory Support              | Kahn, Soares, & Conway          | \$ 116,000.00       | \$ 12,425.00 | \$ 24,172.50              |                |
| EFT05164 | 4/13/2023  | KSC384-02     | MSAR Pathogen TMDL TF Regulatory Support                    | Kahn, Soares, & Conway          | \$ 149,750.00       | \$ 4,462.50  | \$ 85,768.50              |                |
| EFT05195 | 4/27/2023  | SAWA381-01    | Van Buren Bridge Sucker Restoration                         | Santa Ana Watershed Association | \$ 37,097.56        | \$ 2,445.69  | \$ 5,108.16               |                |
| EFT05182 | 4/20/2023  | WSC373-01     | FYE 2023 Roundtable of Regions Network Coordinator          | Water Systems Consulting        | \$ 72,900.00        | \$ 4,020.00  | \$ 21,762.65              |                |
| EFT05192 | 4/27/2023  | WCA100-03-05  | State Legislative Consulting Services                       | West Coast Advisors             | \$ 117,000.00       | \$ 9,750.00  | \$ 68,250.00              |                |
| EFT05185 | 4/20/2023  | WEST374-01    | Workplan for Basin Monitoring Program TF Regulatory Support | West Yost & Associates          | \$ 427,207.00       | \$ 7,454.25  | \$ 56,473.72              |                |
| EFT05179 | 4/20/2023  | RMC504-401-09 | SARCCUP Program Mgmt Services                               | Woodard & Curran                | \$ 84,030.00        | \$ 5,616.25  | \$ 49,613.75              |                |
|          |            |               |   |                                 | <b>\$ 68,304.34</b> |              |                           |                |

**COMMISSION MEMORANDUM NO. 2023.41**

**DATE:** June 20, 2023  
**TO:** SAWPA Commission  
**SUBJECT:** Inter-Fund Borrowing – April 2023  
**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 April 2023. 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                        | 03/31/2023<br>Balance | Loan<br>Receipts      | New<br>Charges     | 04/30/2023<br>Balance |
|------|----------------------------------|-----------------------|-----------------------|--------------------|-----------------------|
| 135  | Proposition 84 Admin R2          | \$76,959.54           | (\$0.00)              | \$0.00             | \$76,959.54           |
| 145  | Proposition 84 Admin R4          | 417,273.63            | (94,907.33)           | 40,148.98          | 362,515.28            |
| 150  | Proposition 1 – Admin            | 112,259.64            | (0.00)                | 19,987.16          | 132,246.80            |
| 397  | Energy – Water DAC               | 4,565.40              | (0.00)                | 2,149.00           | 6,714.40              |
| 398  | DCI 2021 Drought Relief          | 12,894.85             | (91,865.29)           | 1,383.43           | (77,587.01)           |
| 477  | LESJWA Administration            | 10,340.48             | (11,671.57)           | 16,565.41          | 15,234.32             |
|      | <b>Total Funds Borrowed</b>      | <b>\$634,293.54</b>   | <b>(\$198,444.19)</b> | <b>\$80,233.98</b> | <b>\$516,083.33</b>   |
|      | General Fund Reserves Balance    |                       | \$2,505,735.69        |                    |                       |
|      | Less Amount Borrowed             |                       | <u>516,083.33</u>     |                    |                       |
|      | Balance of General Fund Reserves |                       | <u>\$1,989,652.36</u> |                    |                       |

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**

| <b>Fund No.</b>                         | <b>Source of Funding</b>  | <b>Billing Frequency</b> | <b>Projected Payment Time</b> |
|---|---------------------------|--------------------------|-------------------------------|
| 135, 145,150 – Proposition 1 & 84 Admin | DWR – Prop 1 & 84 Grant   | Monthly/Quarterly        | Up to 4 months                |
| 397 – Energy – Water DAC                | City of Riverside Grant   | Quarterly                | Up to 4 months                |
| 398 – DCI 2021 Drought Relief           | DWR – Grant               | Monthly                  | Up to 4 months                |
| 477 – LESJWA Admin                      | Reimbursement from LESJWA | Monthly                  | 2 to 4 weeks                  |
| 504 – Proposition 84 SARCCUP Projects   | DWR – Prop 84 Grant       | Monthly/Quarterly        | Up to 4 months                |

**Fund 135**

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

**Fund 145**

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

**Fund 150**

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

**Fund 397**

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

**Fund 398**

This fund is for the DCI 2021 Drought Relief Grant. 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.

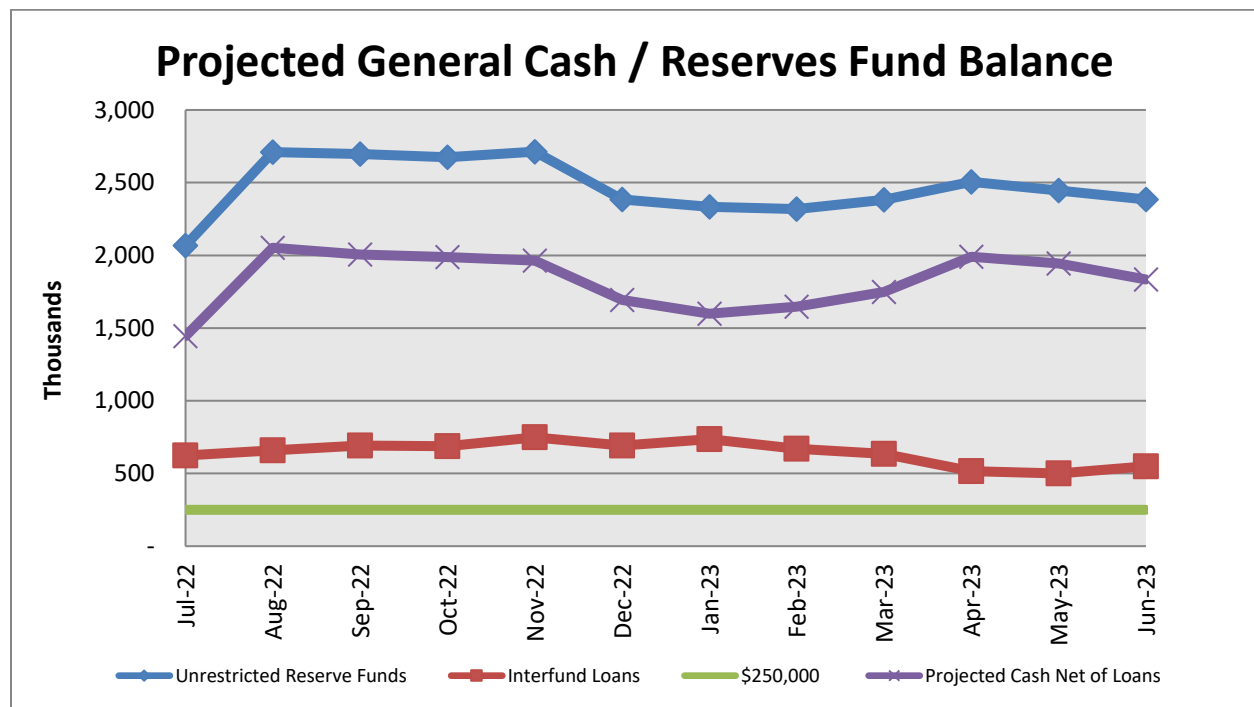
**Fund 504**

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 04/30/2023 | Remaining Grant Budget |
|--------|-----------------------------------|--------------|--------------------------|------------------------|
| 145    | Proposition 84 Admin R4           | \$3,213,384  | (\$1,734,823)            | \$1,478,561            |
| 150    | Proposition 1 Admin               | 1,157,000    | (421,329)                | 735,671                |
| 397    | WECAN – City of Riverside         | 592,417      | (27,177)                 | 565,240                |
| 398    | DCI 2021 Drought Grant            | 5,000,000    | (104,125)                | 4,895,875              |
| 504    | Prop 84 – 2015 Round (SARCCUP)    | 1,543,810    | (939,267)                | 604,543                |
| 505    | Prop 1 – Round 1 Capital Projects | 500,000      | (359,397)                | 140,603                |
| Totals |                                   | \$12,006,611 | (\$3,586,118)            | \$8,420,493            |

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

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## RESOLUTION NO. 452

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

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

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

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

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

4. Loans to reimbursable SAWPA grant contract projects and related efforts for short-term (i.e., current fiscal year) operating cash flow purposes may be borrowed from the SAWPA General Fund Reserve without prior Commission approval. But all such loans shall be reported to the Commission within 30 days of each such loan. Such loans shall be paid off on a continuous basis. The total funds loaned for all such grant contract projects and related efforts shall not exceed \$250,000.00 in the aggregate for each fiscal year, without prior written approval by the Commission. Payment of interest will be based on the actual interest that would have been earned by the SAWPA General Fund Reserve had those funds not been borrowed. Cash flow and receivables will be reported at least quarterly to forecast needs and demonstrate compliance.
5. Prior to June 30<sup>th</sup> 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. 2023.42

**DATE:** June 20, 2023  
**TO:** SAWPA Commission  
**SUBJECT:** Performance Indicators and Financial Reporting – April 2023  
**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 Nine Months Ending Friday, March 31, 2023

|  | General<br>Fund              | Brine Line<br>Enterprise       | Capital<br>Projects        | OWOW<br>Projects              | Roundtable<br>Projects       | Fund<br>Totals                 |
|--|------------------------------|--------------------------------|----------------------------|-------------------------------|------------------------------|--------------------------------|
| <b>Assets</b>                              |                              |                                |                            |                               |                              |                                |
| <b>Current Assets</b>                      |                              |                                |                            |                               |                              |                                |
| Cash and Investments                       | \$3,195,791.83               | \$56,969,329.50                | (\$131,127.49)             | \$1,518,248.69                | \$2,539,129.70               | \$64,091,372.23                |
| Accounts Receivable                        | 12.76                        | 1,892,819.85                   | 0.00                       | 9,606,487.71                  | 181,243.57                   | 11,680,563.89                  |
| Prepays and Deposits                       | 104,777.52                   | 259,901.93                     | 0.00                       | 0.00                          | 0.00                         | 364,679.45                     |
| <b>Total Current Assets</b>                | <u>3,300,582.11</u>          | <u>59,122,051.28</u>           | <u>(131,127.49)</u>        | <u>11,124,736.40</u>          | <u>2,720,373.27</u>          | <u>76,136,615.57</u>           |
| <b>Fixed Assets</b>                        |                              |                                |                            |                               |                              |                                |
| Property, Plant & Equipment                |                              |                                |                            |                               |                              |                                |
| less accum depreciation                    | 1,285,045.82                 | 71,531,527.65                  | 0.00                       | 0.00                          | 0.00                         | 72,816,573.47                  |
| Work In Process                            | 0.00                         | 0.00                           | 397,339.60                 | 0.00                          | 0.00                         | 397,339.60                     |
| <b>Total fixed assets</b>                  | <u>1,285,045.82</u>          | <u>71,531,527.65</u>           | <u>397,339.60</u>          | <u>0.00</u>                   | <u>0.00</u>                  | <u>73,213,913.07</u>           |
| <b>Other Assets</b>                        |                              |                                |                            |                               |                              |                                |
| Wastewater treatment/disposal              |                              |                                |                            |                               |                              |                                |
| rights, net of amortization                | 0.00                         | 20,765,349.75                  | 0.00                       | 0.00                          | 0.00                         | 20,765,349.75                  |
| Inventory - Mitigation Credits             | 0.00                         | 0.00                           | 0.00                       | 0.00                          | 1,910,560.00                 | 1,910,560.00                   |
| Leased Assets, net of amortization         | 27,060.91                    | 135,009.83                     | 0.00                       | 0.00                          | 0.00                         | 162,070.74                     |
| <b>Total Other Assets</b>                  | <u>27,060.91</u>             | <u>20,900,359.58</u>           | <u>0.00</u>                | <u>0.00</u>                   | <u>1,910,560.00</u>          | <u>22,837,980.49</u>           |
| <b>Total Assets</b>                        | <u><u>\$4,612,688.84</u></u> | <u><u>\$151,553,938.51</u></u> | <u><u>\$266,212.11</u></u> | <u><u>\$11,124,736.40</u></u> | <u><u>\$4,630,933.27</u></u> | <u><u>\$172,188,509.13</u></u> |
| <b>Liabilities and Fund Equity</b>         |                              |                                |                            |                               |                              |                                |
| <b>Current Liabilities</b>                 |                              |                                |                            |                               |                              |                                |
| Accounts Payable/Accrued Expenses          | (\$402,460.13)               | \$666,520.02                   | \$36,721.25                | \$8,835,805.71                | \$126,037.79                 | \$9,262,624.64                 |
| 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                     |
| <b>Noncurrent Liabilities</b>              |                              |                                |                            |                               |                              |                                |
| Long-term Debt                             | 0.00                         | 22,233,314.18                  | 0.00                       | 0.00                          | 0.00                         | 22,233,314.18                  |
| Lease Liability                            | 27,219.55                    | 137,256.70                     | 0.00                       | 0.00                          | 0.00                         | 164,476.25                     |
| Deferred Revenue                           | 0.00                         | 60,168,517.50                  | 0.00                       | 0.00                          | 0.00                         | 60,168,517.50                  |
| <b>Total Liabilities</b>                   | <u>(375,240.58)</u>          | <u>83,674,638.27</u>           | <u>36,721.25</u>           | <u>8,835,805.71</u>           | <u>126,037.79</u>            | <u>92,297,962.44</u>           |
| <b>Fund Equity</b>                         |                              |                                |                            |                               |                              |                                |
| Contributed Capital                        | 0.00                         | 20,920,507.03                  | 0.00                       | 0.00                          | 0.00                         | 20,920,507.03                  |
| Retained Earnings                          | 6,431,774.72                 | 44,794,169.15                  | 389,473.60                 | 2,159,833.33                  | 4,164,775.99                 | 57,940,026.79                  |
| Revenue Over/Under Expenditures            | (1,443,845.30)               | 2,164,624.06                   | (159,982.74)               | 129,097.36                    | 340,119.49                   | 1,030,012.87                   |
| <b>Total Fund Equity</b>                   | <u>4,987,929.42</u>          | <u>67,879,300.24</u>           | <u>229,490.86</u>          | <u>2,288,930.69</u>           | <u>4,504,895.48</u>          | <u>79,890,546.69</u>           |
| <b>Total Liabilities &amp; Fund Equity</b> | <u><u>\$4,612,688.84</u></u> | <u><u>\$151,553,938.51</u></u> | <u><u>\$266,212.11</u></u> | <u><u>\$11,124,736.40</u></u> | <u><u>\$4,630,933.27</u></u> | <u><u>\$172,188,509.13</u></u> |

Santa Ana Watershed Project Authority  
Revenue & Expenses by Fund Type  
For the Nine Months Ending Friday, March 31, 2023

|                                      | General<br>Fund     | Brine Line<br>Enterprise | Capital<br>Projects   | OWOW<br>Projects    | Roundtable<br>Projects | Fund<br>Totals        |
|--------------------------------------|---------------------|--------------------------|-----------------------|---------------------|------------------------|-----------------------|
| <b>Operating Revenue</b>             |                     |                          |                       |                     |                        |                       |
| Discharge Fees                       | \$0.00              | \$9,256,269.54           | \$0.00                | \$0.00              | \$0.00                 | \$9,256,269.54        |
| Grant Proceeds                       | 0.00                | 0.00                     | 0.00                  | 7,728,151.41        | 0.00                   | 7,728,151.41          |
| Financing Proceeds                   | 0.00                | 0.00                     | 0.00                  | 0.00                | 163,510.49             | 163,510.49            |
| Total Operating Revenue              | 0.00                | 9,256,269.54             | 0.00                  | 7,728,151.41        | 163,510.49             | 17,147,931.44         |
| <b>Operating Expenses</b>            |                     |                          |                       |                     |                        |                       |
| Labor                                | 1,570,243.04        | 855,454.88               | 6,058.84              | 446,137.46          | 113,853.43             | 2,991,747.65          |
| Benefits                             | 472,805.51          | 359,291.10               | 2,544.70              | 187,377.73          | 47,818.46              | 1,069,837.50          |
| Indirect Costs                       | 0.00                | 1,375,571.42             | 9,742.62              | 717,389.02          | 183,076.27             | 2,285,779.33          |
| Education & Training                 | 15,483.38           | 1,236.00                 | 0.00                  | 115.61              | 0.00                   | 16,834.99             |
| Consulting & Professional Services   | 244,349.46          | 62,010.00                | 103,042.58            | 578,309.90          | 652,683.43             | 1,640,395.37          |
| Operating Costs                      | 1,545.75            | 2,161,274.76             | 0.00                  | 437.96              | 141.11                 | 2,163,399.58          |
| Repair & Maintenance                 | 43,902.99           | 70,897.13                | 0.00                  | 0.00                | 0.00                   | 114,800.12            |
| Phone & Utilities                    | 44,011.05           | 7,458.72                 | 0.00                  | 0.00                | 0.00                   | 51,469.77             |
| Equipment & Computers                | 177,864.41          | 51,679.16                | 0.00                  | 2,000.00            | 0.00                   | 231,543.57            |
| Meeting & Travel                     | 34,905.18           | 2,028.33                 | 0.00                  | 4,271.28            | 208.84                 | 41,413.63             |
| Other Administrative Costs           | 126,183.15          | 67,970.83                | 0.00                  | 10,934.38           | 10,242.14              | 215,330.50            |
| Indirect Costs Applied               | (2,288,299.13)      | 0.00                     | 0.00                  | 0.00                | 0.00                   | (2,288,299.13)        |
| Other Expenses                       | 55,356.04           | 137,319.84               | 38,594.00             | 0.00                | 0.00                   | 231,269.88            |
| Construction                         | 0.00                | 0.00                     | 0.00                  | 7,130,106.18        | 0.00                   | 7,130,106.18          |
| Total Operating Expenses             | 498,350.83          | 5,152,192.17             | 159,982.74            | 9,077,079.52        | 1,008,023.68           | 15,895,628.94         |
| Operating Income (Loss)              | (498,350.83)        | 4,104,077.37             | (159,982.74)          | (1,348,928.11)      | (844,513.19)           | 1,252,302.50          |
| <b>Nonoperating Income (Expense)</b> |                     |                          |                       |                     |                        |                       |
| 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                  | 143,900.00          | 1,138,155.00           | 1,282,055.00          |
| Interest Income                      | 34,781.37           | 1,165,066.43             | 0.00                  | 9,800.46            | 17,412.10              | 1,227,060.36          |
| Interest Expense - Debt Service      | 0.00                | (514,300.57)             | 0.00                  | 0.00                | 0.00                   | (514,300.57)          |
| Other Income                         | 6,492.36            | 7,979.80                 | 0.00                  | 0.00                | 0.00                   | 14,472.16             |
| Retiree Medical Benefits             | (50,080.30)         | 0.00                     | 0.00                  | 0.00                | 0.00                   | (50,080.30)           |
| Total Nonoperating Income (Expense)  | 716,628.43          | 658,745.66               | 0.00                  | 1,478,025.46        | 1,175,567.10           | 4,028,966.65          |
| Excess Rev over (under) Exp          | <u>\$218,277.60</u> | <u>\$4,762,823.03</u>    | <u>(\$159,982.74)</u> | <u>\$129,097.35</u> | <u>\$331,053.91</u>    | <u>\$5,281,269.15</u> |

Aging Report  
 Santa Ana Watershed Project Authority  
 Receivables as of April 30, 2023

| Customer Name                                  | Project              | Total        | 0-30 Days    | 31-60 Days   | 61 and Over  |
|--|----------------------|--------------|--------------|--------------|--------------|
| Chino Basin Desalter Authority                 | Brine Line           | 354,833.59   | 185,578.75   | 169,254.84   |              |
| Corona, City of                                | Weather Modification | 5,000.00     |              |              | 5,000.00     |
| Department of Water Resources                  | Prop 84, Prop 1      | 6,925,559.98 |              | 202,243.51   | 6,723,316.47 |
| Eastern Municipal Water District               | Brine Line           | 449,381.18   | 222,928.89   | 226,452.29   |              |
| Inland Empire Utilities Agency                 | Brine Line           | 207,648.68   | 106,394.10   | 101,254.58   |              |
| Jurupa Community Services District             | Basin Monitoring     | 21,458.00    |              |              | 21,458.00    |
| Rialto BioEnergy                               | Brine Line           | 309,477.60   | 300,580.72   | 8,896.88     |              |
| Riverside, City of                             | WECAN                | 2,716.96     |              |              | 2,716.96     |
| San Bernardino Valley Municipal Water District | Brine Line           | 290,980.28   | 147,260.36   | 143,719.92   |              |
| Western Municipal Water District               | Brine Line           | 716,143.54   | 372,700.64   | 343,442.90   |              |
| Total Accounts Receivable                      |                      | 9,283,199.81 | 1,335,443.46 | 1,195,264.92 | 6,752,491.43 |

Santa Ana Watershed Project Authority  
Open Task Orders Schedule  
Apr-23  
(Reflects Invoices Received as of 05/18/2023)

| Task Order No.<br>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 |
|-------------------------------------|----------|--------------------------------|---|------------|------------|-------------------|---------------|----------------|----------------|------------------|----------------|----------|
| ACS100-26                           | 100-00   | Accent Computer Solutions      | IT Services   | 01/01/2023 | 12/31/2026 | \$ 288,000.00     | \$ -          | \$ 288,000.00  | \$ 32,626.06   | \$ 255,373.94    | Dean Unger     |          |
| FEBR100-01                          | 100-00   | Fedak & Brown, LLP             | Professional Audit Services                             | 04/19/2022 | 06/30/2023 | \$ 79,980.00      | \$ -          | \$ 78,980.00   | \$ 20,800.00   | \$ 58,180.00     | Karen Williams |          |
| FOST100-01                          | 100-00   | Foster & Foster                | GASB 68 Cost-Sharing Risk Pool Plan for 2023            | 03/01/2023 | 06/30/2024 | \$ 1,600.00       | \$ -          | \$ 1,600.00    | \$ -           | \$ 1,600.00      | 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   | \$ 64,941.65   | \$ 7,758.35      | Edina Goode    |          |
| GPA100-02                           | 100-00   | Gillis & Panichapan Architects | Lobby Security Improvements - Bid Documents and Support | 04/19/2023 | 04/18/2024 | \$ 74,600.00      | \$ -          | \$ 74,600.00   | \$ -           | \$ 74,600.00     | Edina Goode    |          |
| INSOL100-19                         | 100-00   | Integrated Systems Solutions   | Great Plains and Journyx Support                        | 03/01/2022 | 12/31/2023 | \$ 17,294.06      | \$ 11,323.30  | \$ 28,617.36   | \$ 23,279.02   | \$ 5,338.34      | 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    | \$ 3,219.00    | \$ 1,781.00      | Dean Unger     |          |
| KON100-08                           | 100-00   | Konica Minolta                 | Copiers and Scanners Lease                              | 01/15/2021 | 01/15/2025 | \$ 29,040.00      | \$ -          | \$ 29,040.00   | \$ 18,167.10   | \$ 10,872.90     | Dean Unger     |          |
| LSGK100-11                          | 100-00   | Lagerlof, LLP                  | Legal Services  | 07/01/2022 | 06/30/2023 | \$ 99,830.00      | \$ -          | \$ 99,830.00   | \$ 34,336.50   | \$ 65,493.50     | Jeff Mosher    |          |
| NEO100-01                           | 100-00   | NEOGOV                         | NEOGOV and Governmentjobs.com                           | 05/17/2023 | 06/30/2025 | \$ 13,527.00      | \$ -          | \$ 13,527.00   | \$ -           | \$ 13,527.00     | Edina Goode    |          |
| SOL100-14                           | 100-00   | Sol Media                      | Website Related Changes - Project Specific              | 07/01/2022 | 06/30/2023 | \$ 14,400.00      | \$ -          | \$ 14,400.00   | \$ 12,300.00   | \$ 2,100.00      | Dean Unger     |          |
| BMH100-02                           | 100-03   | Bell, McAndrews, & Hiltachk    | FPPC Lobby Reporting                                    | 07/01/2022 | 06/30/2023 | \$ 1,320.00       | \$ -          | \$ 1,320.00    | \$ 1,252.00    | \$ 68.00         | Karen Williams |          |
| WCA100-03-05                        | 100-03   | West Coast Advisors            | State Legislative Consulting Services                   | 01/01/2023 | 12/31/2023 | \$ 117,000.00     | \$ -          | \$ 117,000.00  | \$ 48,750.00   | \$ 68,250.00     | 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   | \$ 49,689.39   | \$ 31,793.61     | David Ruhl     |          |
| DOUG240-04                          | 240      | Douglas Environmental          | On-Call Brine Line Flow Meter Calibration               | 07/01/2021 | 06/30/2023 | \$ 21,575.00      | \$ 1,350.00   | \$ 22,925.00   | \$ 16,795.00   | \$ 6,130.00      | Daniel Vasquez |          |
| DUDK240-07                          | 240      | Dudek                          | Inland Empire Brine Line Master Plan                    | 11/01/2022 | 12/31/2023 | \$ 399,980.00     | \$ -          | \$ 399,980.00  | \$ 43,882.50   | \$ 356,097.50    | David Ruhl     |          |
| DUDK240-08                          | 240      | Dudek                          | Hydraulic Modeling Assistance                           | 03/27/2023 | 06/30/2023 | \$ 20,000.00      | \$ -          | \$ 20,000.00   | \$ -           | \$ 20,000.00     | David Ruhl     |          |
| HAZ240-11                           | 240      | Haz Mat Trans Inc              | Line Draining & Emergency Response                      | 07/01/2021 | 06/30/2023 | \$ 139,360.00     | \$ -          | \$ 139,360.00  | \$ 37,021.25   | \$ 102,338.75    | Daniel Vasquez |          |
| 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     | Daniel Vasquez |          |
| INN240-04                           | 240      | Innerline Engineering          | Brine Line On-Call Inspection Services                  | 07/01/2021 | 06/30/2023 | \$ 99,050.00      | \$ -          | \$ 99,050.00   | \$ 4,400.00    | \$ 94,650.00     | Daniel Vasquez |          |
| INN240-05                           | 240      | Innerline Engineering          | Brine Line Pipeline Cleaning Services                   | 07/01/2022 | 06/30/2024 | \$ 264,880.00     | \$ -          | \$ 264,880.00  | \$ 8,080.00    | \$ 256,800.00    | Daniel Vasquez |          |
| 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     |          |
| DUDK320-03-05                       | 320-03   | Dudek                          | Agua Mansa Lateral Design                               | 09/01/2022 | 06/30/2023 | \$ 87,440.00      | \$ 12,000.00  | \$ 99,440.00   | \$ 99,410.08   | \$ 29.92         | David Ruhl     |          |
| W&C320-01                           | 320-03   | Woodard & Curran               | Reach IV & IV-B DIP Condition Assessment                | 02/01/2023 | 11/22/2023 | \$ 392,356.00     | \$ -          | \$ 392,356.00  | \$ 39,749.80   | \$ 352,606.20    | Daniel Vasquez |          |
| 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    |          |
| DUDK373-07                          | 373      | Dudek                          | Grant Application Support for IRWM                      | 10/04/2022 | 10/31/2023 | \$ 22,200.00      | \$ -          | \$ 80,830.00   | \$ 54,783.75   | \$ 26,046.25     | Ian Achimore   |          |
| RINC373-01                          | 373      | Rincon Consultants             | ICARP RRGF Strategic Planning and Grant Assistance      | 03/15/2023 | 09/30/2023 | \$ 49,632.00      | \$ -          | \$ 49,632.00   | \$ -           | \$ 49,632.00     | Rachel Gray    |          |
| 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   | \$ 51,137.35   | \$ 21,762.65     | Ian Achimore   | 328      |
| KSC374-02                           | 374      | Kahn, Soares, & Conway         | Basin Monitoring TF Regulatory Support                  | 07/01/2021 | 06/30/2023 | \$ 116,000.00     | \$ -          | \$ 116,000.00  | \$ 91,827.50   | \$ 24,172.50     | Mark Norton    |          |



Santa Ana Watershed Project Authority  
Open Task Orders Schedule  
Apr-23  
(Reflects Invoices Received as of 05/18/2023)

| Task Order No.<br>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 |
|-------------------------------------|----------|---|--|------------|------------|-------------------|---------------|-----------------|----------------|------------------|---------------|----------|
| WEST374-01                          | 374      | West Yost   | Workplan for Basin Monitoring Program TF Planning          | 07/01/2021 | 03/31/2024 | \$ 339,102.00     | \$ 88,105.00  | \$ 427,207.00   | \$ 370,733.28  | \$ 56,473.72     | Mark Norton   |          |
| WEST374-02                          | 374      | West Yost   | Ambient Water Quality Pilot Study for Nitrogen and TDS     | 01/01/2023 | 12/31/2023 | \$ 339,960.00     | \$ -          | \$ 339,960.00   | \$ 63,490.79   | \$ 276,469.21    | Mark Norton   |          |
| 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   | \$ 309,488.84  | \$ 14,336.16     | Mark Norton   |          |
| DRI378-01                           | 378      | Board of Regents of the Nevada System of Higher Education | Weather Modification Pilot Validation                      | 10/26/2022 | 10/17/2027 | \$ 155,000.00     | \$ -          | \$ 155,000.00   | \$ 6,141.96    | \$ 148,858.04    | Mark Norton   |          |
| NAWC370-03                          | 378      | North American Weather Consultants                        | SAR Weather Modification Pilot Operations                  | 07/01/2022 | 06/30/2026 | \$ 1,061,912.00   | \$ -          | \$ 1,061,912.00 | \$ 73,425.00   | \$ 988,487.00    | Mark Norton   |          |
| SAWA381-01                          | 381      | Santa Ana Watershed Association                           | Van Buren Bridge Sucker Restoration                        | 09/26/2018 | 10/31/2023 | \$15,130.20       | \$21,967.36   | \$37,097.56     | \$31,989.40    | \$5,108.16       | Ian Achimore  |          |
| 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    | \$ 32,506.25   | \$ 34,493.75     | 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   | \$ 63,981.00   | \$ 85,769.00     | Rick Whetsel  |          |
| CDM386-16                           | 386      | CDM Smith   | Implementation of SAR Regional Bacteria Monitoring Program | 01/01/2021 | 06/30/2024 | \$ 1,070,535.00   | \$ 56,065.00  | \$ 1,126,600.00 | \$ 694,278.12  | \$ 432,321.88    | 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   | \$ 30,453.96   | \$ 117,323.11    | 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   | \$ 98,791.45   | \$ 6,208.55      | 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    | \$ 14,222.50   | \$ 32,277.50     | Mark Norton   |          |
| QUAN504-01                          | 504-04   | Quantum Spatial, Inc.                                     | Water Efficiency Budget Assistance                         | 02/10/2021 | 09/30/2023 | \$ 594,387.00     | \$ 20,000.00  | \$ 614,387.00   | \$ -           | \$ 614,387.00    | 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    | \$ 34,416.25   | \$ 49,613.75     | Ian Achimore  |          |

\$ 4,870,278.99

## LIST OF SAWPA FUNDS

| <b>Fund No.</b> | <b>Fund Description</b>                             | <b>Fund Group</b> |
|-----------------|---|-------------------|
| 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             | DCI 2021 Drought Relief Grant                       | 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              |

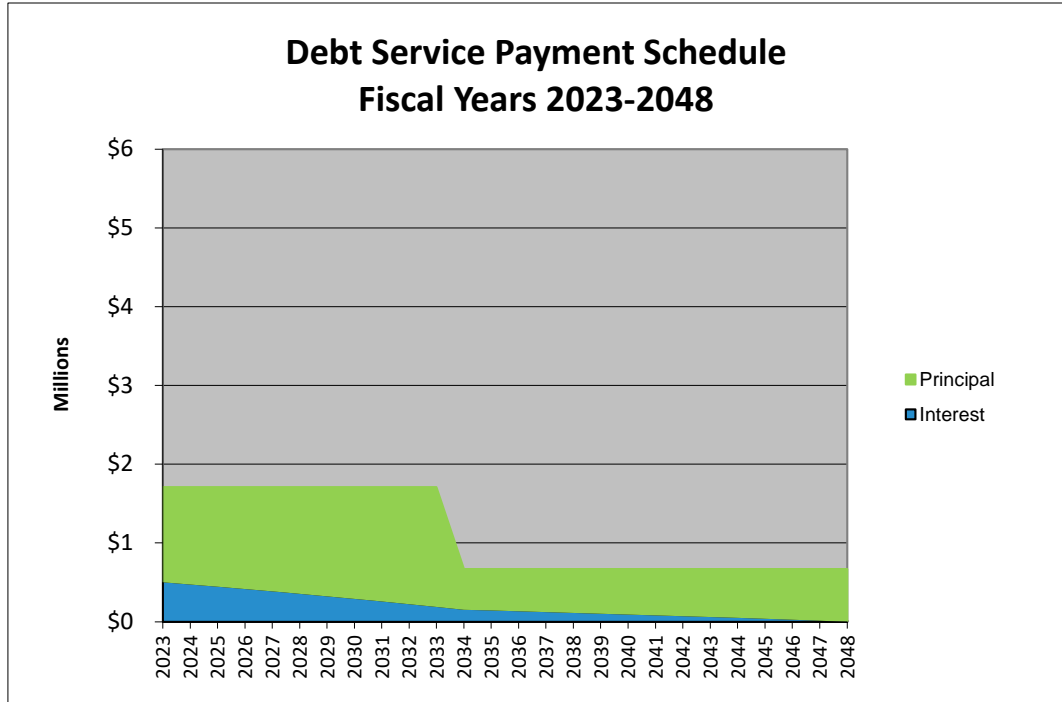
Santa Ana Watershed Project Authority  
 Brine Line Debt Service Funding Analysis  
 April 30, 2023

| FYE               | Rates      | Loan Pymts   | Interest Earned * | Excess Cash | Ending Cash Balance |
|-------------------|------------|--------------|-------------------|-------------|---------------------|
| Beginning Balance |            |              |                   |             | 2,829,589           |
| 2023              | 1,709,476  | (1,709,476)  | 61,694            | 61,694      | 2,891,283           |
| 2024              | 1,709,476  | (1,709,476)  | 57,826            | 57,826      | 2,949,109           |
| 2025              | 1,709,476  | (1,709,476)  | 58,982            | 58,982      | 3,008,091           |
| 2026              | 1,709,476  | (1,709,476)  | 60,162            | 60,162      | 3,068,253           |
| 2027              | 1,709,476  | (1,709,476)  | 61,365            | 61,365      | 3,129,618           |
| 2028              | 1,709,476  | (1,709,476)  | 62,592            | 62,592      | 3,192,210           |
| 2029              | 1,709,476  | (1,709,476)  | 63,844            | 63,844      | 3,256,055           |
| 2030              | 1,709,476  | (1,709,476)  | 65,121            | 65,121      | 3,321,176           |
| 2031              | 1,709,476  | (1,709,476)  | 66,424            | 66,424      | 3,387,599           |
| 2032              | 1,709,476  | (1,709,476)  | 67,752            | 67,752      | 3,455,351           |
| 2033              | 1,709,476  | (1,709,476)  | 69,107            | 69,107      | 3,524,458           |
| 2034              | 665,203    | (665,203)    | 70,489            | 70,489      | 3,594,947           |
| 2035              | 665,203    | (665,203)    | 71,899            | 71,899      | 3,666,847           |
| 2036              | 665,203    | (665,203)    | 73,337            | 73,337      | 3,740,183           |
| 2037              | 665,203    | (665,203)    | 74,804            | 74,804      | 3,814,988           |
| 2038              | 665,203    | (665,203)    | 76,300            | 76,300      | 3,891,287           |
| 2039              | 665,203    | (665,203)    | 77,826            | 77,826      | 3,969,113           |
| 2040              | 665,203    | (665,203)    | 79,382            | 79,382      | 4,048,495           |
| 2041              | 665,203    | (665,203)    | 80,970            | 80,970      | 4,129,465           |
| 2042              | 665,203    | (665,203)    | 82,589            | 82,589      | 4,212,054           |
| 2043              | 665,203    | (665,203)    | 84,241            | 84,241      | 4,296,295           |
| 2044              | 665,203    | (665,203)    | 85,926            | 85,926      | 4,382,221           |
| 2045              | 665,203    | (665,203)    | 87,644            | 87,644      | 4,469,865           |
| 2046              | 665,203    | (665,203)    | 89,397            | 89,397      | 4,559,263           |
| 2047              | 665,203    | (665,203)    | 91,185            | 91,185      | 4,650,448           |
| 2048              | 665,203    | (665,203)    | 93,009            | 93,009      | 4,743,457           |
|                   | 28,782,271 | (28,782,271) | 1,913,868         | 1,913,868   | -                   |

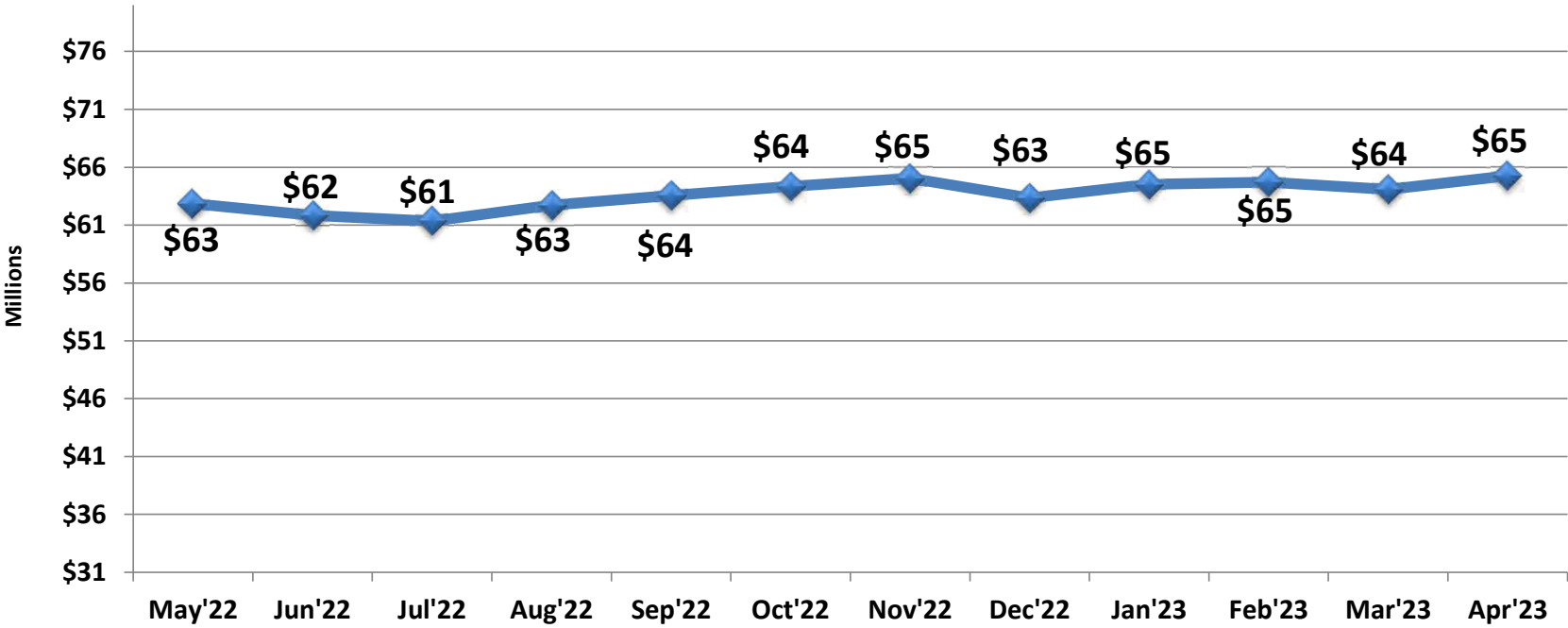
\*Interest earned is based on a conservative 2.00% average return over the period

Santa Ana Watershed Project Authority Brine Line  
Debt Service Payment Schedule  
April 30, 2023

| FYE  | Interest | Principal | Total Payment | 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





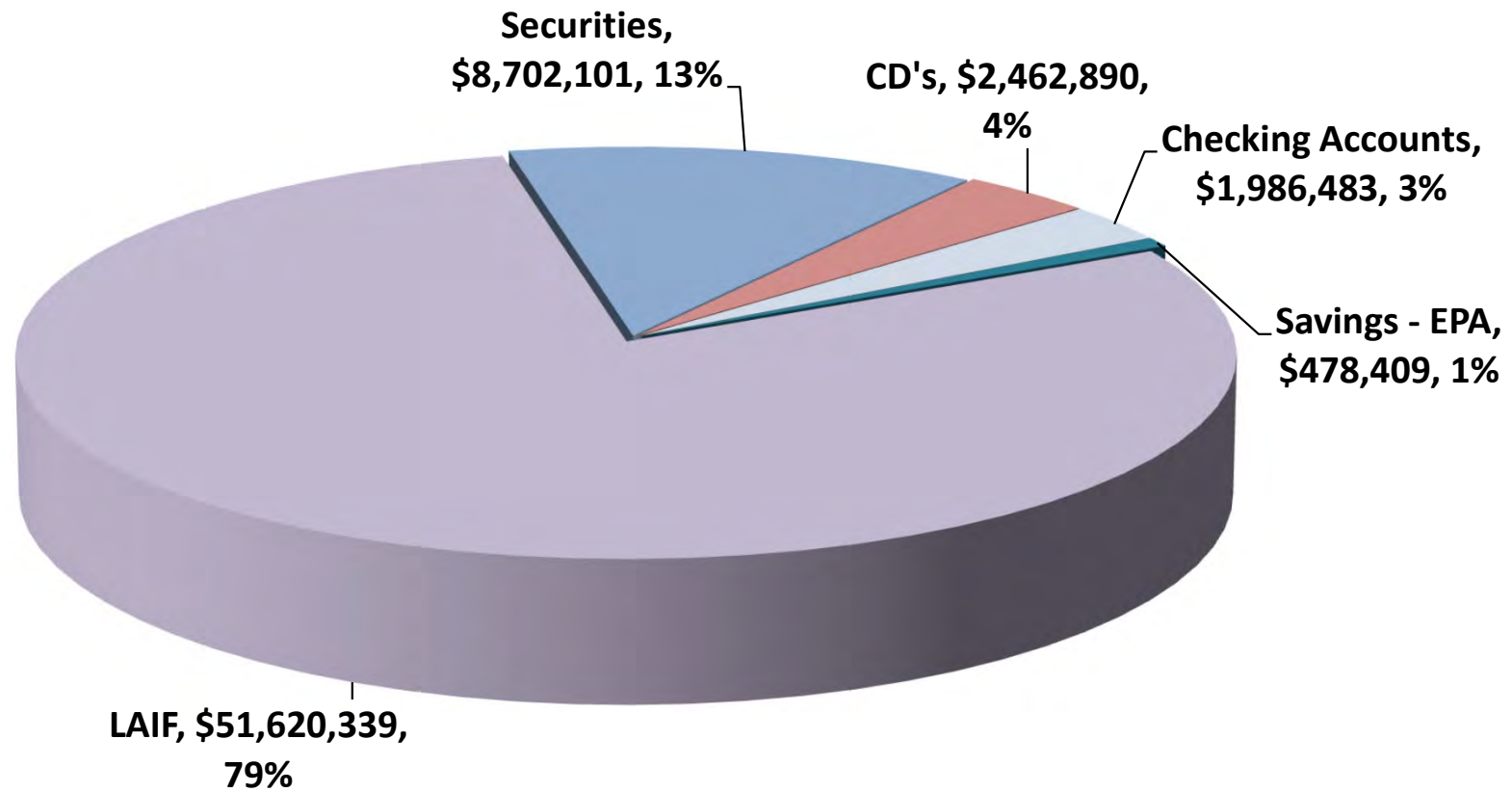
# CASH BALANCE & SOURCE OF FUNDS

*April 30, 2023*

| Fund Accounts |  | Cash and Investments |                    |                 |                |                          |                            |               |
|---------------|--|----------------------|--------------------|-----------------|----------------|--------------------------|----------------------------|---------------|
|               |  | Total                | Checking<br>(Cash) | LAIF<br>Account | Savings<br>EPA | Investment<br>Securities | Certificates<br>of Deposit | Total         |
| 100           | General Fund   | \$ 1,989,652         | 1,986,483          | 3,169           | -              | -                        | -                          | \$ 1,989,652  |
| 100           | Building Reserve   | \$ 744,013           | -                  | 744,013         | -              | -                        | -                          | \$ 744,013    |
| 370           | Basin Planning General                                   | \$ 168,350           | -                  | 168,350         | -              | -                        | -                          | \$ 168,350    |
| 370           | USBR Partnership Studies                                 | \$ 25,896            | -                  | 25,896          | -              | -                        | -                          | \$ 25,896     |
| 373           | Watershed Management Plan                                | \$ 349,152           | -                  | 349,152         | -              | -                        | -                          | \$ 349,152    |
| 240           | Brine Line Debt Retirement                               | \$ 2,876,283         | -                  | 2,876,283       | -              | -                        | -                          | \$ 2,876,283  |
| 240           | Brine Line - Pipeline Replacement & Capital Improvement  | \$ 31,766,536        | -                  | 20,601,545      | -              | 8,702,101                | 2,462,890                  | \$ 31,766,536 |
| 240           | Brine Line - OC San Pipeline Rehabilitation              | \$ 2,429,092         | -                  | 2,429,092       | -              | -                        | -                          | \$ 2,429,092  |
| 240           | Brine Line - Pipeline Capacity Management                | \$ 12,232,268        | -                  | 12,232,268      | -              | -                        | -                          | \$ 12,232,268 |
| 240           | Brine Line - OC San Future Treatment & Disposal Capacity | \$ 1,872,800         | -                  | 1,872,800       | -              | -                        | -                          | \$ 1,872,800  |
| 240           | Brine Line - Operating Reserve                           | \$ 2,302,489         | -                  | 2,302,489       | -              | -                        | -                          | \$ 2,302,489  |
| 240           | Brine Line - Operating Cash                              | \$ 4,329,202         | -                  | 4,329,202       | -              | -                        | -                          | \$ 4,329,202  |
| 401           | Legal Defense Fund                                       | \$ 478,409           | -                  | -               | 478,409        | -                        | -                          | \$ 478,409    |
| 374           | Basin Monitoring Program TF                              | \$ 589,848           | -                  | 589,848         | -              | -                        | -                          | \$ 589,848    |
| 377           | PFAS Study   | \$ 15,111            | -                  | 15,111          | -              | -                        | -                          | \$ 15,111     |
| 378           | Weather Modification                                     | \$ 79,365            | -                  | 79,365          | -              | -                        | -                          | \$ 79,365     |
| 381           | SAR Fish Conservation                                    | \$ 108,305           | -                  | 108,305         | -              | -                        | -                          | \$ 108,305    |
| 384           | Middle SAR TMDL TF                                       | \$ 308,047           | -                  | 308,047         | -              | -                        | -                          | \$ 308,047    |
| 386           | RWQ Monitoring TF  | \$ 203,780           | -                  | 203,780         | -              | -                        | -                          | \$ 203,780    |
| 387           | Mitigation Bank Credits                                  | \$ 814,345           | -                  | 814,345         | -              | -                        | -                          | \$ 814,345    |
| 392           | Emerging Constituents TF                                 | \$ 146,500           | -                  | 146,500         | -              | -                        | -                          | \$ 146,500    |
| 504           | Prop 84 - SARCCUP Projects                               | \$ 1,359,886         | -                  | 1,359,886       | -              | -                        | -                          | \$ 1,359,886  |
| 505           | Prop 1 - Capital Projects                                | \$ 23,018            | -                  | 23,018          | -              | -                        | -                          | \$ 23,018     |
| 505           | Prop 1 - Capital Projects - Passthrough                  | \$ 37,875            | -                  | 37,875          | -              | -                        | -                          | \$ 37,875     |
|               |  | \$ 65,250,222        | \$ 1,986,483       | \$ 51,620,339   | \$ 478,409     | \$ 8,702,101             | \$ 2,462,890               | \$ 65,250,222 |

# Cash & Investments - April 2023

## \$65,250,222

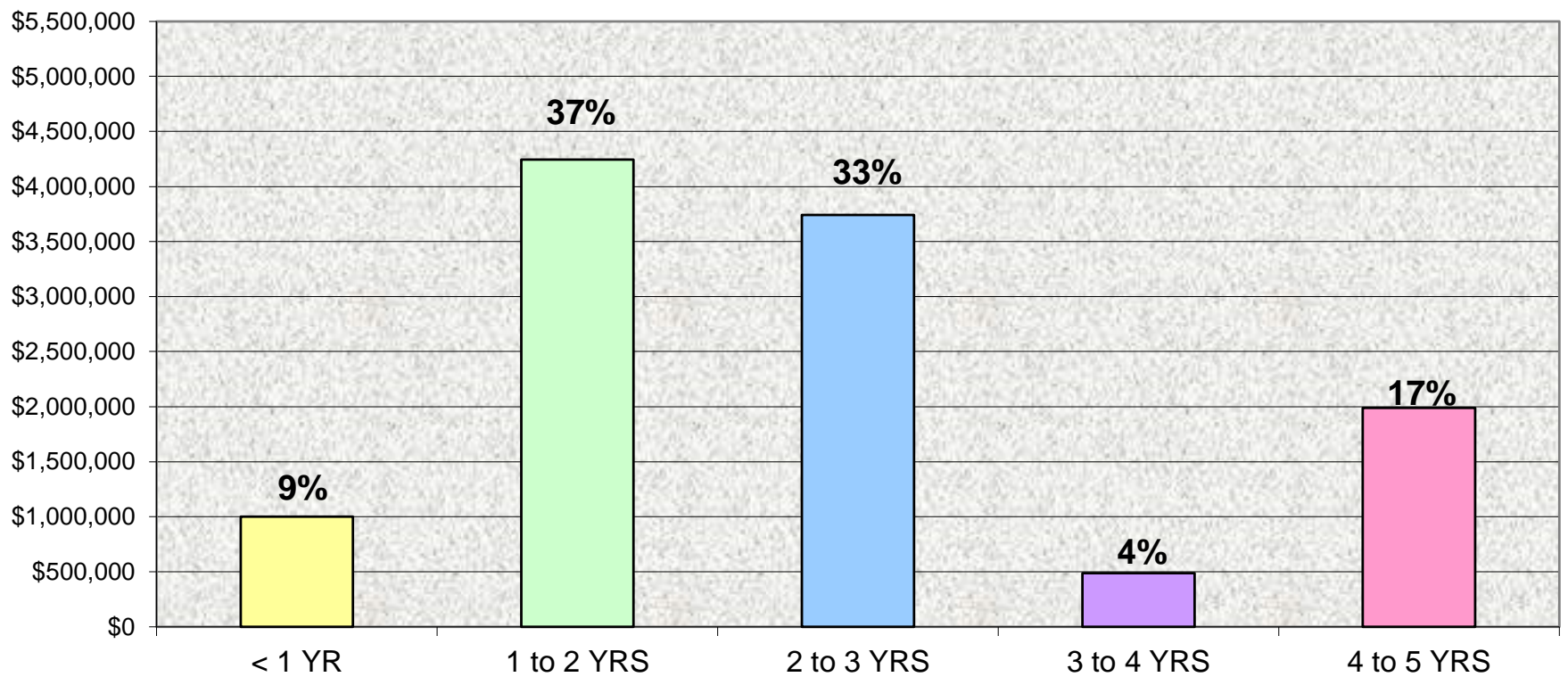


Santa Ana Watershed Project Authority  
Reserve Account Analysis  
April 30, 2023

| Reserve Account                             | Balance @<br>6/30/2022 | Interest<br>Earned | Fund Receipts/<br>Contributions | Transfers   | Inter-Fund<br>Loans | Fund<br>Expenses   | Balance @<br>4/30/2023 | Estimated<br>Fund<br>Changes | Balance @<br>6/30/2023 |
|---|------------------------|--------------------|---------------------------------|-------------|---------------------|--------------------|------------------------|------------------------------|------------------------|
| Brine Line Operating Cash                   | 1,616,906              | 84,341             | 10,985,220                      |             |                     | (8,357,265)        | 4,329,202              | -                            | 4,329,202              |
| Brine Line Operating Reserve                | 2,189,602              | 32,525             | 80,361                          |             |                     |                    | 2,302,489              | -                            | 2,302,489              |
| Flow Imbalance Reserve                      | 84,572                 | 862                |                                 | (85,435)    |                     |                    | -                      | -                            | -                      |
| OC San Future Treatment & Disposal Capacity | 1,842,396              | 30,403             |                                 |             |                     |                    | 1,872,799              | -                            | 1,872,799              |
| Pipeline Capacity Management                | 12,033,687             | 198,581            |                                 |             |                     |                    | 12,232,268             | -                            | 12,232,268             |
| Rate Stabilization Reserve                  | 1,032,428              | 10,529             |                                 | (1,042,957) |                     |                    | -                      | -                            | -                      |
| Pipeline Replacement & Capital Investment   | 24,758,505             | 394,036            | 1,222,953                       | 5,525,046   |                     | (134,004)          | 31,766,536             | (1,829,337)                  | 29,937,199             |
| OC San Pipeline Rehabilitation              | 2,389,658              | 39,434             |                                 |             |                     |                    | 2,429,092              | -                            | 2,429,092              |
| Debt Retirement                             | 2,829,589              | 46,694             |                                 |             |                     |                    | 2,876,283              | -                            | 2,876,283              |
| Self Insurance                              | 4,352,284              | 44,370             |                                 | (4,396,654) |                     |                    | -                      | -                            | -                      |
| General Fund                                | 1,699,671              | 56,059             | 752,363                         |             | (516,083)           | (2,358)            | 1,989,652              | -                            | 1,989,652              |
| Building Reserve                            | 746,799                | 13,154             | 100,000                         |             |                     | (115,940)          | 744,013                | -                            | 744,013                |
|   | <u>55,576,098</u>      | <u>950,990</u>     | <u>13,140,897</u>               | <u>-</u>    | <u>(516,083)</u>    | <u>(8,609,567)</u> | <u>60,542,335</u>      | <u>(1,829,337)</u>           | <u>58,712,998</u>      |



## Twelve Month Maturity Schedule Securities

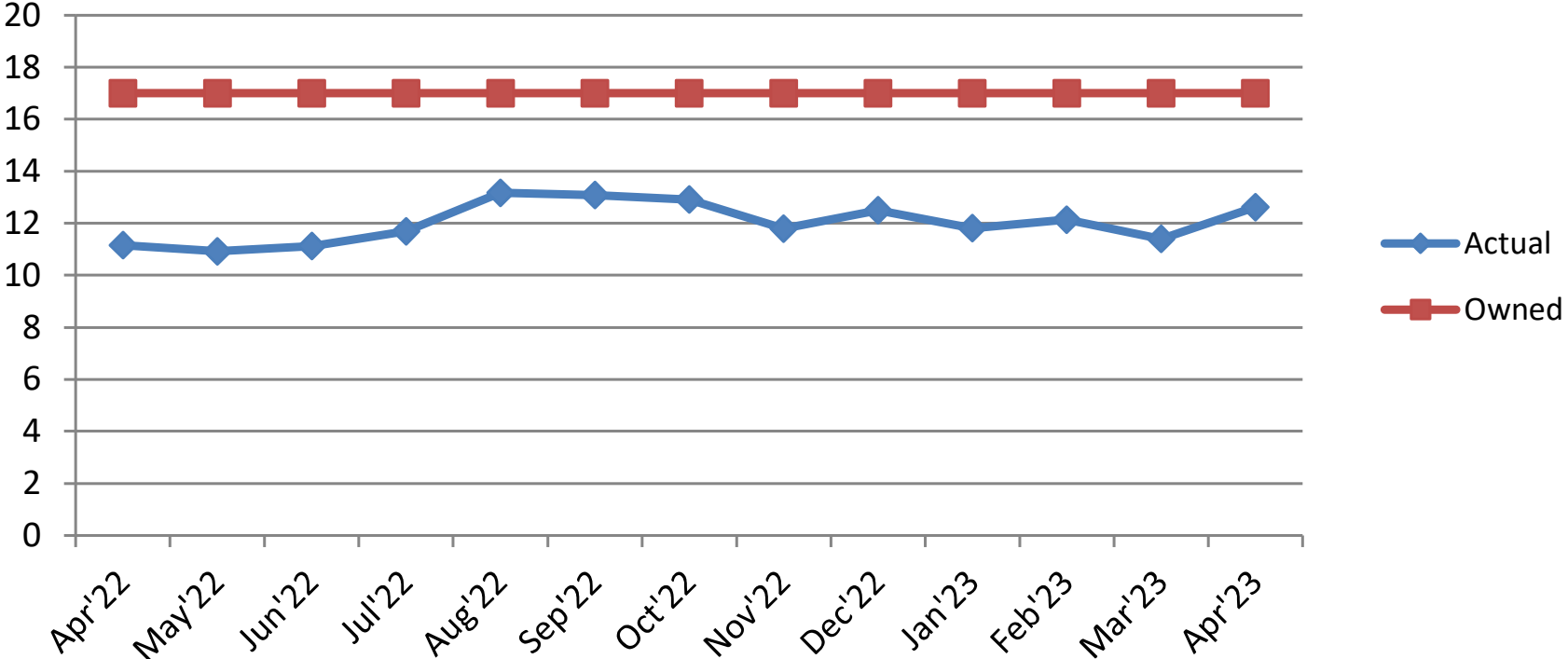


**SAWPA**  
**TREASURER'S REPORT**  
As of April 30, 2023

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    | 486,178.83    | 2.750%        |
| Agency | FHLB                        | 6/21/2022     | 6/28/2024     | 99.11     | \$ 991,130.00    | \$ 1,000,000.00  | \$ 1,000,000.00  | 977,050.89    | 2.750%        |
| Agency | FHLB                        | 8/30/2022     | 11/27/2024    | 100.00    | \$ 1,000,000.00  | \$ 1,000,000.00  | \$ 1,000,000.00  | 984,489.62    | 2.650%        |
| Agency | FHLB                        | 10/28/2022    | 10/3/2024     | 99.89     | \$ 998,910.00    | \$ 1,000,000.00  | \$ 1,000,000.00  | 999,050.27    | 4.500%        |
| Agency | FHLB                        | 11/4/2022     | 9/10/2027     | 99.20     | \$ 991,965.00    | \$ 1,000,000.00  | \$ 1,000,000.00  | 1,011,977.64  | 4.125%        |
| Agency | FNMA                        | 2/4/2020      | 1/7/2025      | 101.08    | \$ 505,380.00    | \$ 500,000.00    | \$ 500,000.00    | 477,279.38    | 1.625%        |
| Agency | FNMA                        | 10/30/2020    | 8/25/2025     | 99.53     | \$ 995,952.00    | \$ 1,000,000.00  | \$ 1,000,000.00  | 916,987.45    | 0.375%        |
| Agency | USTN                        | 4/19/2021     | 11/30/2025    | 98.25     | \$ 982,500.00    | \$ 1,000,000.00  | \$ 1,000,000.00  | 913,359.38    | 0.375%        |
| Agency | USTN                        | 9/15/2021     | 5/31/2025     | 99.58     | \$ 989,726.56    | \$ 1,000,000.00  | \$ 1,000,000.00  | 923,632.81    | 0.250%        |
| CORP   | Apple Inc.                  | 10/15/2018    | 5/3/2023      | 95.98     | \$ 479,898.50    | \$ 500,000.00    | \$ 500,000.00    | 499,935.02    | 2.400%        |
| CORP   | Toyota Motor Credit Corp.   | 10/15/2018    | 9/20/2023     | 99.55     | \$ 497,747.50    | \$ 500,000.00    | \$ 500,000.00    | 497,539.55    | 3.450%        |
| CD     | American Express Natl Bank  | 8/17/2022     | 8/19/2024     | 100.00    | \$ 245,000.00    | \$ 245,000.00    | \$ 245,000.00    | 240,188.73    | 3.350%        |
| CD     | Beal Bank USA               | 8/17/2022     | 8/12/2026     | 100.00    | \$ 245,000.00    | \$ 245,000.00    | \$ 245,000.00    | 232,501.45    | 3.200%        |
| CD     | Synchrony Bank              | 8/12/2022     | 8/12/2025     | 100.00    | \$ 245,000.00    | \$ 245,000.00    | \$ 245,000.00    | 236,468.02    | 3.350%        |
| CD     | Capital One Bank USA        | 5/25/2022     | 5/25/2027     | 100.00    | \$ 246,000.00    | \$ 246,000.00    | \$ 246,000.00    | 231,941.46    | 3.200%        |
| CD     | Morgan Stanley Private Bank | 11/15/2022    | 11/15/2027    | 100.00    | \$ 248,000.00    | \$ 248,000.00    | \$ 248,000.00    | 248,087.17    | 5.000%        |
| CD     | Prime Alliance Bank         | 11/17/2022    | 11/17/2027    | 100.00    | \$ 248,000.00    | \$ 248,000.00    | \$ 248,000.00    | 247,939.09    | 4.950%        |
| CD     | Cooperative Center FSU      | 12/29/2022    | 12/29/2025    | 100.00    | \$ 249,000.00    | \$ 249,000.00    | \$ 249,000.00    | 247,075.14    | 4.650%        |
| CD     | Affinity Bank               | 3/17/2023     | 3/17/2028     | 100.00    | \$ 248,000.00    | \$ 248,000.00    | \$ 248,000.00    | 248,659.17    | 4.900%        |
| CD     | Discover Bank               | 3/22/2023     | 3/23/2027     | 100.00    | \$ 243,000.00    | \$ 243,000.00    | \$ 243,000.00    | 245,397.51    | 5.050%        |
| CD     | Alliant Credit Union        | 12/30/2022    | 12/30/2025    | 100.00    | \$ 248,000.00    | \$ 248,000.00    | \$ 248,000.00    | 248,871.79    | 5.100%        |
|        |                             |               |               |           | \$ 11,429,459.56 | \$ 11,465,000.00 | \$ 11,465,000.00 | 11,114,610.37 | 3.238%        |

# Average Daily Flow by Month





## SUMMARY OF LABOR MULTIPLIERS

|  |           |               |
|--|-----------|---------------|
|  |           | Benefit Rate  |
| Total Employee Benefits                            | 1,148,362 | 0.338         |
| Total Payroll                                      | 3,395,864 |               |
|  |           |               |
| Gross Indirect Costs                               | 3,320,742 |               |
| Less: Member Contributions & Other Revenue         | (540,645) |               |
| Indirect Costs for Distribution                    | 2,780,097 |               |
|  |           |               |
|  |           | Indirect Rate |
| Direct Labor                                       | 1,672,924 | 1.662         |
| Indirect Costs                                     | 2,780,097 |               |
|  |           |               |
| <b>FY 2022-23 Labor multiplier - thru 04/30/23</b> |           | <b>2.000</b>  |
|  |           |               |
| 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)*

| G/L Acct. | Description                   | Actual thru<br>4/30/23 |
|-----------|-------------------------------|------------------------|
| 51000     | Salaries - Regular            | \$ 1,722,940           |
| 52000     | Benefits                      | \$ 723,635             |
| 60111     | Tuition Reimbursement         | \$ -                   |
| 60112     | Training                      | \$ 7,874               |
| 60113     | Education                     | \$ 1,374               |
| 60114     | Other Training & Education    | \$ 6,375               |
| 60120     | Audit Fees                    | \$ 20,800              |
| 60121     | Consulting                    | \$ 122,384             |
| 60126     | Temporary Services            | \$ 397                 |
| 60128     | Other Professional Services   | \$ 700                 |
| 60129     | Other Contract Services       | \$ -                   |
| 60130     | Legal Fees                    | \$ 14,806              |
| 60133     | Employment Recruitment        | \$ 492                 |
| 60153     | Materials & Supplies          | \$ 127                 |
| 60154     | Safety                        | \$ 1,419               |
| 60155     | Security                      | \$ 2,959               |
| 60156     | Custodial Contract Services   | \$ 18,549              |
| 60157     | Landscaping Maintenance       | \$ 13,273              |
| 60158     | HVAC                          | \$ 8,912               |
| 60159     | Facility Repair & Maintenance | \$ 10,345              |
| 60160     | Telephone                     | \$ 22,318              |
| 60161     | Cellular Services             | \$ 7,285               |
| 60163     | Electricity                   | \$ 15,369              |
| 60164     | Water Services                | \$ 2,613               |
| 60170     | Equipment Expensed            | \$ 7,864               |
| 60171     | Equipment Rented              | \$ 10,434              |

(Continued - next column)

| G/L Acct. | Description                         | Actual thru<br>4/30/23 |
|-----------|-------------------------------------|------------------------|
| 60172     | Equipment Repair / Maintenance      | \$ 1,426               |
| 60180     | Computer Hardware                   | \$ 25,744              |
| 60181     | Computer Software                   | \$ 105,566             |
| 60182     | Internet Services                   | \$ 19,754              |
| 60183     | Computer Supplies                   | \$ 1,257               |
| 60184     | Computer Repair/Maint               | \$ -                   |
| 60185     | Cloud Storage                       | \$ 14,802              |
| 60190     | Offsite Meeting/Travel Expense      | \$ 1,537               |
| 60191     | In House Meetings                   | \$ 58                  |
| 60192     | Conference Expense                  | \$ 33,355              |
| 60193     | Car, Repair, Maintenance            | \$ -                   |
| 60200     | Dues                                | \$ 53,639              |
| 60202     | Subscriptions                       | \$ 3,044               |
| 60203     | Contributions                       | \$ 19,750              |
| 60210     | Bank Charges                        | \$ (46)                |
| 60211     | Shipping/Postage                    | \$ 442                 |
| 60212     | Office Supplies                     | \$ 4,463               |
| 48000     | Commission Fees                     | \$ 41,030              |
| 60221     | Commission Mileage Reimb.           | \$ 549                 |
| 60222     | Other Commission Expense            | \$ -                   |
| 60230     | Other Expense                       | \$ 3,854               |
| 60240     | Building Lease                      | \$ 5,525               |
| 81010     | Retiree Medical Expense             | \$ 54,951              |
| 80001     | Insurance Expense                   | \$ 62,181              |
| 80000     | Building Repair/Replacement Reserve | \$ 100,000             |
| 80000     | Fixed Assets                        | \$ 24,620              |

**Total Costs**      \$ 3,320,742

|                                 |              |
|---------------------------------|--------------|
| Direct Costs Paid by Projects   | \$ 2,587,772 |
| Member Contribution Offset      | \$ 475,000   |
| Interest & Other Revenue Offset | \$ 65,645    |
|                                 | \$ 3,128,417 |

|   |              |
|---|--------------|
| Over (Under) Allocation %                     | -5.7%        |
| Over (Under) Allocation of General Fund Costs | \$ (192,326) |



## BENEFITS SUMMARY

*(Distributed based on Actual Labor)*

| <u>G/L Acct</u> | <u>Description</u>              | <u>Budget</u>       | <u>Actual @<br/>4/30/23</u> | <u>Projected<br/>FYE 2023</u> |
|-----------------|---------------------------------|---------------------|-----------------------------|-------------------------------|
| 70101           | FICA Expense                    | \$ 201,621          | \$ 155,065                  | \$ 186,079                    |
| 70102           | Medicare Expense                | \$ 59,017           | \$ 45,012                   | \$ 54,015                     |
| 70103           | State Unemployment Insurance    | \$ 4,851            | \$ 4,184                    | \$ 4,851                      |
| 70104           | Worker's Compensation Insurance | \$ 49,120           | \$ 44,231                   | \$ 49,120                     |
| 70105           | State Disability Insurance      | \$ 30,010           | \$ 21,792                   | \$ 26,150                     |
| 70106           | PERS Pension Plan               | \$ 543,352          | \$ 409,681                  | \$ 491,617                    |
| 70111           | Medical Expense                 | \$ 677,598          | \$ 380,570                  | \$ 456,684                    |
| 70112           | Dental Expense                  | \$ 32,526           | \$ 20,816                   | \$ 24,979                     |
| 70113           | Vision Insurance                | \$ 8,526            | \$ 6,175                    | \$ 7,410                      |
| 70114           | Life Insurance Expense          | \$ 15,528           | \$ 12,561                   | \$ 15,073                     |
| 70115           | Long Term Disability            | \$ 18,186           | \$ 14,350                   | \$ 17,220                     |
| 70116           | Wellness Program Expense        | \$ 3,900            | \$ 1,025                    | \$ 3,900                      |
| 70120           | Car Allowance                   | \$ 45,000           | \$ 32,900                   | \$ 42,000                     |
|                 | <b>Total Benefits</b>           | <b>\$ 1,689,235</b> | <b>\$ 1,148,362</b>         | <b>\$ 1,379,099</b>           |
|                 | <b>Total Payroll</b>            | <b>\$ 4,025,165</b> | <b>\$ 3,395,864</b>         | <b>\$ 4,025,165</b>           |
|                 | <b>Benefits Rate</b>            | <b>42.0%</b>        | <b>33.8%</b>                | <b>34.3%</b>                  |

Santa Ana Watershed Project Authority  
 Labor Hours Budget vs Actual  
 Month Ending April 30, 2023

|              | Fund                                 | Budget | Actual | %       |
|--------------|--------------------------------------|--------|--------|---------|
| 100          | General Fund                         | 27,580 | 21,972 | 79.66%  |
| 145          | Prop 84 - 2015 Program Mgmt          | 815    | 1,413  | 173.34% |
| 150          | Prop1 - Program Management           | 1,240  | 844    | 68.08%  |
| 240          | Brine Line Enterprise                | 20,920 | 14,805 | 70.77%  |
| 320          | Brine Line Protection                | 704    | 89     | 12.68%  |
| 327          | Reach IV-D Corrosion Repairs         | 290    | -      | 0.00%   |
| 328CONST     | Agua Mansa Lateral Construction      | -      | 3      |         |
| 328DESIG     | Agua Mansa Lateral Construction      | -      | 18     |         |
| 370-01       | Basin Planning General               | 1,690  | 1,826  | 108.02% |
| 370-02       | USBR Partnership Studies             | 130    | 43     | 32.69%  |
| 373          | Watershed Management (OWOW)          | 1,865  | 1,596  | 85.58%  |
| 374          | Basin Monitoring Program TF          | 575    | 445    | 77.30%  |
| 377          | PFAS Study                           | -      | 192    |         |
| 378          | Weather Modification                 | -      | 262    |         |
| 381          | SAR Fish Conservation                | 220    | 124    | 56.48%  |
| 384-01       | MSAR TMDL TF                         | 122    | 164    | 134.63% |
| 386MONIT     | RWQ Monitoring TF                    | 124    | 59     | 47.78%  |
| 387          | Arundo Removal & Habitat Restoration | 215    | 108    | 50.00%  |
| 392          | Emerging Constituents TF             | 235    | 137    | 58.30%  |
| 397ADMIN     | WECAN Riverside                      | 200    | 66     | 33.00%  |
| 398RELIE     | DACI                                 | -      | 58     |         |
| 477-02       | LESJWA - Administration              | 355    | 368    | 103.52% |
| 477TMDL      | LESJWA - TMDL Task Force             | 445    | 516    | 115.84% |
| 504-401IMPLE | Prop 84 - Final Round Implementation | 110    | 10     | 9.09%   |
| 504-401PA23  | Prop 84 - Final Round PA23 Admin     | 245    | 88     | 35.82%  |
| 504-402PA22  | Prop84 - Final Round PA22 Admin      | 150    | 70     | 46.33%  |
| 504-402RATES | Prop 84 - Final Round Water Rates    | 105    | 89     | 84.29%  |
| 505-00       | Prop1 - Capital Projects             | 545    | 233    | 42.75%  |
|              |                                      | 58,880 | 45,593 | 77.43%  |

Note: Should be at 83.33% of budget for 10 months


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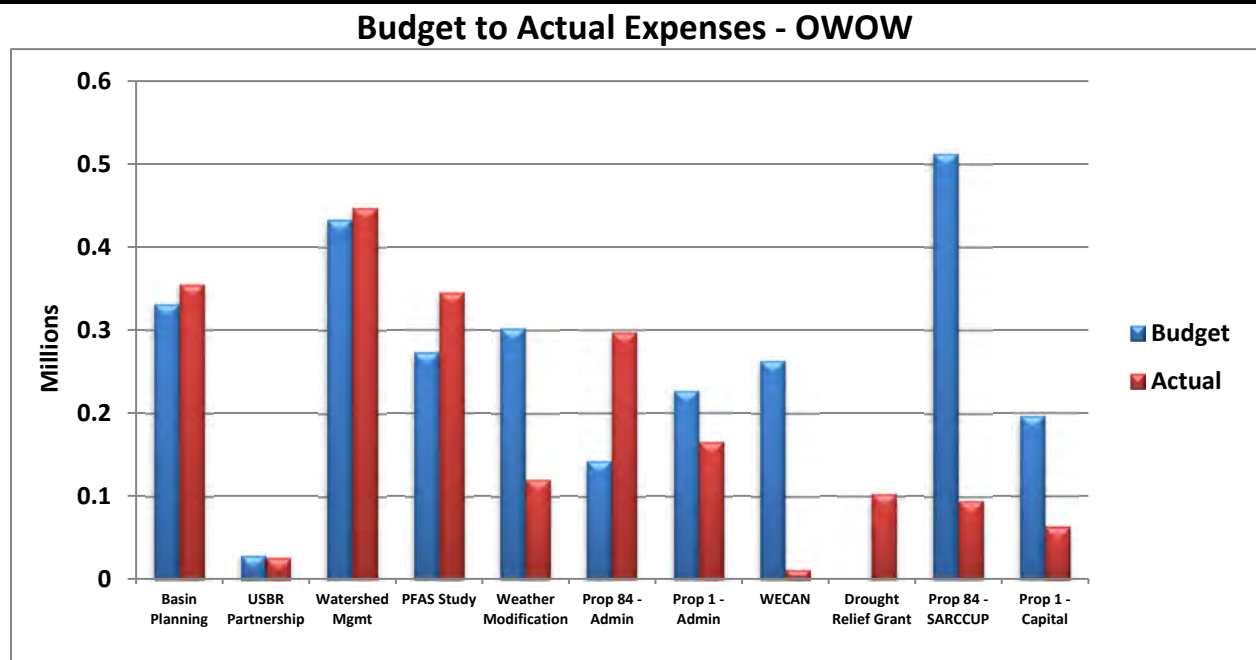


**Santa Ana Watershed Project Authority  
PA25 - OWOW Fund - Financial Report  
March 2023**

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

|                 |  |
|-----------------|--|
| <b>Overview</b> | This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) through March 2023 unless otherwise noted. |
|-----------------|--|

| <b>Budget to Actual Expenses - OWOW</b> |                    |                    |                    |  <b>Favorable</b> |
|---|--------------------|--------------------|--------------------|--|
|   | Annual Budget      | FYTD Budget        | FYTD Actual        | Favorable (Unfavorable) Variance   |
| Basin Planning General                  | \$441,260          | \$330,945          | \$354,573          | (\$23,628)   |
| USBR Partnership Studies                | 87,663             | 28,247             | 25,896             | 2,351  |
| Watershed Mgmt. (OWOW)                  | 577,716            | 433,287            | 447,563            | (14,276)   |
| PFAS Study                              | 363,825            | 272,869            | 344,771            | (71,902)   |
| Weather Modification                    | 403,000            | 302,250            | 120,417            | 153,823  |
| Prop 84 - Administration                | 190,677            | 143,008            | 296,831            | (153,823)  |
| Prop 1 – Administration                 | 301,706            | 226,280            | 165,036            | 61,244   |
| WECAN - Riverside                       | 351,208            | 263,406            | 12,289             | 251,117  |
| Drought Relief Grant DACI               | -                  | -                  | 102,741            | (102,741)  |
| Prop 84 – SARCCUP & Other               | 683,247            | 512,435            | 95,143             | 417,292  |
| Prop 1 – Capital Projects               | 261,706            | 196,280            | 64,176             | 132,104  |
| <b>Total</b>                            | <b>\$3,662,008</b> | <b>\$2,709,007</b> | <b>\$2,029,436</b> | <b>\$679,571</b>   |



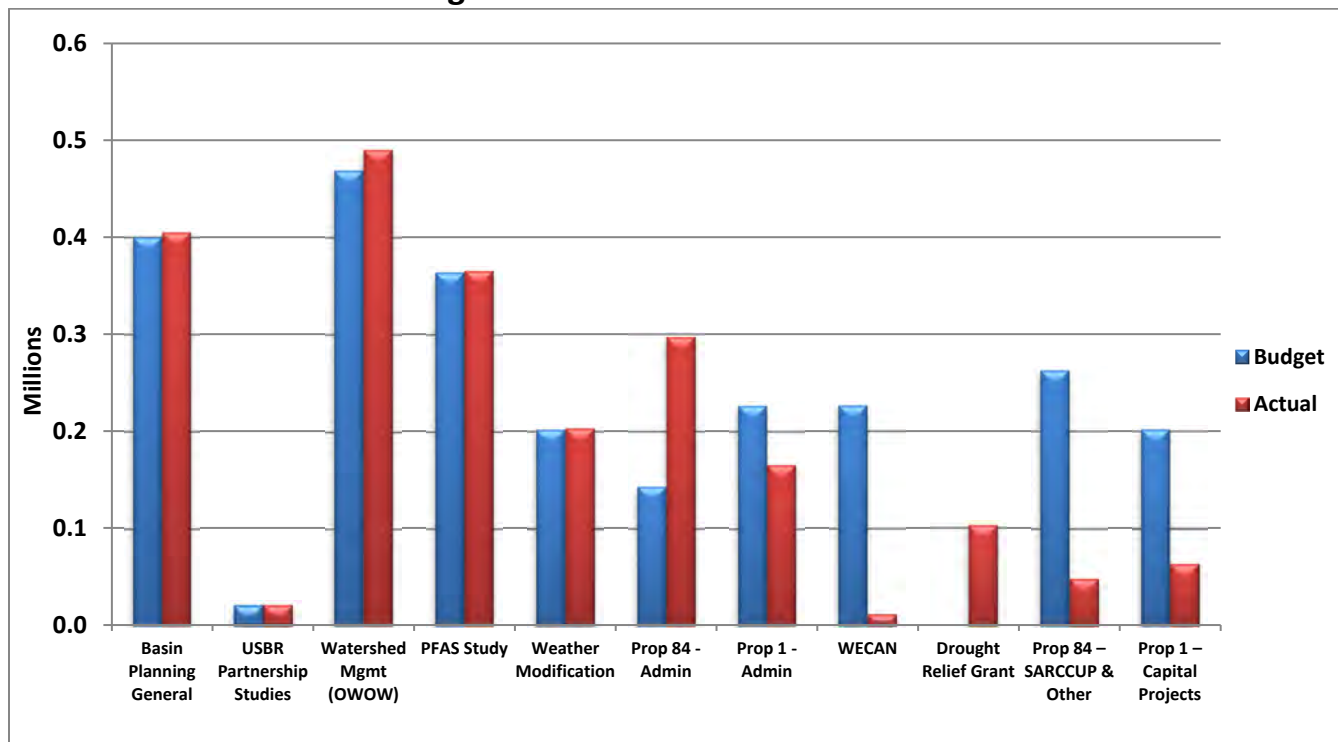
## Budget to Actual Revenues - OWOW



Concern

|                             | Annual Budget      | FYTD Budget        | FYTD Actual        | Favorable (Unfavorable) Variance |
|-----------------------------|--------------------|--------------------|--------------------|----------------------------------|
| Basin Planning General      | \$400,000          | \$400,000          | \$404,934          | \$4,934                          |
| USBR Partnership Studies    | 70,000             | 20,000             | 20,444             | 444                              |
| Watershed Mgmt. (OWOW)      | 468,700            | 468,700            | 490,341            | 21,641                           |
| PFAS Study                  | 363,825            | 363,825            | 365,665            | 1,840                            |
| Weather Modification        | 403,000            | 201,500            | 202,854            | 1,354                            |
| Prop 84 - Administration    | 190,677            | 143,008            | 296,840            | 153,832                          |
| Prop 1 – Administration     | 301,706            | 226,280            | 165,041            | (61,239)                         |
| WECAN - Riverside           | 351,208            | 225,906            | 12,289             | (213,617)                        |
| Drought Relief Grant - DACI | -                  | -                  | 102,741            | 102,741                          |
| Prop 84 – SARCCUP & Other   | 296,370            | 262,278            | 48,721             | (213,557)                        |
| Prop 1 – Capital Projects   | 261,709            | 201,518            | 64,057             | (137,461)                        |
| <b>Total</b>                | <b>\$3,107,192</b> | <b>\$2,513,015</b> | <b>\$2,173,927</b> | <b>(\$339,088)</b>               |

## Budget to Actual Revenues - OWOW







## Reserve Fund Balance

|                                  | Amount             |
|----------------------------------|--------------------|
| Basin Planning General           | \$207,579          |
| USBR Partnership Studies         | 25,732             |
| Watershed Management (OWOW)      | 387,508            |
| PFAS Study                       | 21,402             |
| Weather Modification             | 79,378             |
| Proposition 84 – SARCCUP & Other | 1,358,833          |
| Proposition 1 – Capital Projects | 61,770             |
| <b>Total Reserves</b>            | <b>\$2,142,202</b> |

### 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.

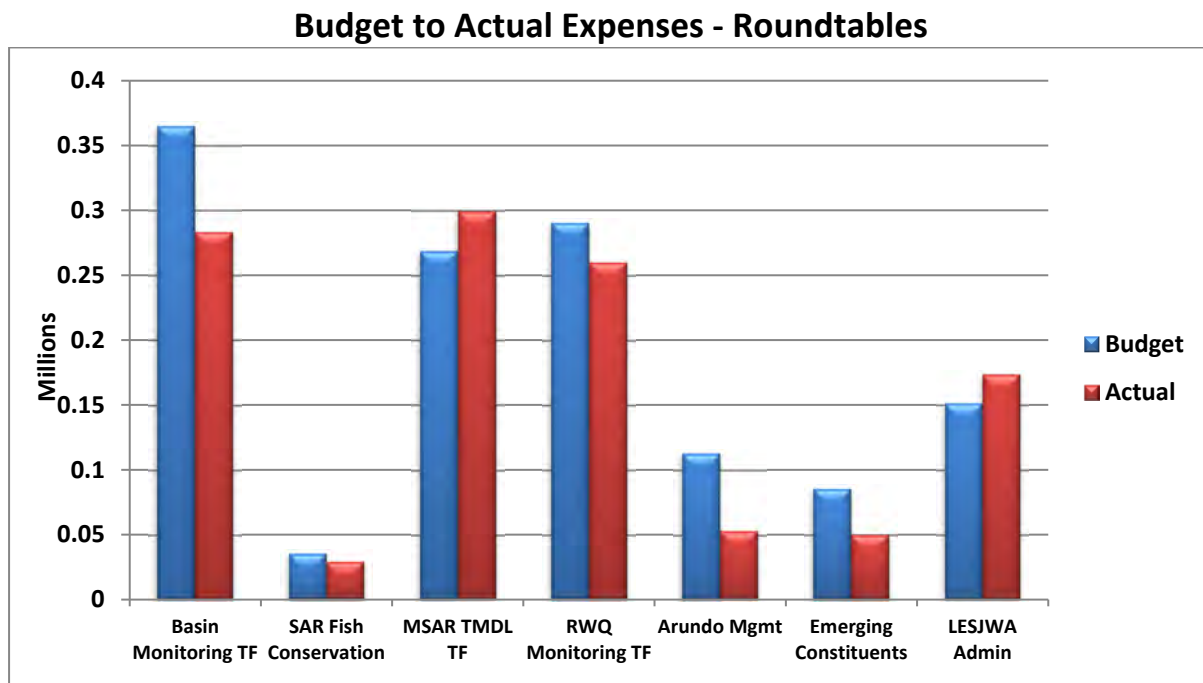
1) Total revenues are 14.3% below budget. It is anticipated that all projects will be on track with the budget at the end of the fiscal year.

**Santa Ana Watershed Project Authority  
PA26 - Roundtable Fund - Financial Report  
March 2023**

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

|                 |  |
|-----------------|--|
| <b>Overview</b> | This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) through March 2023 unless otherwise noted. |
|-----------------|--|

| <b>Budget to Actual Expenses - Roundtables</b> |                      |                    |                    |  <b>Favorable</b> |
|--|----------------------|--------------------|--------------------|--|
|  | <b>Annual Budget</b> | <b>FYTD Budget</b> | <b>FYTD Actual</b> | <b>Favorable (Unfavorable) Variance</b>  |
| Basin Monitoring TF                            | \$486,892            | \$365,169          | \$283,324          | \$81,845   |
| SAR Fish Conservation                          | 296,983              | 35,237             | 29,117             | 6,120  |
| MSAR TMDL TF                                   | 319,976              | 268,638            | 299,456            | (30,818)   |
| RWQ Monitoring TF                              | 387,574              | 290,681            | 260,187            | 30,494   |
| Arundo Mgmt.                                   | 150,292              | 112,719            | 53,209             | 59,510   |
| Emerging Constituents                          | 113,856              | 85,392             | 49,922             | 35,470   |
| LESJWA Admin                                   | 198,307              | 151,230            | 173,543            | (22,313)   |
| <b>Total</b>                                   | <b>\$1,953,880</b>   | <b>\$1,309,066</b> | <b>\$1,148,758</b> | <b>\$160,308</b>   |



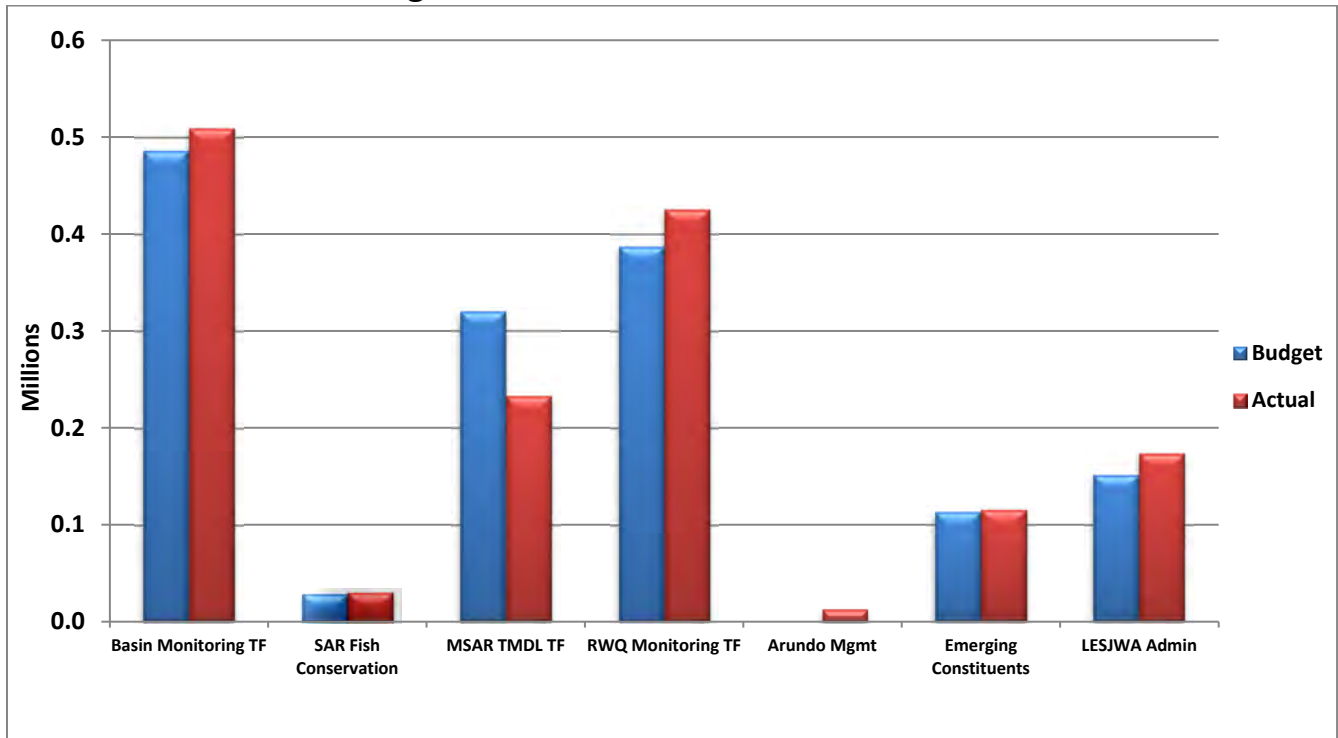
## Budget to Actual Revenues - Roundtables



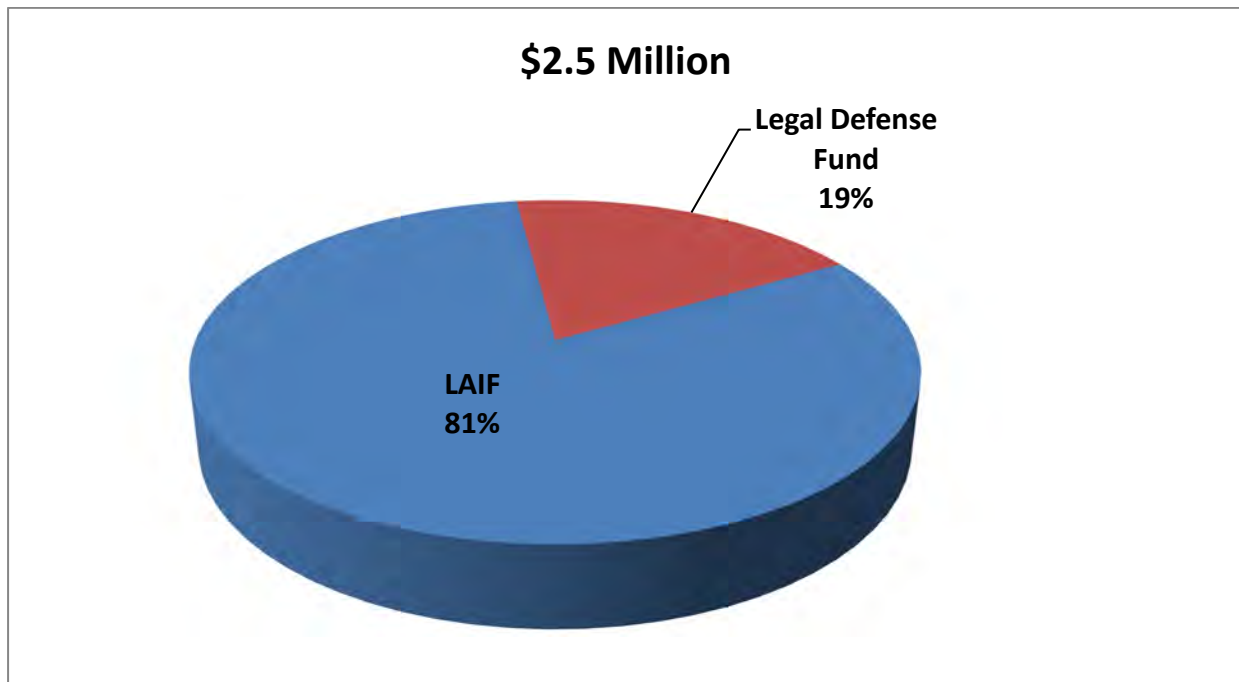
**On Track**

|                       | Annual Budget      | FYTD Budget        | FYTD Actual        | Favorable (Unfavorable) Variance |
|-----------------------|--------------------|--------------------|--------------------|----------------------------------|
| Basin Monitoring TF   | \$485,998          | \$485,998          | \$509,167          | \$23,169                         |
| SAR Fish Conservation | 279,000            | 29,000             | 30,520             | 1,520                            |
| MSAR TMDL TF          | 319,625            | 319,625            | 232,880            | (86,745)                         |
| RWQ Monitoring TF     | 386,845            | 386,845            | 425,139            | 38,294                           |
| Arundo Mgmt.          | 889,900            | -                  | 12,052             | 12,052                           |
| Emerging Constituents | 113,000            | 113,000            | 115,245            | 2,245                            |
| LESJWA Admin          | 198,307            | 151,230            | 173,543            | 22,313                           |
| <b>Total</b>          | <b>\$2,672,675</b> | <b>\$1,485,698</b> | <b>\$1,498,546</b> | <b>(\$12,848)</b>                |

### Budget to Actual Revenues - Roundtables



## Total Cash & Investments







## Reserve Fund Balance

|  | Amount             |
|--|--------------------|
| Basin Monitoring Task Force                  | \$612,403          |
| SAR Fish Conservation                        | 112,197            |
| Middle SAR TMDL Task Force                   | 313,817            |
| Regional Water Quality Monitoring Task Force | 71,643             |
| Arundo Management & Habitat                  | 811,626            |
| Emerging Constituents Task Force             | 151,117            |
| Legal Defense Fund                           | 476,667            |
| <b>Total Reserves</b>                        | <b>\$2,549,470</b> |

## 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 and revenues are on track with the budget.
-



Santa Ana Watershed Project Authority  
 General Manager - Expense Report  
 3rd Quarter FYE 2023

|       |        |
|-------|--------|
| Staff | Mosher |
|-------|--------|

| Sum of Amount           |   | Expn Type       |                 |               |               |               |                 | Grand Total      |
|-------------------------|---|-----------------|-----------------|---------------|---------------|---------------|-----------------|------------------|
| Posting Date            | Activity  | Airfare         | Hotel           | Meals         | Misc.         | Parking       | Registration    |                  |
| 01/31/2023              | American Water Intelligence Pre-Conference Workshop |                 |                 |               |               |               | 800.00          | 800.00           |
|                         | MWDOC Water Policy Forum                            |                 |                 |               |               |               | 90.00           | 90.00            |
|                         | NACWA Conference                                    | 375.97          | 582.53          |               |               |               |                 | 958.50           |
| <b>01/31/2023 Total</b> |   | <b>375.97</b>   | <b>582.53</b>   |               |               |               | <b>890.00</b>   | <b>1,848.50</b>  |
| 02/28/2023              | American Water Summit                               |                 | 530.94          | 18.57         |               |               |                 | 549.51           |
|                         | AWWA Utility Management Conference                  |                 | 813.20          |               |               |               |                 | 813.20           |
|                         | Climate Change Workshop                             | 177.96          |                 |               |               |               |                 | 177.96           |
|                         | Climate Change Workshop (Flight Change)             | 170.00          |                 |               |               |               |                 | 170.00           |
|                         | Lunch with OCSD John Herberg & Rob Thompson         |                 |                 | 46.33         |               |               |                 | 46.33            |
|                         | NACWA Conference                                    |                 | 735.40          |               | 269.03        | 61.00         |                 | 1,065.43         |
|                         | NACWA Conference (With IEUA & EMWD)                 |                 |                 | 266.29        |               |               |                 | 266.29           |
|                         | NACWA Winter Conference                             |                 | 1,150.00        |               |               |               |                 | 1,150.00         |
|                         | SoCal Water Coalition Meeting                       |                 |                 |               |               | 10.00         |                 | 10.00            |
|                         | Urban Water Institute Conference                    |                 | 820.12          |               |               |               |                 | 820.12           |
|                         | Urban Water Institute Conference (With MVWD & IEUA) |                 |                 | 71.89         |               |               |                 | 71.89            |
|                         | WaterReuse Symposium                                | 399.00          | 557.24          |               |               |               |                 | 956.24           |
| <b>02/28/2023 Total</b> |   | <b>746.96</b>   | <b>4,606.90</b> | <b>403.08</b> | <b>269.03</b> | <b>71.00</b>  |                 | <b>6,096.97</b>  |
| 03/31/2023              | ACWA Conference                                     |                 | 992.82          |               |               |               | 815.00          | 1,807.82         |
|                         | AWWA Utility Management Conference                  | 462.96          | 652.78          |               |               |               |                 | 1,115.74         |
|                         | WaterReuse Symposium                                |                 |                 | 77.85         |               | 100.00        |                 | 177.85           |
|                         | WaterReuse Symposium Recordings                     |                 |                 |               | 200.00        |               |                 | 200.00           |
| <b>03/31/2023 Total</b> |   | <b>462.96</b>   | <b>1,645.60</b> | <b>77.85</b>  | <b>200.00</b> | <b>100.00</b> | <b>815.00</b>   | <b>3,301.41</b>  |
| <b>Grand Total</b>      |   | <b>1,585.89</b> | <b>6,835.03</b> | <b>480.93</b> | <b>469.03</b> | <b>171.00</b> | <b>1,705.00</b> | <b>11,246.88</b> |





## Santa Ana Watershed Project Authority

### Staff - Expense Report

3rd Quarter FYE 2023

| Sum of Amount          |              |   | Expn Type     |              |               |               |                 |                 |
|------------------------|--------------|---|---------------|--------------|---------------|---------------|-----------------|-----------------|
| Staff                  | Posting Date | Activity  | Hotel         | Meals        | Mileage       | Misc.         | Registration    | Grand Total     |
| Coleman                | 01/31/2023   | Dropped off WECAN flyers for canvassing event   |               |              | 12.84         |               |                 | 12.84           |
|                        | 02/28/2023   | LESJWA Board Meeting and Workshop               |               |              | 16.57         |               |                 | 16.57           |
|                        | 03/15/2023   | Ribbon Cutting for MVWD                         |               |              | 16.38         |               |                 | 16.38           |
| <b>Coleman Total</b>   |              |   |               |              | <b>45.79</b>  |               |                 | <b>45.79</b>    |
| Collier                | 03/31/2023   | CWEA Seminar                                    |               |              |               | 18.00         |                 | 18.00           |
| <b>Collier Total</b>   |              |   |               |              |               | <b>18.00</b>  |                 | <b>18.00</b>    |
| Gallagher              | 03/15/2023   | CSMFO Chapter Meeting                           |               |              | 24.50         |               |                 | 24.50           |
| <b>Gallagher Total</b> |              |   |               |              | <b>24.50</b>  |               |                 | <b>24.50</b>    |
| Goode                  | 03/31/2023   | CA HR Conference                                |               |              |               |               | 1,149.00        | 1,149.00        |
| <b>Goode Total</b>     |              |   |               |              |               |               | <b>1,149.00</b> | <b>1,149.00</b> |
| Gray                   | 01/31/2023   | Multi-State Salinity Coalition                  | 89.57         |              |               |               | 445.00          | 534.57          |
|                        | 02/28/2023   | Multi-State Salinity Coalition                  | 179.14        | 32.40        |               |               |                 | 211.54          |
|                        |              | Multi-State Salinity Coalition (Extra Event)    |               |              |               |               | 79.00           | 79.00           |
| <b>Gray Total</b>      |              |   | <b>268.71</b> | <b>32.40</b> |               |               | <b>524.00</b>   | <b>825.11</b>   |
| Lewis                  | 02/22/2023   | CSMFO Conference                                | 729.21        | 38.64        |               | 28.57         |                 | 796.42          |
|                        | 02/28/2023   | LESJWA Meeting                                  |               |              | 27.51         |               |                 | 27.51           |
| <b>Lewis Total</b>     |              |   | <b>729.21</b> | <b>38.64</b> | <b>27.51</b>  | <b>28.57</b>  |                 | <b>823.93</b>   |
| Mullay                 | 01/31/2023   | Event at Hidden Valley Nature Center            |               |              | 7.86          |               |                 | 7.86            |
|                        | 02/28/2023   | CSMFO Chapter Meeting (Haley, Alison, & Bonnie) |               |              |               | 135.00        |                 | 135.00          |
| <b>Mullay Total</b>    |              |   |               |              | <b>7.86</b>   | <b>135.00</b> |                 | <b>142.86</b>   |
| Norton                 | 01/31/2023   | Multi-State Salinity Coalition                  | 89.57         |              |               |               | 445.00          | 534.57          |
|                        | 02/28/2023   | Multi-State Salinity Coalition                  | 89.57         |              | 315.71        |               |                 | 405.28          |
| <b>Norton Total</b>    |              |   | <b>179.14</b> |              | <b>315.71</b> |               | <b>445.00</b>   | <b>939.85</b>   |
| Ramirez                | 03/31/2023   | ACWA Conference for Rachel                      |               |              |               |               | 625.00          | 625.00          |
|                        |              | Commission Meeting Goods                        |               |              |               | 32.03         | 32.03           |                 |
| <b>Ramirez Total</b>   |              |   |               |              |               | <b>32.03</b>  | <b>625.00</b>   | <b>657.03</b>   |
| Stewart                | 03/31/2023   | CWEA Seminar for Brian Collier                  |               |              |               |               | 55.00           | 55.00           |
| <b>Stewart Total</b>   |              |   |               |              |               |               | <b>55.00</b>    | <b>55.00</b>    |
| Vasquez                | 03/31/2023   | CWEA Annual Conference                          |               |              |               |               | 510.00          | 510.00          |
| <b>Vasquez Total</b>   |              |   |               |              |               |               | <b>510.00</b>   | <b>510.00</b>   |
| Villa                  | 03/31/2023   | Commission Meeting Goods                        |               |              |               | 25.57         |                 | 25.57           |
| <b>Villa Total</b>     |              |   |               |              |               | <b>25.57</b>  |                 | <b>25.57</b>    |

|                       |            |                       |                 |               |               |               |                 |                 |
|-----------------------|------------|-----------------------|-----------------|---------------|---------------|---------------|-----------------|-----------------|
| Whetsel               | 02/28/2023 | LESJWA Board Meeting  |                 |               |               | 32.10         |                 | 32.10           |
| <b>Whetsel Total</b>  |            |                       |                 |               |               | <b>32.10</b>  |                 | <b>32.10</b>    |
| Williams              | 01/31/2023 | CSMFO Conference      |                 |               |               | 9.23          |                 | 9.23            |
|                       | 02/28/2023 | CSMFO Chapter Meeting |                 |               |               |               | 45.00           | 45.00           |
|                       |            | CSMFO Conference      | 819.21          | 137.93        |               |               | 339.06          | 1,296.20        |
|                       |            | GFOA Conference       | 485.00          |               |               |               |                 | 485.00          |
|                       |            | LESJWA Meeting        |                 |               |               |               | 7.15            | 7.15            |
| <b>Williams Total</b> |            |                       | <b>1,304.21</b> | <b>147.16</b> |               | <b>391.21</b> | <b>1,842.58</b> |                 |
| <b>Grand Total</b>    |            |                       | <b>2,481.27</b> | <b>218.20</b> | <b>453.47</b> | <b>630.38</b> | <b>3,308.00</b> | <b>7,091.32</b> |

## COMMISSION MEMORANDUM NO. 2023.43

**DATE:** June 20, 2023  
**TO:** SAWPA Commission  
**SUBJECT:** Budget vs. Actual Variance Report  
FYE 2023 Third Quarter – March 31, 2023  
**PREPARED BY:** Karen Williams, DGM/CFO

### RECOMMENDATION

It is recommended that the Commission receive and file the informational report on FYE 2023 Third Quarter Budget vs. Actual Variance Report.

### DISCUSSION

Staff has developed a Budget vs. Actual Variance Report and presents this report on a quarterly basis. Attached is the FYE 2023 Budget vs. Actual Variance Report through March 31, 2023. The Agency's net revenue was \$2,998,548, which was \$3,312,654 more favorable than budgeted. Several significant items comprise the majority of this favorable variance:

Operating Revenue was \$458,965 more than budgeted. This favorable variance is due to higher brine line and truck discharges for the year.

Operating Expense was \$3,964,250 less than budgeted. This favorable variance is due to lower BOD and TSS concentrations than projected, a slow start to CIP projects, Proposition 1 and 84 projects, and OWOW related projects.

Non-Operating Revenue/Expense was \$1,110,559 less than budgeted. This unfavorable variance is due a slow start on CIP projects and not billing Participant Fees for Proposition 1 and 84 projects.

### Favorable Revenue Variances

Listed below are explanations of favorable variances of \$450,000 or more for individual revenue categories:

Discharge fees – The 5% variance of \$458,965 is due to higher brine line and truck discharges than projected and lease capacity revenues.

Interest & Investments – The 272% variance of \$663,098 is due to the increase in interest rates from what was budgeted. Interest rates have went up substantially

### Unfavorable Revenue Variances

Listed below are explanations of unfavorable variances of \$450,000 or more for individual revenue categories:

Use of Reserves – The 91% variance of \$1,512,851 is due to a slow start on budgeted CIP projects and no need for the use of reserves.

### **Favorable Expense Variances**

Listed below are explanations of favorable variances of \$450,000 or more for individual expense categories:

Consulting & Professional Services – The 55% variance of \$1,985,664 is due to a slow start on budgeted CIP projects and other OWOW and Roundtable task force related consulting costs.

Operating Costs – The 23% variance of \$650,181 is due to lower BOD and TSS concentrations than projected and cost savings in the performance of brine line maintenance activities.

Construction – The 97% variance of \$511,156 is due to a slow start on CIP projects.

### **Unfavorable Expense Variances**

There are no unfavorable expenses variance of \$450,000 or more.

### **RESOURCE IMPACTS**

None.

Attachment:

1. Variance Report

Santa Ana Watershed Project Authority  
FYE 2023 Budget vs. Actual  
for the Period Ending March 31, 2023

*Consolidated*

|  | FYE 2023<br>Budget | 9-Month<br>Budget | YTD<br>Actual | Favorable<br>(Unfavorable)<br>Variance |          |
|--|--------------------|-------------------|---------------|--|----------|
| <b>Operating Revenue</b>               |                    |                   |               |  |          |
| Discharge Fees                         | \$12,071,872       | \$9,046,417       | \$9,505,382   | \$458,965                              | 5.07%    |
| Total Operating Revenue                | 12,071,872         | 9,046,417         | 9,505,382     | 458,965                                | 5.07%    |
| <b>Operating Expenses</b>              |                    |                   |               |  |          |
| Labor                                  | 4,053,241          | 3,039,932         | 2,993,315     | 46,618                                 | 1.53%    |
| Benefits                               | 1,701,016          | 1,275,762         | 1,070,497     | 205,265                                | 16.09%   |
| Education & Training                   | 61,100             | 45,825            | 16,719        | 29,106                                 | 63.51%   |
| Consulting & Professional Services     | 5,014,437          | 3,613,326         | 1,627,662     | 1,985,664                              | 54.95%   |
| Operating Costs                        | 3,746,050          | 2,809,538         | 2,159,357     | 650,181                                | 23.14%   |
| Repair & Maintenance                   | 596,400            | 447,300           | 114,800       | 332,500                                | 74.33%   |
| Phone & Utilities                      | 105,850            | 79,388            | 51,470        | 27,917                                 | 35.17%   |
| Equipment & Computers                  | 391,900            | 293,925           | 231,543       | 62,382                                 | 21.22%   |
| Meeting & Travel                       | 109,350            | 82,013            | 41,413        | 40,599                                 | 49.50%   |
| Other Administrative Costs             | 271,004            | 219,503           | 175,966       | 43,537                                 | 19.83%   |
| Other Expense                          | 461,577            | 346,183           | 259,299       | 86,884                                 | 25.10%   |
| Program Expenses                       | 100,000            | 0                 | 89,846        | -89,846                                | -100.00% |
| Construction                           | 700,000            | 525,000           | 13,844        | 511,156                                | 97.36%   |
| Operating Transfers                    | 114,625            | 114,625           | 145,964       | -31,339                                | -27.34%  |
| Indirect Costs                         | 45,145             | 33,861            | -29,764       | 63,626                                 | 0.00%    |
| Total Operating Expenses               | 17,471,695         | 12,926,180        | 8,961,931     | 3,964,250                              | 30.67%   |
| Net Operating Revenue / (Deficit)      | -5,399,823         | -3,879,763        | 543,451       | -3,505,285                             | 90.35%   |
| <b>Non-Operating Revenue (Expense)</b> |                    |                   |               |  |          |
| Member Agency Contributions            | 2,069,762          | 2,069,762         | 2,069,760     | -2                                     | 0.00%    |
| Participant Fees                       | 1,570,498          | 1,339,543         | 1,282,055     | -57,488                                | -4.29%   |
| Grant Proceeds                         | 1,672,212          | 1,058,990         | 689,690       | -369,300                               | -34.87%  |
| Mitigation Credit Sales                | 889,900            | 0                 | 0             | 0                                      | 0.00%    |
| Debt Service                           | -1,709,476         | -1,709,476        | -1,709,476    | 0                                      | 0.00%    |
| Interest & Investments                 | 325,000            | 243,750           | 906,848       | 663,098                                | 272.04%  |
| Other Income                           | 188,307            | 141,230           | 177,894       | 36,664                                 | 25.96%   |
| Contributions to Reserves              | -1,764,957         | -1,348,718        | -1,250,737    | 97,980                                 | 7.26%    |
| Operating Transfers                    | 114,625            | 114,625           | 145,964       | 31,339                                 | -27.34%  |
| Use of Reserves                        | 2,207,931          | 1,655,949         | 143,099       | -1,512,850                             | -91.36%  |
| Net Non-Operating Revenue / (Deficit)  | 5,563,802          | 3,565,657         | 2,455,097     | -1,110,557                             | -31.15%  |
| Net Revenue / (Deficit)                | \$163,979          | -\$314,106        | \$2,998,548   | \$3,312,654                            |          |

Santa Ana Watershed Project Authority  
 FYE 2023 Budget vs. Actual  
 for the Period Ending March 31, 2023

*General Fund*

|  | FYE 2023<br>Budget | 9-Month<br>Budget | YTD<br>Actual | Favorable<br>(Unfavorable)<br>Variance |         |
|--|--------------------|-------------------|---------------|--|---------|
| <b>Operating Revenue</b>               |                    |                   |               |  |         |
| Total Operating Revenue                | \$0                | \$0               | \$0           | \$0                                    | 0.00%   |
| <b>Operating Expenses</b>              |                    |                   |               |  |         |
| Labor                                  | 1,878,457          | 1,408,843         | 1,570,243     | -161,400                               | -11.46% |
| Benefits                               | 788,329            | 591,247           | 472,806       | 118,441                                | 20.03%  |
| Education & Training                   | 46,600             | 34,950            | 15,483        | 19,467                                 | 55.70%  |
| Consulting & Professional Services     | 435,500            | 326,625           | 244,349       | 82,276                                 | 25.19%  |
| Operating Costs                        | 6,400              | 4,800             | 1,546         | 3,254                                  | 67.80%  |
| Repair & Maintenance                   | 106,400            | 79,800            | 43,903        | 35,897                                 | 44.98%  |
| Phone & Utilities                      | 94,350             | 70,763            | 44,011        | 26,752                                 | 37.81%  |
| Equipment & Computers                  | 185,400            | 139,050           | 177,864       | -38,814                                | -27.91% |
| Meeting & Travel                       | 79,000             | 59,250            | 34,905        | 24,345                                 | 41.09%  |
| Other Administrative Costs             | 153,154            | 131,116           | 120,879       | 10,237                                 | 7.81%   |
| Other Expense                          | 106,577            | 79,933            | 85,001        | -5,068                                 | -6.34%  |
| Indirect Costs                         | -3,452,144         | -2,589,108        | -2,318,063    | -271,045                               | 10.47%  |
| Total Operating Expenses               | 428,023            | 337,267           | 492,926       | -155,658                               | -46.15% |
| Net Operating Revenue / (Deficit)      | -428,023           | -337,267          | -492,926      | 155,658                                | -46.15% |
| <b>Non-Operating Revenue (Expense)</b> |                    |                   |               |  |         |
| Member Agency Contributions            | 725,437            | 725,437           | 725,435       | -2                                     | 0.00%   |
| Interest & Investments                 | 0                  | 0                 | 59,259        | 59,259                                 | 100.00% |
| Other Income                           | 0                  | 0                 | 6,372         | 6,372                                  | 100.00% |
| Building Reserve                       | -100,000           | -100,000          | -100,000      | 0                                      | 0.00%   |
| Retiree Medical Reserve                | -197,414           | -148,061          | -50,080       | 97,980                                 | 66.18%  |
| Net Non-Operating Revenue / (Deficit)  | 428,023            | 477,376           | 640,986       | 163,609                                | 34.27%  |
| Net Revenue / (Deficit)                | \$0                | \$140,108         | \$148,060     | \$7,951                                |         |

Santa Ana Watershed Project Authority  
 FYE 2023 Budget vs. Actual  
 for the Period Ending March 31, 2023

*Brine Line Operating Fund*

|  | FYE 2023<br>Budget | 9-Month<br>Budget | YTD<br>Actual | Favorable<br>(Unfavorable)<br>Variance |          |
|--|--------------------|-------------------|---------------|--|----------|
| <b>Operating Revenue</b>               |                    |                   |               |  |          |
| Discharge Fees                         | \$12,071,872       | \$9,046,417       | \$9,505,382   | \$458,965                              | 5.07%    |
| Total Operating Revenue                | 12,071,872         | 9,046,417         | 9,505,382     | 458,965                                | 5.07%    |
| <b>Operating Expenses</b>              |                    |                   |               |  |          |
| Labor                                  | 1,326,650          | 994,988           | 855,455       | 139,533                                | 14.02%   |
| Benefits                               | 556,753            | 417,565           | 359,291       | 58,274                                 | 13.96%   |
| Education & Training                   | 14,500             | 10,875            | 1,236         | 9,639                                  | 88.63%   |
| Consulting & Professional Services     | 285,000            | 213,750           | 62,010        | 151,740                                | 70.99%   |
| Operating Costs                        | 3,739,650          | 2,804,738         | 2,157,811     | 646,927                                | 23.07%   |
| Repair & Maintenance                   | 490,000            | 367,500           | 70,897        | 296,603                                | 80.71%   |
| Phone & Utilities                      | 11,500             | 8,625             | 7,459         | 1,166                                  | 13.52%   |
| Equipment & Computers                  | 206,500            | 154,875           | 51,679        | 103,196                                | 66.63%   |
| Meeting & Travel                       | 10,000             | 7,500             | 2,028         | 5,472                                  | 72.96%   |
| Other Administrative Costs             | 90,900             | 68,175            | 29,974        | 38,201                                 | 56.03%   |
| Other Expense                          | 355,000            | 266,250           | 174,298       | 91,952                                 | 34.54%   |
| Indirect Costs                         | 2,133,400          | 1,600,050         | 1,375,571     | 224,479                                | 14.03%   |
| Total Operating Expenses               | 9,219,853          | 6,914,891         | 5,147,709     | 1,767,182                              | 25.56%   |
| Net Operating Revenue / (Deficit)      | 2,852,019          | 2,131,526         | 4,357,673     | -2,226,147                             | -104.44% |
| <b>Non-Operating Revenue (Expense)</b> |                    |                   |               |  |          |
| Interest & Investments                 | 325,000            | 243,750           | 800,693       | 556,943                                | 228.49%  |
| Other Income                           | 0                  | 0                 | 7,980         | 7,980                                  | 100.00%  |
| Debt Service                           | -1,709,476         | -1,709,476        | -1,709,476    | 0                                      | 0.00%    |
| Contributions to Reserves              | -1,467,543         | -1,100,657        | -1,100,657    | 0                                      | 0.00%    |
| Net Non-Operating Revenue / (Deficit)  | -2,852,019         | -2,566,383        | -2,001,460    | 564,923                                | -22.01%  |
| Net Revenue / (Deficit)                | \$0                | -\$434,857        | \$2,356,213   | \$2,791,070                            |          |

Santa Ana Watershed Project Authority  
 FYE 2023 Budget vs. Actual  
 for the Period Ending March 31, 2023

*OWOW Fund*

|   | FYE 2023<br>Budget | 9-Month<br>Budget | YTD<br>Actual | Favorable<br>(Unfavorable)<br>Variance |          |
|---|--------------------|-------------------|---------------|--|----------|
| <b>Operating Revenue</b>                    |                    |                   |               |  |          |
| Total Operating Revenue                     | \$0                | \$0               | \$0           | \$0                                    | 0.00%    |
| <b>Operating Expenses</b>                   |                    |                   |               |  |          |
| Labor                                       | 586,889            | 440,167           | 446,137       | -5,970                                 | -1.36%   |
| Benefits                                    | 246,298            | 184,724           | 187,378       | -2,654                                 | -1.44%   |
| Consulting & Professional Services          | 1,857,342          | 1,355,506         | 570,927       | 784,579                                | 57.88%   |
| Equipment & Computers                       | 0                  | 0                 | 2,000         | -2,000                                 | -100.00% |
| Meeting & Travel                            | 17,100             | 12,825            | 4,271         | 8,554                                  | 66.70%   |
| Other Administrative Costs                  | 10,600             | 7,950             | 11,488        | -3,538                                 | -44.50%  |
| Program Expenses                            | 0                  | 0                 | 89,846        | -89,846                                | -100.00% |
| Indirect Costs                              | 943,779            | 707,835           | 717,389       | -9,554                                 | -1.35%   |
| Total Operating Expenses                    | 3,662,008          | 2,709,007         | 2,029,436     | 679,571                                | 25.09%   |
| Net Operating Revenue / (Deficit)           | -3,662,008         | -2,709,007        | -2,029,436    | -679,571                               | 25.09%   |
| <b>Non-Operating Revenue (Expense)</b>      |                    |                   |               |  |          |
| Member Agency Contributions                 | 1,324,325          | 1,324,325         | 1,324,325     | 0                                      | 0.00%    |
| Participant Fees                            | 360,655            | 129,700           | 143,900       | 14,200                                 | 10.95%   |
| Grant Proceeds                              | 1,422,212          | 1,058,990         | 689,690       | -369,300                               | -34.87%  |
| Interest & Investments                      | 0                  | 0                 | 16,013        | 16,013                                 | 100.00%  |
| Net Non-Operating Revenue / (Deficit)       | 3,107,192          | 2,513,015         | 2,173,927     | -339,088                               | -13.49%  |
| Net Revenue / (Deficit)                     | -\$554,816         | -\$195,992        | \$144,491     | \$340,483                              |          |
| Project Reimbursement (Prop 1 & 84 Capital) | \$21,209,717       | \$15,907,288      | \$7,040,260   | \$14,169,457                           |          |



Santa Ana Watershed Project Authority  
 FYE 2023 Budget vs. Actual  
 for the Period Ending March 31, 2023

*Roundtables Fund*

|  | FYE 2023<br>Budget | 9-Month<br>Budget | YTD<br>Actual | Favorable<br>(Unfavorable)<br>Variance |          |
|--|--------------------|-------------------|---------------|--|----------|
| <b>Operating Revenue</b>               |                    |                   |               |  |          |
| Total Operating Revenue                | \$0                | \$0               | \$0           | \$0                                    | 0.00%    |
| <b>Operating Expenses</b>              |                    |                   |               |  |          |
| Labor                                  | 169,451            | 127,088           | 113,853       | 13,235                                 | 10.41%   |
| Benefits                               | 71,113             | 53,335            | 47,818        | 5,515                                  | 10.34%   |
| Consulting & Professional Services     | 1,211,595          | 798,695           | 647,332       | 151,363                                | 18.95%   |
| Meeting & Travel                       | 3,250              | 2,438             | 209           | 2,229                                  | 91.43%   |
| Other Administrative Costs             | 11,350             | 8,513             | 10,504        | -1,991                                 | -100.00% |
| Program Expenses                       | 100,000            | 0                 | 0             | 0                                      | 0.00%    |
| Operating Transfer                     | 114,625            | 114,625           | 145,964       | -31,339                                | -27.34%  |
| Indirect Costs                         | 272,496            | 204,372           | 183,076       | 21,296                                 | 10.42%   |
| Total Operating Expenses               | 1,953,880          | 1,309,066         | 1,148,758     | 160,308                                | 12.25%   |
| Net Operating Revenue / (Deficit)      | -1,953,880         | -1,309,066        | -1,148,758    | -160,308                               | 12.25%   |
| <b>Non-Operating Revenue (Expense)</b> |                    |                   |               |  |          |
| Member Agency Contributions            | 20,000             | 20,000            | 20,000        | 0                                      | 0.00%    |
| Participant Fees                       | 1,209,843          | 1,209,843         | 1,138,155     | -71,688                                | -5.93%   |
| Mitigation Credit Sales                | 889,900            | 0                 | 0             | 0                                      | 0.00%    |
| Grant Proceeds                         | 250,000            | 0                 | 0             | 0                                      | 0.00%    |
| Other Income                           | 188,307            | 141,230           | 163,543       | 22,312                                 | 15.80%   |
| Operating Transfer                     | 114,625            | 114,625           | 145,964       | 31,339                                 | -27.34%  |
| Interest & Investments                 | 0                  | 0                 | 30,883        | 30,883                                 | 100.00%  |
| Net Non-Operating Revenue / (Deficit)  | 2,672,675          | 1,485,698         | 1,498,546     | 12,848                                 | 0.86%    |
| Net Revenue / (Deficit)                | \$718,795          | \$176,632         | \$349,787     | \$173,155                              |          |

Santa Ana Watershed Project Authority  
 FYE 2023 Budget vs. Actual  
 for the Period Ending March 31, 2023

*Capital Fund*

|  | FYE 2023<br>Budget | 9-Month<br>Budget | YTD<br>Actual | Favorable<br>(Unfavorable)<br>Variance |         |
|--|--------------------|-------------------|---------------|--|---------|
| <b>Operating Revenue</b>               |                    |                   |               |  |         |
| Total Operating Revenue                | \$0                | \$0               | \$0           | \$0                                    | 0.00%   |
| <b>Operating Expenses</b>              |                    |                   |               |  |         |
| Labor                                  | 91,794             | 68,846            | 7,626         | 61,220                                 | 88.92%  |
| Benefits                               | 38,523             | 28,892            | 3,203         | 25,689                                 | 88.91%  |
| Consulting & Professional Services     | 1,225,000          | 918,750           | 103,043       | 815,707                                | 88.78%  |
| Other Administrative Costs             | 5,000              | 3,750             | 3,121         | 629                                    | 16.77%  |
| Construction                           | 700,000            | 525,000           | 13,844        | 511,156                                | 97.36%  |
| Indirect Costs                         | 147,614            | 110,711           | 12,262        | 98,448                                 | 88.92%  |
| Total Operating Expenses               | 2,207,931          | 1,655,949         | 143,099       | 1,512,850                              | 91.36%  |
| Net Operating Revenue / (Deficit)      | -2,207,931         | -1,655,949        | -143,099      | -1,512,850                             | 91.36%  |
| <b>Non-Operating Revenue (Expense)</b> |                    |                   |               |  |         |
| Use of Reserves                        | 2,207,931          | 1,655,949         | 143,099       | -1,512,850                             | -91.36% |
| Net Non-Operating Revenue / (Deficit)  | 2,207,931          | 1,655,949         | 143,099       | -1,512,850                             | -91.36% |
| Net Revenue / (Deficit)                | \$0                | \$0               | \$0           | \$0                                    |         |



**Santa Ana Watershed  
Project Authority**

**Financial Report for the 3rd Quarter  
Ending March 31, 2023**

1

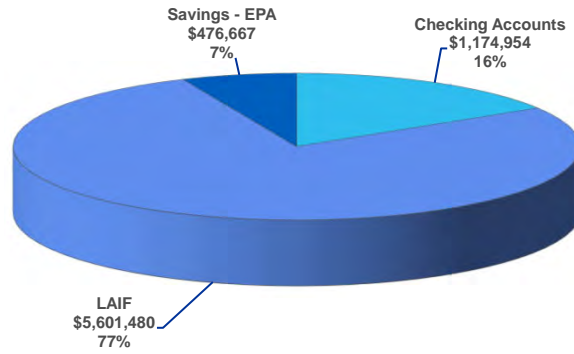
**Agenda**

- **Cash & Investments**
- **Fund Overview**
- **General Fund**
- **OWOW Funds**
- **Roundtable Funds**

2

## Cash & Investments

**\$7,253,101**



3

## Cash & Investments

### Total by Fund

|                 |                    |
|-----------------|--------------------|
| General Fund    | \$2,561,429        |
| OWOW Fund       | 2,142,202          |
| Roundtable Fund | 2,072,803          |
| Fiduciary Fund  | 476,667            |
| <b>Total</b>    | <b>\$7,253,101</b> |

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## Cash & Investments

### General Funds

| Fund             | Checking (Cash)    | LAIF Account       | Total              |
|------------------|--------------------|--------------------|--------------------|
| General Fund     | \$1,174,954        | \$572,939          | \$1,747,893        |
| Building Reserve | 0                  | 813,536            | 813,536            |
| <b>Total</b>     | <b>\$1,174,954</b> | <b>\$1,386,475</b> | <b>\$2,561,429</b> |

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## Cash & Investments

### OWOW Funds

| Fund                        | LAIF Account       |
|-----------------------------|--------------------|
| Basin Planning General      | \$207,579          |
| USBR Partnership Studies    | 25,732             |
| Watershed Management (OWOW) | 387,508            |
| PFAS Study                  | 21,402             |
| Weather Modification        | 79,378             |
| Prop 84 SARCCUP Projects    | 1,358,833          |
| Prop 1 Capital Projects     | 23,895             |
| Prop 1 Project Passthroughs | 37,875             |
| <b>Total</b>                | <b>\$2,142,202</b> |

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## Cash & Investments

### Roundtable Funds

| Fund                     | LAIF Account       |
|--------------------------|--------------------|
| Basin Monitoring         | \$612,403          |
| SAR Fish Conservation    | 112,197            |
| Middle SAR TMDL TF       | 313,817            |
| RWQ Monitoring TF        | 71,643             |
| Emerging Constituents TF | 151,117            |
| Mitigation Banking       | 811,626            |
| <b>Total</b>             | <b>\$2,072,803</b> |

## Cash & Investments

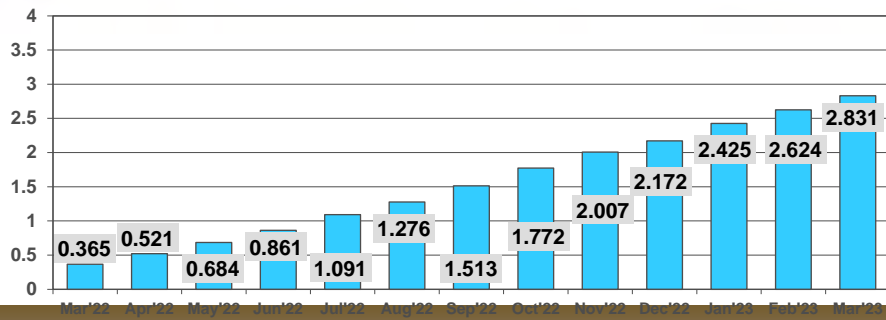
### Fiduciary Funds

| Fund               | Savings EPA      |
|--------------------|------------------|
| Legal Defense Fund | \$476,667        |
| <b>Total</b>       | <b>\$476,667</b> |



# Cash & Investments

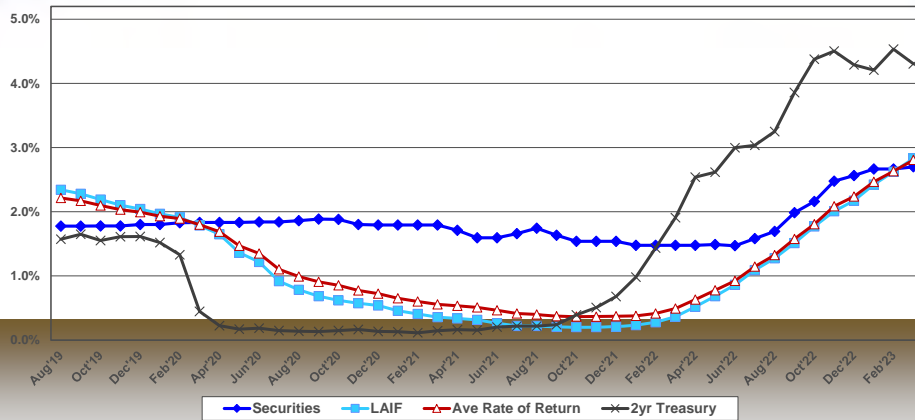
## LAIF Interest Rates



9

# Cash & Investments

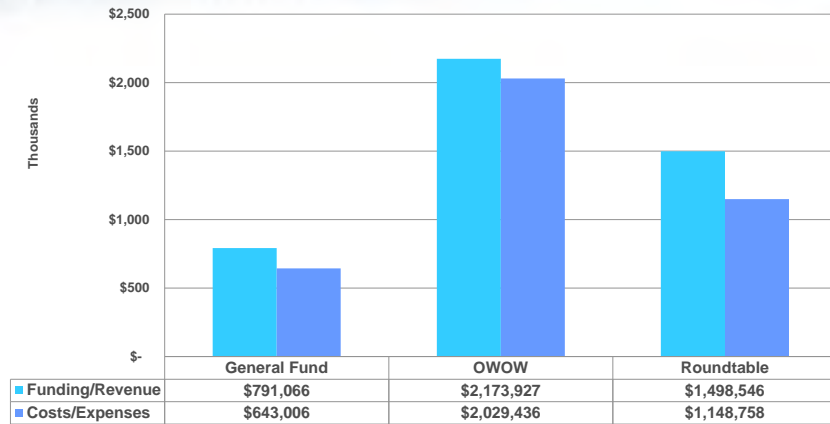
## Interest Rate Comparison



10

## Analysis by Fund Type

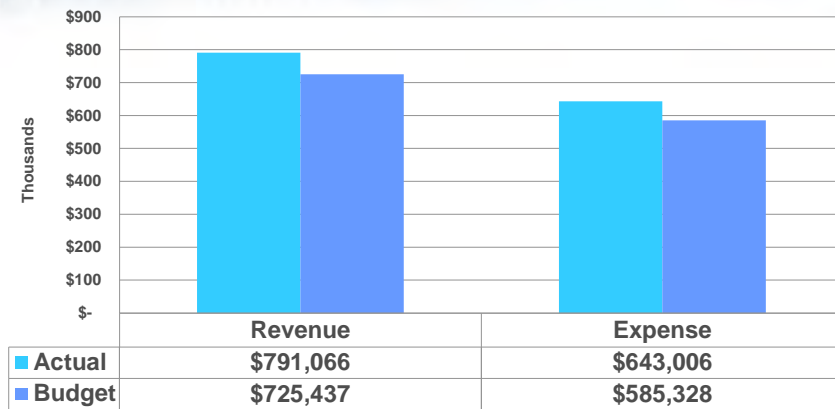
### Revenues and Expenses



11

## General Fund

### Budget vs. Actual

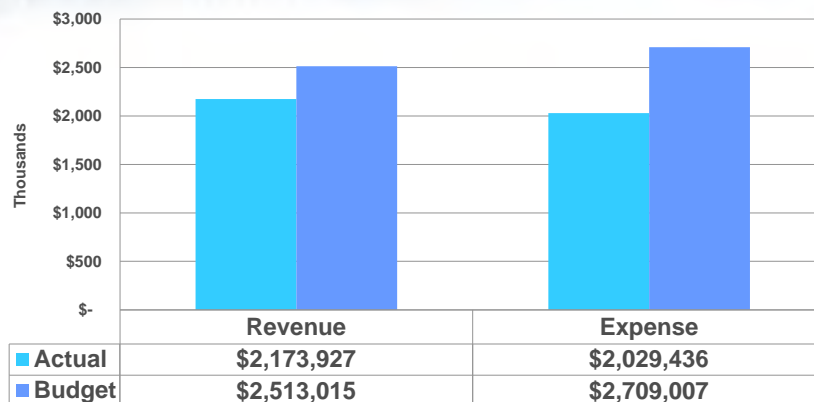


12



## OWOW Funds

### Budget vs. Actual



13

## OWOW Funds

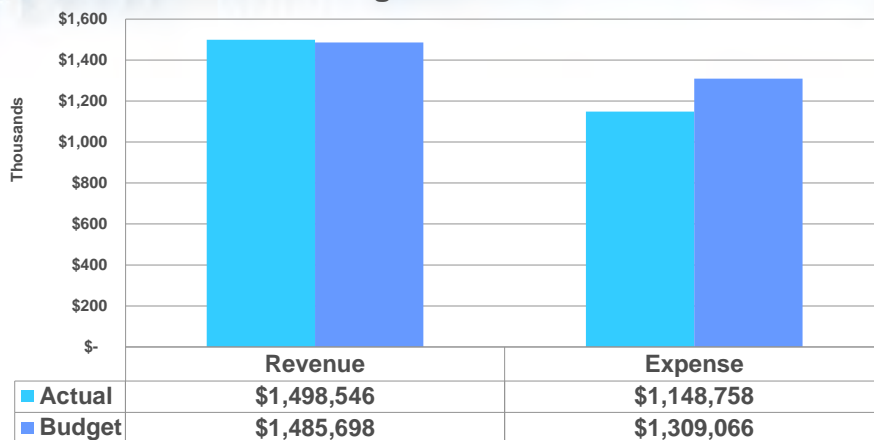
### Costs vs. Funding



14

## Roundtable Funds

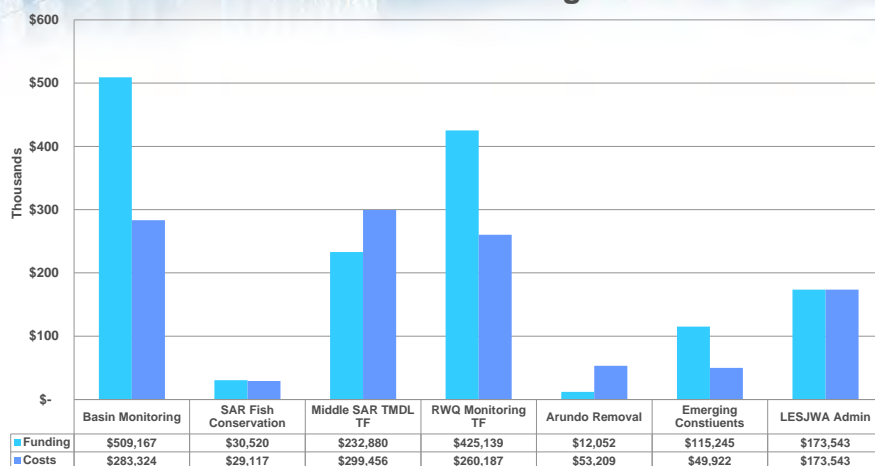
### Budget vs. Actual



15

## Roundtable Funds

### Costs vs. Funding



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

INSIDE THE  
JUNE REPORT

- 1 Basin Monitoring Program Task Force Potential Data Gaps Meetings
- 2 LESJWA Strategic Plan

## Basin Monitoring Program Task Force Potential Data Gaps Meetings

In-person meetings took place in mid-May 2023 with water agencies that had jurisdiction within each of the 35 groundwater management zones (GMZ) in the Santa Ana River Watershed. In each meeting for each GMZ, the group discussed the identified potential data gaps and possible solutions that address those gaps. There were many helpful suggestions from Task Force and non-Task Force members that will assist in maintaining quality data samples and analysis moving forward. Next steps include documenting the responsible parties based on the meeting discussions, circulating meeting notes and updated documentation of data gaps, and later in 2023 prepare draft a Potential Data Gaps and Framework Technical Memorandum by the Task Force consultant West Yost.



## LESJWA Strategic Plan

At the April 24th LESJWA Board of Directors meeting, staff was directed to update the 2014 LESJWA Business Plan. Rachel Gray and Jeff Mosher met with each board member to discuss their perspective on strategic priorities to include. Based on their feedback, the consensus was to have an outside consultant develop a new Strategic Plan for LESJWA. The Strategic Plan would address LESJWA's vision, mission, goals, and a roadmap for achieving set goals for the Lake Elsinore and Canyon Lake.

Staff is working on developing a request for proposal, including a scope of work and schedule, to develop a Strategic Plan for discussion at the August 17th LESJWA Board of Directors meeting.

Lake Elsinore & San Jacinto Watersheds Authority



City of Lake Elsinore • City of Canyon Lake • County of Riverside  
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

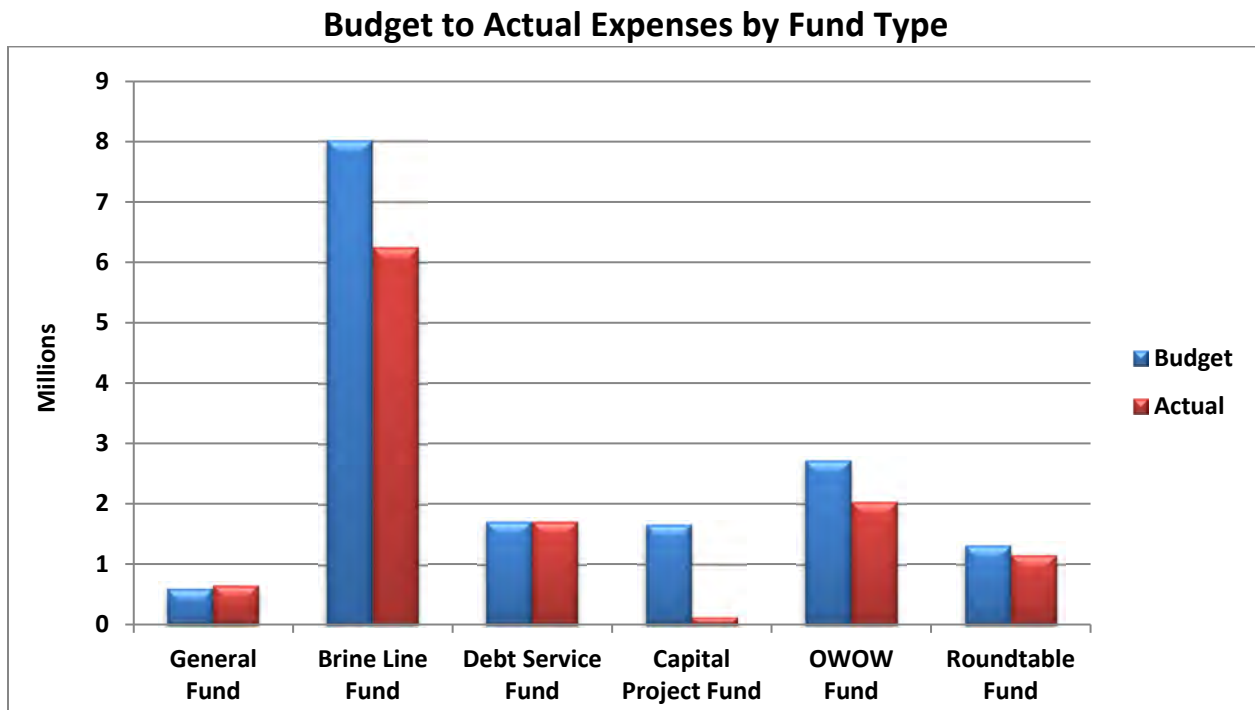
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**Santa Ana Watershed Project Authority  
Executive Financial Information Report  
March 2023**

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

|                 |  |
|-----------------|--|
| <b>Overview</b> | This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) March 2023 unless otherwise noted. |
|-----------------|--|

| Budget to Actual Expenses by Fund Type | <b>Favorable</b>    |                     |                     |                                  |
|--|---------------------|---------------------|---------------------|----------------------------------|
|  | Annual Budget       | FYTD Budget         | FYTD Actual         | Favorable (Unfavorable) Variance |
| General Fund                           | \$725,437           | \$585,328           | \$643,006           | (\$57,678)                       |
| Brine Line Enterprise                  | 10,687,396          | 8,015,548           | 6,248,366           | 1,767,182                        |
| Debt Service Fund                      | 1,709,476           | 1,709,476           | 1,709,476           | -                                |
| Capital Project Fund                   | 2,207,931           | 1,655,949           | 143,099             | 1,512,850                        |
| OWOW Fund                              | 3,662,008           | 2,709,007           | 2,029,436           | 679,571                          |
| Roundtable Fund                        | 1,953,880           | 1,309,066           | 1,148,758           | 160,308                          |
| <b>Total</b>                           | <b>\$20,946,128</b> | <b>\$15,984,374</b> | <b>\$11,922,141</b> | <b>\$4,062,233</b>               |





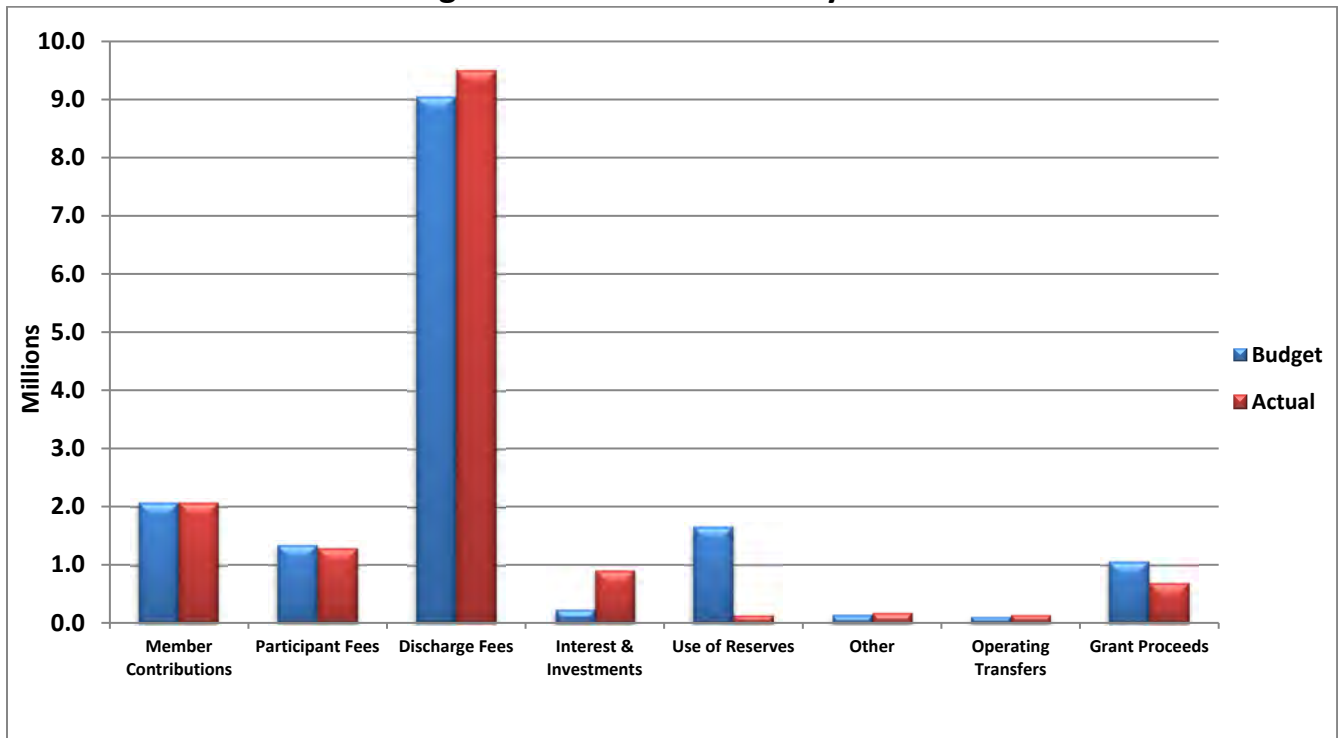
## Budget to Actual Revenues by Source



**Behind**

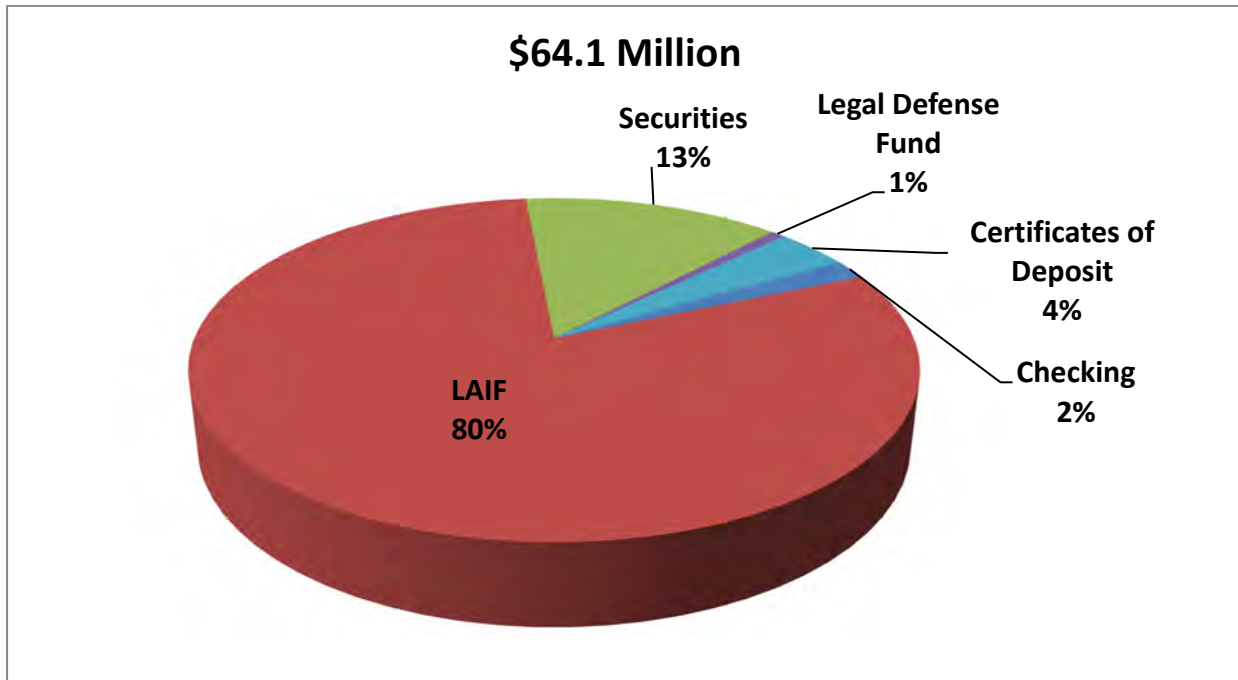
|                         | Annual Budget       | FYTD Budget         | FYTD Actual         | Favorable (Unfavorable) Variance |
|-------------------------|---------------------|---------------------|---------------------|----------------------------------|
| Member Contributions    | \$2,069,762         | \$2,069,762         | \$2,069,760         | (\$2)                            |
| Participant Fees        | 1,570,498           | 1,339,543           | 1,282,055           | (57,488)                         |
| Discharge Fees          | 12,071,872          | 9,046,417           | 9,505,382           | 458,965                          |
| Interest & Investments  | 325,000             | 243,750             | 906,848             | 663,098                          |
| Use of Reserves         | 2,207,931           | 1,655,949           | 143,099             | (1,512,850)                      |
| Mitigation Credit Sales | 889,900             | -                   | -                   | -                                |
| Other                   | 188,307             | 141,230             | 177,894             | 36,664                           |
| Operating Transfers     | 114,625             | 114,625             | 145,964             | 31,339                           |
| Grant Proceeds          | 1,672,212           | 1,058,990           | 689,690             | (369,300)                        |
| <b>Total</b>            | <b>\$21,110,107</b> | <b>\$15,670,266</b> | <b>\$14,920,692</b> | <b>(\$749,574)</b>               |

### Budget to Actual Revenues by Source





## Total Cash & Investments







## Reserve Fund Balance

|   | Amount              |
|---|---------------------|
| General Fund                                | \$1,747,893         |
| Building Fund                               | 813,536             |
| OWOW Fund                                   | 2,142,202           |
| Roundtable Fund                             | 2,549,470           |
| Debt Retirement                             | 2,858,445           |
| Pipeline Replacement & Capital Investment   | 31,457,768          |
| OC San Pipeline Rehabilitation              | 2,414,028           |
| Pipeline Capacity Management                | 12,156,407          |
| OC San Future Treatment & Disposal Capacity | 1,861,185           |
| Brine Line Operating Reserve                | 2,288,209           |
| Brine Line Operating Cash                   | 3,802,229           |
| <b>Total Reserves</b>                       | <b>\$64,091,372</b> |

## 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 4.9% and expenses are 25.3% below budget. It is expected that both will be on track with the budget by the end of the year.

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**June 2, 2023**

**To:** Santa Ana Watershed Project Authority

**From:** Michael Boccadoro  
Beth Olhasso

**RE:** May Report

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Overview:

Summer has finally arrived in California, and the “big melt” in the Sierras has started, bringing torrents of water through CA river systems. With the Sierra snowpack at 321 percent of average for this time of year, reservoir spillways are open up and down the state as managers try to ensure there is enough room for anticipated rapid snow melt, while the Central Valley still braces for flooding.

As is customary, the Governor released his May Revise of the 2023-24 proposed budget. With higher-than-expected deficits, he is proposing to shift over one billion dollars of climate funding (including \$270M for recycled water) into a proposed climate bond. He also introduced a package of Budget Trailer Bills aimed at reducing regulatory hurdles to infrastructure projects, including expedited judicial review for water projects, including recycled water and Delta Conveyance.

The CA Department of Toxic Substances Control (DTSC) seems to be taking proactive steps on microplastics. After years of the Legislature setting limits for microplastics, microparticles and PFAS, DTSC is finally taking proactive action and is proposing to list products containing microplastics to its candidate chemicals priority list for review under the state’s Safer Consumer Products (SCP) green chemistry program. This would attempt to regulate microplastics at the source, before they get into stormwater and wastewater.

Several environmental groups are suing the EPA to force the South Coast Air Quality Management District to implement measures to meet goals to bring the district out of “non-attainment” status for ozone. The District says that they don’t have the tools from the Feds to meet the goals. If successful, this could force the District to implement more extreme emissions control measures.

Both the Senate and Assembly resource bonds have gotten a little more attention with the Governor’s renewed support. Both are now \$15 billion bonds and include funding for recycled water, integrated regional water management, brackish desal, and Water Storage Investment Program (only in the Senate proposal). Major unresolved issues now include the uncertainty of size and timing of the bond. The Governor has not indicated the total amount he is interested in supporting, but the talk around Sacramento is that between the three bonds that are likely to be supported by the legislature and Governor, resources, housing/homelessness and education, the Governor is interested in a total of \$25 billion. How that is divided between the three is not yet known. It is also unclear if the resources bond will be considered on the March or November 2024 ballot.

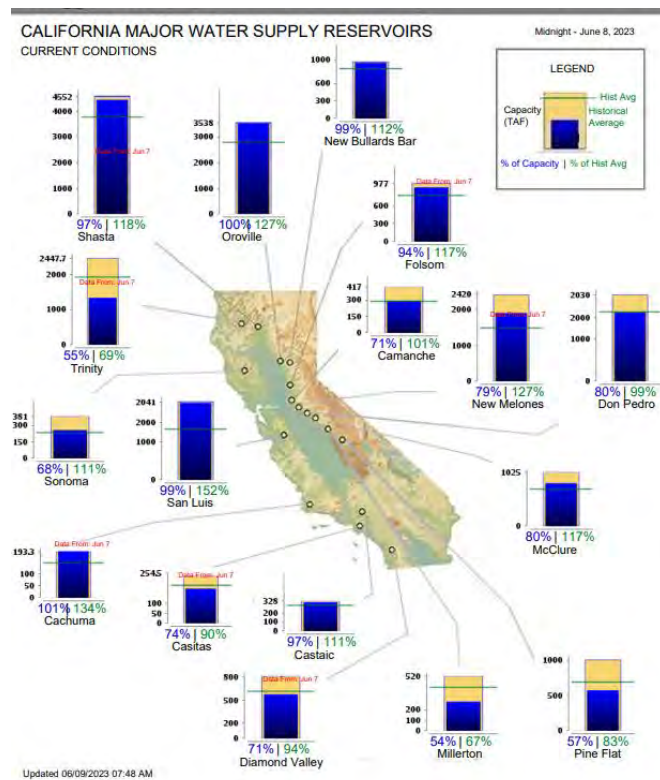
The House of Origin deadline was June 2, with all bills not having moved to the opposite house, shelved for the year. The group of PFAS control bills all passed off of the Assembly floor while adding in enforcement and penalties language. The water community effort to include water supply targets in the California Water Plan (SB 366) took some amendments, but was ultimately approved unanimously in the Senate. Senator Eggman’s bill to slow down Delta Conveyance (SB 687) was held in the Senate Appropriations Committee.

## Santa Ana Watershed Project Authority Status Report – May 2023

### ***Water Supply Conditions***

The “big melt” has officially started with significant, but not yet catastrophic, runoff occurring throughout the state. Reservoirs are now being managed for flood control, with many spillways throughout the state releasing water to ensure there is room for all the snowmelt. The statewide snowpack is 60 percent of April 1 average and 321 percent of normal for this date. There is still a lot of water left to come through the system.

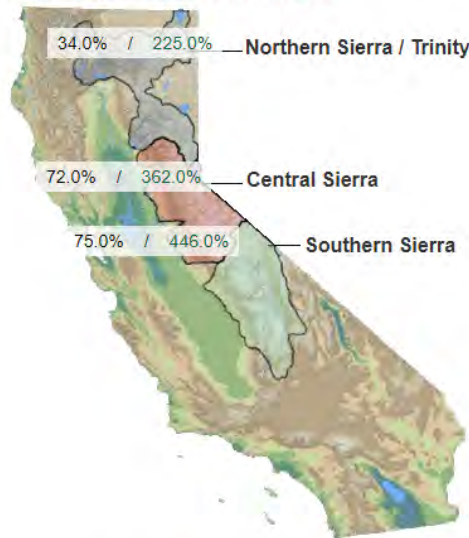
Lake Oroville is sitting at 127 percent of historical average and 99 percent capacity. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is at 152 percent of average for this time of the year and 99 percent capacity. As widely reported, State Water Project water is currently flowing into Diamond Valley Lake, which is at 71 percent capacity.



Provided by the California Cooperative Snow Surveys

Data For: **09-Jun-2023**

% Apr 1 Avg. / % Normal for this Date



Change Date :

| NORTH                           |       |
|---------------------------------|-------|
| Data For: 09-Jun-2023           |       |
| Number of Stations Reporting    | 24    |
| Average snow water equivalent   | 10.2" |
| Percent of April 1 Average      | 34%   |
| Percent of normal for this date | 225%  |

| CENTRAL                         |       |
|---------------------------------|-------|
| Data For: 09-Jun-2023           |       |
| Number of Stations Reporting    | 40    |
| Average snow water equivalent   | 17.8" |
| Percent of April 1 Average      | 72%   |
| Percent of normal for this date | 362%  |

| SOUTH                           |       |
|---------------------------------|-------|
| Data For: 09-Jun-2023           |       |
| Number of Stations Reporting    | 22    |
| Average snow water equivalent   | 14.0" |
| Percent of April 1 Average      | 75%   |
| Percent of normal for this date | 446%  |

| STATEWIDE SUMMARY               |       |
|---------------------------------|-------|
| Data For: 09-Jun-2023           |       |
| Number of Stations Reporting    | 86    |
| Average snow water equivalent   | 14.7" |
| Percent of April 1 Average      | 60%   |
| Percent of normal for this date | 321%  |

[Printable Version of Current Data](#)

### ***May Revise and Infrastructure Package***

The Governor released his May Revision of the 2023-24 budget. As expected, revenue shortfalls increased since the January budget proposal, reaching a \$35 billion deficit. It is possible that the number could increase as the year goes on. The Governor proposes to shift some promised funding, for example \$270 million for recycled water, into a “Climate Bond” for the voters to act on in 2024. The Governor hopes to push capital expenditures into a bond, while keeping operations and maintenance funding in the budget, as O&M cannot be funded with bond proceeds. Overall, the Governor is proposing to push over \$1B in “climate” items into a potential bond.

The Assembly Budget Committee met to discuss the Governor’s May Revise and was not inclined to support the Governor’s shift of critical climate funding and voted to restore most of the Governor’s cuts. The Senate did not take similar actions and the issue will be discussed in the coming weeks and, most likely, months. The budget must be passed June 15, though in recent years we have seen the Legislature pass a simple budget to meet their Constitutional responsibilities, but then pass revisions (Budget Bill Jrs.) and trailer bills well into the summer.

Along with the May Revise, Governor Newsom also released a package of 11 trailer bills aimed at removing regulatory roadblocks to getting critical infrastructure projects built- focusing on water and transportation.

- CEQA Judicial Streamlining: Proposed trailer bill would provide expedited judicial review of challenges to water projects, including recycled water and Delta Conveyance among others. Any litigation, including appeals, would need to be resolved, to the extent feasible, within 270 days.
- Fully Protected Species: the proposed trailer bill would repeal the four existing statutes designating species as “fully protected” under California law. The bill would reclassify 37 fully protected species so that 15 will be listed as threatened under the CA Endangered Species Act (CESA), 19 listed as endangered, and three will have no listing but retain protections under the Fish and Game Code.

As easily predicted, the environmental community has voiced some very serious concerns with a number of these proposals. The Governor indicated that he wanted these bills passed with the June 15 budget, but the Legislature has countered that they aren’t terribly interested in trying to push through these very controversial bills with the budget process. Both the Senate and Assembly have held a series of informational hearings on the Trailer Bills and voiced significant concern over moving the bills so quickly. Additionally, Delta Conveyance has been a hot topic. It wouldn’t be surprising if Delta Conveyance was explicitly prohibited from being eligible under any provisions of the trailer bills.

#### ***Clean and Drinking Water State Revolving Fund Intended Use Plans Released***

The annual release of the SRF IUPs has brought about much confusion about the health of the program. The Clean and Drinking Water SRFs are funded through the federal government and received an influx of funding from the Bipartisan Infrastructure Law. However, that money hasn’t trickled into the state because members of Congress are using that finding for Congressional Directed Spending projects. Additionally, the SWRCB has changed their estimations of what their “sustainable lending capacity” is. All of these factors have led to only \$150 million of new projects being added to the fundable list. There is a workshop on June 20 and comments on the IUP are due June 23.

#### ***State to List Products with Microplastics as Priorities Under Safer Consumer Products***

The CA Department of Toxic Substances Control (DTSC) is proposing to list products containing microplastics to its candidate chemicals priority list for review under the state’s Safer Consumer Products (SCP) green chemistry program.

The paper released by DTSC highlights the levels of microplastics found in drinking water and concentrations that are detected in stormwater. “Wastewater treatment plants receive municipal sewage that contains high levels of [microplastics], and a fraction of [them] are not removed during the treatment process and are released back to the environment.”

While the report highlights microplastics in stormwater and wastewater, they focus on source control, not increased regulation/treatment at POTWs.



### ***Lawsuit Seeks to Force EPA to Take Action on South Coast AQMD Ozone “Contingency” Steps***

In the ongoing effort to reduce emissions in the South Coast, environmentalists are suing to force the federal EPA to act on state air quality planning “contingency measures” that are supposed to kick in if, as expected, the Los Angeles metro area fails to attain federal ozone limits.

Environmentalists say the South Coast Air Quality Management District (SCAQMD) has never met any of EPA’s national ambient air quality standards for ozone and the area is in “extreme” nonattainment. The groups are seeking a finding that EPA is violating the Clean Air Act by failing to act on CA’s SIP and ask the court for an injunction forcing the agency to act.

The SCAQMD claims that it alone cannot enact measures to meet the standards and tougher regulation by the federal government is required for sources beyond the districts control. The district needs an additional 68 tons per day to attain the ozone standard in a timely manner. The district says they don’t have enough guidance to help them find measures that can qualify.

It remains to be seen if this will spur increased emissions regulation in the South Coast.

### ***Water Rights Legislation-- Update***

After some bad actors refused to abide by curtailment orders issued by the State Water Resources Control Board during the drought, several legislators introduced bills aimed at “revising” the water rights system in California.

**AB 460** (Bauer-Kahan) The author has stated that she is only trying to target the “bad actors” who diverted water during the drought despite curtailment orders from the SWRCB. She claims the bill is only intended to give the SWRCB powers they need to go after the bad actors. Jennifer Pierre, General Manager of the State Water Contractors, testified in opposition to the bill stating that the bill goes far beyond the stated intent. Pierre noted that the bill would eliminate judicial review of water board actions and could significantly affect the Voluntary Agreements. The bill passed off the Assembly floor by a two-vote margin—showing there is some serious concern with the bill in the super majority chamber.

**SB 389** (Allen) would give the SWRCB broad authority to investigate the diversion and use of water from a stream system to determine whether the diversion and use are based on appropriation, riparian right, or other basis of right, and authorizes the SWRCB to require the water right claimant, diverter, or user to provide information related to the diversion and use of water. Opposition to the bill revolves around the broad authority given to the SWRCB with little recourse from any entity under investigation. While the bill narrowly advanced out of committee members raised concerns with the bill. In particular, committee members questioned the need to hand the SWRCB sweeping authority to investigate law-abiding water right holders.

Similar to AB 460, SB 389 narrowly passed off the Senate floor, with two more votes than needed.

### ***Resources Bonds***

While presenting his May Revise, the Governor and his administration indicated support for a resources bond. Though they have offered no details on how large of a bond they are interested in or which ballot, March or November 2024 the administration continues to support the concept of a resources bond in 2024.

AB 1567 (Garcia) is a \$15B bond that includes the following categories that might be of interest:

- \$300M for recycled water
- \$100M for brackish desal, seawater desal, contaminant and salt removal, salinity management projects.
- \$200M for projects adopted in an integrated regional water management plan that respond to climate change and contribute to regional water security.

SB 867 (Allen) is also a \$15B bond and contains the following categories of interest:

- \$300M for recycled water
- \$300M for direct expenditures related to integrated regional water management
- \$100M for projects related to contaminant and salt removal projects
- \$300M for WSIP
- \$250M for regional conveyance projects that improve regional or interregional water supply or water supply reliability.

Both measures are moving through the process. If the decision is to put a bond on the March 2024 ballot, it would need to be passed by the time the Legislature leaves in September. If November 2024, it won't need to pass until summer of 2024.

### ***Legislation***

June 2 was the final day for bills to pass out of their House of Origin. Those that do not can be considered in January 2024.

### ***PFAS***

The three PFAS bills moving through the Legislature this year have all passed the Environmental Safety and Toxic materials Committee. AB 727 (Weber) is sponsored by CASA and would prohibit PFAS in cleaning products. AB 1423 (Schiavo) would prohibit PFAS in artificial turf. AB 246 (Schiavo) would ban PFAS in menstrual products. They all took amendments in ESTM that would add specific enforcement and penalty provisions- aimed to bolster the effectiveness of the measures, and all passed off the Assembly floor.

AB 727 is facing opposition from the Housing & Commercial Products Association. They are mostly concerned about how the bill would impact polish or floor maintenance products, noting that these products are critical to mitigate wear and tear and extend the life of flooring. The measure will face tougher challenge in the Senate.

**SB 754** (Cortese) would require the Building Standards Commission and the Department of Housing and Community Development to develop voluntary and mandatory standards for onsite reuse- aka dual plumbing of new residential and commercial properties. Recent amendments also require the BSC and DHC to include standards for the residential onsite treatment of blackwater. The bill was only heard in the Senate Housing Committee and was not considered by any water



quality experts. The bill moved out of the Senate and has not yet been assigned to an Assembly committee.

**SB 687 (Eggman)** would require the SWRCB to adopt a final update for the Delta Water Quality Control Plan before the state can consider a change in diversion point for Delta Conveyance. The State Water Contractors have provided excellent testimony in opposition to this legislation. The bill had two hearings recently. Both the Natural Resources & Water Committee and Environmental Quality Committee passed the bill out, but it was held in the Senate Appropriations Committee.

**SB 366 (Caballero)** is California Municipal Utilities Association and Western Municipal Water District's bill to establish a target of producing ten million acre feet of new water by 2040, through the California Water Plan. The bill unanimously passed the Senate Natural Resources and Water Committee and passed 40-0 off the Senate floor.