



SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

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• https://sawpa.zoom.us/j/87631507308	• 1 (669) 900-6833
• Meeting ID: 876 3150 7308	• Meeting ID: 876 3150 7308

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, FEBRUARY 20, 2024 – 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.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, February 19, 2024. 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: FEBRUARY 6, 20247

Recommendation: Approve as posted.

B. MICROSOFT DYNAMICS GREAT PLAINS SUPPORT, MAINTENANCE, AND FINANCIAL SYSTEM REPLACEMENT STUDY REQUEST FOR PROPOSALS (CM#2024.7)11

Presenter: Dean Unger

Recommendation: Direct the General Manager to issue a Request for Proposal (RFP) for Microsoft Dynamics Great Plains Support, Maintenance, and a Financial System Replacement Study.

6. **NEW BUSINESS**

- A. **IRRIGATION REPLACEMENT AND LANDSCAPE REFRESH AWARD (CM#2024.8)**37
Presenter: David Ruhl
Recommendation: That the Commission
1. Authorize the General Manager to award a contract for public works construction to the lowest responsive, responsible bidder, FS Contractors, Inc., for the Irrigation Replacement and Landscape Refresh Project (Project), in an amount not to exceed \$189,734.75; and
 2. Approve \$240,000 from the Building Reserve Fund for construction and inspection support for the Project.
- B. **SANTA ANA RIVER WATERSHED WEATHER MODIFICATION PILOT PROGRAM UPDATE (CM#2024.9)**47
Presenter: Rachel Gray
Recommendation: Receive and file.

7. **INFORMATIONAL REPORTS**

Recommendation: Receive for information.

- A. **CASH TRANSACTIONS REPORT – DECEMBER 2023**73
Presenter: Karen Williams
- B. **INTER-FUND BORROWING – DECEMBER 2023 (CM#2024.10)**79
Presenter: Karen Williams
- C. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – DECEMBER 2023 (CM#2024.11)**85
Presenter: Karen Williams
- D. **GENERAL MANAGER REPORT**107
Presenter: Jeff Mosher
- E. **STATE LEGISLATIVE REPORT**109
Presenter: Jeff Mosher
- F. **CHAIR’S COMMENTS/REPORT**
- G. **COMMISSIONERS’ COMMENTS**
- H. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

8. **CLOSED SESSION**

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

9. **ADJOURNMENT**

PLEASE NOTE:

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email svilla@sawpa.gov. 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.gov, 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 February 15, 2024, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, California.

2024 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

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

January		February	
1/2/24	Commission Workshop [cancelled]	2/6/24	Commission Workshop
1/16/24	Regular Commission Meeting	2/20/24	Regular Commission Meeting
March		April	
3/5/24	Commission Workshop	4/2/24	Commission Workshop
3/19/24	Regular Commission Meeting	4/16/24	Regular Commission Meeting
May		June	
5/7/24	Commission Workshop	6/4/24	Commission Workshop
5/21/24	Regular Commission Meeting	6/18/24	Regular Commission Meeting
5/7 – 5/9/24	ACWA Spring Conference, Sacramento, CA		
July		August	
7/2/24	Commission Workshop	8/6/24	Commission Workshop
7/16/24	Regular Commission Meeting	8/20/24	Regular Commission Meeting
September		October	
9/3/24	Commission Workshop	10/1/24	Commission Workshop
9/17/24	Regular Commission Meeting	10/15/24	Regular Commission Meeting
November		December	
11/5/24	Commission Workshop	12/3/24	Commission Workshop
11/19/24	Regular Commission Meeting	12/17/24	Regular Commission Meeting
		12/3 – 12/5/24	ACWA Fall Conference, Palm Springs, CA

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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.gov/sawpa-calendar/>

MONTH OF: FEBRUARY 2024

DATE	TIME	MEETING DESCRIPTION	LOCATION
2/6/24	8:30 AM	PA 23 Committee Mtg	CANCELLED
2/6/24	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
2/15/24	4:00 PM	LESJWA Board of Directors Mtg	Hybrid (Elsinore Valley MWD, 31315 Chaney Street, Lake Elsinore, CA 92530 & Virtual/Teleconference)
2/27/24	9:00 AM	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	Hybrid (SAWPA & Virtual/Teleconference)

MONTH OF: MARCH 2024

DATE	TIME	MEETING DESCRIPTION	LOCATION
3/4/24	2:30 PM	Basin Monitoring Program Task Force Mtg	Virtual/Teleconference
3/5/24	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
3/12/24	8:30 AM	PA 22 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
3/18/24	1:00 PM	MSAR TMDL Task Force Mtg	Virtual/Teleconference
3/28/24	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
February 6, 2024**

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
David J. Slawson, Eastern Municipal Water District
Jasmin A. Hall, Inland Empire Utilities Agency [9:47 a.m.]

COMMISSIONERS ABSENT

None

**ALTERNATE COMMISSIONERS
PRESENT; NON-VOTING**

Gil Botello, San Bernardino Valley Municipal Water District
Denis Bilodeau, Orange County Water District

STAFF PRESENT

Jeff Mosher, Karen Williams, Rachel Gray, Edina Goode, Marie
Jauregui, Alison Lewis, Bonnie Gallagher, Sara Villa, Zyanya
Ramirez, Melissa Bustamonte, Dean Unger, John Leete

OTHERS PRESENT

Andrew Turner, Lagerlof, LLP; Nick Kanetis, Eastern Municipal
Water District; Shivaji Deshmukh, Inland Empire Utilities Agency;
John Kennedy, Orange County Water District; Lisa Haney, Orange
County Water District; Mallory O'Connor, Western Municipal Water
District; Ryan Kearns, Riverside County Flood Control and Water
Conservation District

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: JANUARY 16, 2024

Recommendation: Approve as posted.

B. TREASURER'S REPORT: DECEMBER 2023

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

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

6. NEW BUSINESS

A. CLASSIFICATION AND COMPENSATION AGREEMENT APPROVAL WITH RALPH ANDERSON AND ASSOCIATES (CM#2024.5)

Edina Goode provided a presentation on the Classification and Compensation Study (Study) Agreement contained in the agenda packet on pages 21-30. SAWPA's Study was last conducted in 2014. It is best practice to routinely assess classification and compensation to enhance employee engagement and help attract and retain a diverse highly qualified workforce. A Request for Proposal (RFP) was released November 22, 2023, and six (6) proposals were received on November 21, 2023. The review Ad Hoc Committee (Committee) included staff from SAWPA and San Bernardino Valley Water District. The proposals were ranked based on responsiveness to the RFP, experience and qualifications, project approach and understanding of needs, anticipated value and quality of services received, appropriateness of proposed fee structure, and project schedule. Ralph Anderson and Associates was selected as the highest ranked firm and SAWPA staff requests Commission approval for the General Services Agreement and Task Order No. RAA100-02 in the amount not to exceed \$42,800. There was no discussion.

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

1. General Services Agreement with Ralph Anderson and Associates, and
2. Task Order No. RAA100-02 with Ralph Anderson and Associates in the amount not to exceed \$42,800 for professional consulting services to conduct a Classification and Compensation Study.

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

B. REGIONAL WATER QUALITY MONITORING TASK FORCE | SANTA ANA RIVER REGIONAL BACTERIA MONITORING PROGRAM (CM#2024.6)

Rick Whetsel provided a presentation on the Regional Water Quality Monitoring Task Force Consultant Task Order contained in the agenda packet on pages 81-95. The Regional Water Quality Monitoring Task Force scope of activities is to implement a coordinated regional surface water quality monitoring program to meet the bacterial indicator monitoring requirements of the Basin Plan. To support consolidation and standardization of regional programs such as the Middle Santa Ana River Bacteria TMDL and annual reporting to the Regional Board. A Request for Proposal (RFP) was released November 2, 2023, and two (2) proposals were received on December 14, 2023. The review Committee (Committee) included staff from SAWPA, Riverside County Flood Control and Water Conservation District,

San Bernardino County Flood Control District, and County of Orange. The Committee unanimously selected GEI Consultants to oversee and implement the Santa Ana River Regional Bacteria Monitoring Program. All work related to oversee and implement the Santa Ana River Regional Bacteria Monitoring Program requires a three (3) year task order with an option to exercise a two (2) year extension for an annual amount not to exceed \$397,018, totaling \$1,191,054 over the three (3) year period for FY 2024-25 through FY 2026-27. Commissioner Mike Gardner noted that he was surprised to see only two (2) responses to the RFP, and Mr. Whetsel emphasized that the RFP was released through PlanetBids, and an email was also distributed to about fifteen (15) firms. Commissioner T. Milford Harrison asked what the two (2) year extension is based on, and if there is a provision for what the funding would be. Mr. Whetsel noted that the two (2) year extension would be based on the task force, there is not a fixed cost for the extension, but a draft budget would be provided and brought forth for Commission for approval.

Commissioner Jasmin Hall attended the meeting at 9:47 a.m. during Agenda Item No. 6.B.

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

1. General Services Agreement with GEI Consultants, and
2. Task Order No. GEI386-02 with GEI Consultants, a three-year task order with an option to exercise a two-year extension for an annual amount not to exceed \$397,018, totaling \$1,191,054 over the three-year period for FY 2024-25 through FY 2026-27 to oversee and implement the Santa Ana River Regional Bacteria Monitoring Program.

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

7. INFORMATIONAL REPORTS

Recommendation: Receive for Information.

A. OWOW QUARTERLY STATUS REPORT: OCTOBER – DECEMBER 2023

B. ROUNDTABLES QUARTERLY STATUS REPORT: OCTOBER – DECEMBER 2023

C. COMMUNICATIONS REPORT

Jeff Mosher referenced the Communications Report contained in the agenda packet on pages 179-181. The report will be included once a month highlighting what is going on from the external affairs point of view, especially with the current weather modification program and the development of the climate adaptation and resiliency plan. Mr. Mosher noted that the operations consultant for the weather modification puts together a monthly summary and an update will be provided to the Commission at a future meeting.

D. CHAIR'S COMMENTS/REPORT

Chair Bruce Whitaker asked when the next OWOW Steering Committee is scheduled. Mr. Mosher noted it is scheduled in March and anticipated to be an in-person meeting.

E. COMMISSIONERS' COMMENTS

Commissioner T. Milford Harrison emphasized the importance of pointing out that there was no cloud seeding performed during the current storm event. Commissioner Jasmin Hall asked about the cost that we have budgeted for cloud seeding. Is the money being spent when cloud seeding is not taking place? Mr. Mosher noted that it is a fixed cost per

month. The consultant is tracking the weather and there could be zero (0) seeding events or up to eight (8) seeding events, and the fixed cost remains the same per month. The fixed amount is based on an average of 8-13 seedings a year.

F. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

There were no Commissioner requests for future agenda items.

8. CLOSED SESSION

There was no Closed Session.

9. ADJOURNMENT

There being no further business for review, Chair Bruce Whitaker adjourned the meeting at 10:03 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, February 20, 2024.

Bruce Whitaker, Chair

Attest:

Sara Villa, Clerk of the Board

COMMISSION MEMORANDUM NO. 2024.7

DATE: February 20, 2024

TO: SAWPA Commission

SUBJECT: Microsoft Dynamics Great Plains Support, Maintenance, and Financial System Replacement Study Request for Proposals

PREPARED BY: Dean Unger, Information Systems Manager

RECOMMENDATION

It is recommended that the Commission direct the General Manager to issue a Request for Proposal (RFP) for Microsoft Dynamics Great Plains Support, Maintenance, and a Financial System Replacement Study.

DISCUSSION

SAWPA has used Microsoft Dynamics Great Plains Financial Accounting system since 2002. The software is being phased out by Microsoft in 2027. A study is needed to determine the best path forward in selecting a new financial accounting system. The vendor selected will be providing support for the current system while completing the financial system replacement study.

RESOURCE IMPACTS

The projected cost of the Study is included in the FY 2023-24 Budget. It is anticipated that the support costs will be between \$7,500 and \$12,500 while the study could cost between \$50,000 and \$75,000.

Attachments:

1. Microsoft Dynamics Great Plains Support, Maintenance, and Financial System Replacement Study RFP

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SANTA ANA WATERSHED PROJECT AUTHORITY

REQUEST FOR PROPOSALS

FOR

**MICROSOFT DYNAMICS GREAT PLAINS SUPPORT,
MAINTENANCE, AND FINANCIAL SYSTEM
REPLACEMENT STUDY**

February 2024

**REQUEST FOR PROPOSALS
FOR
SANTA ANA WATERSHED PROJECT AUTHORITY
MICROSOFT DYNAMICS GREAT PLAINS SUPPORT, MAINTENANCE, AND
FINANCIAL SYSTEM REPLACEMENT STUDY**

NOTICE TO SUBMITTING FIRMS

Proposals submitted in response to this RFP as described herein, will be submitted to Planet Bids at: <https://pbsystem.planetbids.com/portal/52676/portal-home>

1. Submit electronically, as a single Adobe Acrobat (PDF) file, with search capability to ensure readability and compatibility, **not more than 25 pages long** (not including cover letter, exhibits, and resumes), and **not more than 10 megabytes in size**.
2. All proposals must be received by **3:00 p.m. (PST) on Friday, April 5, 2024**.
3. Prospective Offerors are required to submit all RFP questions, clarifications, or comments through Planet Bids' Q&A system at:
<https://pbsystem.planetbids.com/portal/52676/portal-home>.
Questions, clarifications, or comments must be received no later than **Monday, March 5, 2024 at 4:00 pm PST**.
4. Any changes to this RFP are invalid unless specifically modified by SAWPA and issued as a separate addendum document. Should there be any question as to changes to the content of this document, SAWPA's copy shall prevail. It is the submitting firm's sole responsibility to ensure that their submittal, inclusive of any or all addenda, is received at the proper place at the proper time. SAWPA will not accept submittals after the due date/time listed above.

**REQUEST FOR PROPOSALS
FOR
MICROSOFT DYNAMICS GREAT PLAINS SUPPORT, MAINTENANCE, AND
FINANCIAL SYSTEM REPLACEMENT STUDY**

1) Introduction

Agency Background

The Santa Ana Watershed Project Authority (SAWPA) was formed in 1972 to plan and build facilities to protect water quality in the Santa Ana River Watershed. SAWPA is a Joint Powers Authority (JPA) comprised of five (5) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD). To learn more about SAWPA please visit www.sawpa.gov

Background

The Santa Ana Watershed Project Authority (SAWPA) has used Microsoft Great Plains since 2002. The Information Systems and Technology department is responsible for maintaining the Microsoft Dynamic Great Plains (GP) software and is hosted on premise. The Finance Department currently uses Microsoft Dynamic Great Plains (GP) 2018.6 for maintaining the financial, project accounting, sales, purchasing, and HR & Payroll modules in Great Plains (GP) 2018.6. The accounting software system is used to create and implement adequate internal controls, prepare financial statements and reports, manage cash, track budgets, process accounts payable invoices and payments, process accounts receivable invoices and cash receipts, process payroll, and manage purchase orders for procurement of goods and services. The Finance Department uses Microsoft Dynamics Great Plains (GP) 2018.6 for accounting, Project accounting (including grants), Procure-To-Pay (Purchase Orders and Accounts Payable) and Revenue (Cash Receipts), with integrations with Journyx for timesheets and Greenshades for self-service Human Resource and benefits.

In addition to the above modules, there is a custom action called the "LAIF button". SAWPA has over 27 different funds where cash is accounted for. Each of those funds keeps a cash balance in an investment account called LAIF. Only 1 of those funds, Fund 100 – General Fund, has an actual checking account. All payments are made from, and all deposits go into, that checking account. The LAIF button is designed to distribute payments and deposits into or out of the correct funds.

Scope

The scope of the project is to provide support and maintenance along with a migration recommendation to a new financial system. The recommendation will be based on an analysis of the current GP use and its features along with a needs assessment of SAWPA's financial staff and business requirements.

Services

The Great Plains maintenance and support will include a comprehensive analysis of SAWPA's Microsoft Dynamics Great Plains accounting system. The Consultant's services shall include the following tasks:

- Task 1: Assess current GP environment alongside current GP support Vendor
- Task 2: Take over maintenance/support
- Task 3: Conduct a business process assessment of the GP accounting system.
- Task 4: Review customizations
- Task 5: Review 3rd Party applications: Mekorma, Bi360, Journyx and Greenshades
- Task 6: Recommendation for potential products and outline a migration schedule.
- Task 7: Prepare a proposal and cost estimate for recommended product.

2) Schedule

February 20, 2024	Issue Request for Proposals
April 5, 2024	Proposals due (3:00 p.m.)
April 12, 2024	Interview panel conducts interview of top proposing firms
May 7th, 2024	Recommend Award
May 15 th , 2024	Service Begins
July 1st, 2024	Support and Maintenance begins

3) Proposal Instructions and Conditions

- a) **Pre-Contractual Expenses** - Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:
 - Preparing a proposal in response to the RFP
 - Submitting that proposal to SAWPA
 - Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement.
 - Any other expenses incurred by the prospective bidder prior to the date of an executed contract.

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

- b) **Authority to Withdraw RFP and/or Not Award Contract** – SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).
- c) **Right to Reject Proposal** – SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm/s, which, in the opinion of SAWPA, is best qualified to perform the services and represents the best value and effectiveness.
- d) **Discrepancies in Proposal Documents** – Should prospective firms find discrepancies in, or omissions from the RFP, or if the intent of the RFP is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.
- e) **Oral Statements** - SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.

4) **Scope of Work**

The scope of work will include, but not be limited to the following tasks:

- a) **Assess current GP environment** Consultant shall evaluate current GP environment by interviewing current support vendor. Consultant shall have 45 days to establish a complete understanding of the support needs in regard to the current GP software installation, including current GP modules, licensing and SAWPA contacts. Consultant shall work with SAWPA IT staff when contacting, interviewing and working with current GP support vendor.

The Consultant shall provide the following reports:

- i) **Current GP software environment report.** Provide software version, modules, customizations, 3rd Party integrations and user roles and rights.
- ii) **Current GP Network environment.** Consultant shall provide support of the current GP environment.
- iii) **Current GP software licensing report.** Consultant will provide license maintenance dates.

- b) **Task 2: Take over maintenance/support - July 1st, 2024.** The Consultant shall begin support of the current GP environment starting July 1st, 2024.

The following is a list of support services.

1. 10x5 support plus additional support during off hours maintenance.
2. Proactive monitoring of applications.
3. End-to-end service, including incident, change and problem management.
4. Support help for existing functionalities
5. Regular reviews and adjustments to configuration of existing modules
6. Managing user permissions and access
7. Resolve application issues and incidents.

- c) **Task 3: Business process assessment.** SAWPA has used GP since 2007. Many of the finance business processes have been adapted to meet GPs' abilities. The consultant shall examine and evaluate SAWPA's business processes in regard to the accounting system. The consultant will identify, document and analysis current processes to identify potential issues and inefficiencies with a move to a new financial accounting system. The Consultant will engage in consultation with the accounting department staff as well as other department heads as needed.

Deliverables:

A financial business process assessment report including business driver, problem statement, stakeholder model, business activity diagram and business requirements.

- d) **Task 4: Review customizations**

The Consultant shall review the current customizations such as the LAIF button which currently manages payments.

Deliverables:

Report describing current customizations including their purpose, supporting software and limitations.

- e) **Task 5: Review 3rd Party applications**

The Consultant shall examine and document current third-party applications that communicate with Microsoft GP at SAWPA. These include Bi360 reporting, Mekorma check printing, Greenshades HR application and supporting bank software.

Deliverables:

The Consultant shall deliver a report that documents current third-party applications and their support function. This will support future migration directions in regard to applications that may be used in the future.

f) **Task 6: Recommendation for potential products and outline a migration schedule**

The consultant shall make a recommendation based on the information gathered in the business process analysis and the support effort in regard to the current installation of Microsoft GP. The consultant will provide an outline of a migration plan and timeline.

Deliverables:

The Consultant shall provide a report with the recommendation and a report with an outline of a migration schedule.

5) Project Schedule

The Consultant shall conduct a kick-off meeting within one (1) week from notice to selection. .

6) Fee Proposal Requirements

In preparing the fee schedule for the services identified under the scope of work, the Consultant shall take into consideration the following:

- i) Compensation for Consultant direct services provided in completing the tasks shall be based upon an hourly billing rate up to a not-to-exceed amount.
- ii) Support Services will be billed at an hourly rate. A yearly estimate will be required for budgetary requirements. Business Analysis and recommendations costs will be provided by consultant and will be billed upon agreed tasks.
- iii) The Consultant's billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal.
- iv) SAWPA will review the fee proposal of the Consultant deemed most qualified after completing a review of the proposals and conducting interviews. The final scope and fee will be negotiated with the top-ranked Consultant.
- v) Reimbursable expenses will not be allowed unless included in the proposal and negotiated prior to a contract. Billing rate escalations during the contract term are disfavored and shall be approved in negotiations prior to execution of a contract.

7) Proposal Requirements

Responses to this RFP must be made according to the requirements set forth in this section for content and sequence. Firms must demonstrate their capabilities, background, and expertise, for SAWPA to effectively evaluate the submittals, and

select the firm(s) that provide the best value to SAWPA based on the selection criteria. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal.

Responses to this RFP shall be prepared as concisely as possible. The proposal should be formatted for legibility by the reviewers, and **no more than twenty (25) pages long** (not including cover letter, exhibits and resumes), and **not more than 10 megabytes in size**.

All proposals must include at a minimum the following information:

- **Cover letter**, including **Proposer's Signature Block**, as outlined in [Exhibit A](#).
- **Proposal Table of Contents**
- **Understanding of the Project** – The Proposer shall provide a brief description of its approach and understanding of the important Project elements, as well as technical considerations of the Project.
- The Proposer shall provide the following:
 - **Scope of Work** describing work tasks proposed to implement the Project. Identify any materials and/or equipment to be used to implement the Project.
 - **Cost proposal** in tabular format, as outlined in [Exhibit B](#), indicating tasks, task hours by labor category, hourly billing rates for each labor category, costs for sub-consultants, and reimbursable expenses. The rates shall be valid for the term of the contract. Note SAWPA will not pay for travel time. In addition to the summary cost proposal shown in Exhibit B, proposers must provide a detailed cost estimate of the project scope of work.
 - **Schedule** for implementing the Project. The schedule shall show each scope of work task and its activity duration.
- **Project Team & Qualifications** – The Proposer shall provide an organization chart showing proposed management and project team including a complete list of personnel, including subcontractors that will be dedicated to this project. The Proposer may include resumes of key team members. The Proposer may be required to furnish statements of their financial resources.
- **Experience** – The Proposer shall provide a description of similar projects, services and/or relevant work experience undertaken by the proposer. Projects must be within the last five (5) years, and preferably involve the staff identified in the list of personnel.
- **References** – The Proposer shall provide references from a minimum of three (3) former clients, as outlined in [Exhibit C](#), for whom comparable services have been performed within the last five years.
- Consultant and Sub-consultant Business Information, as outlined in [Exhibit D](#).
- Additions, Deletions and/or Exceptions, as outlined in [Exhibit E](#), 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 RFP requirements. If there are no exceptions taken, note in writing that there are none. An Agreement for Services template is attached to this RFP ([Attachment A](#)) that the consultant/firm will be required to sign; the respondent must identify any exceptions to that draft agreement as an element of the proposal submitted for review and consideration.

6. SUBMITTALS

Submit only an electronic copy (via email, Dropbox, etc.) of the proposal and related information as a single .pdf file to Planet Bids at:

<https://pbsystem.planetbids.com/portal/52676/portal-home>

Proposals must be received by **4:00 p.m. PST on Thursday, December 14, 2023**. Proposals received after the stated time will be deleted and not considered. SAWPA is not responsible for any failure to receive files transmitted electronically or which fail to open properly upon receipt.

7. PROPOSED SCHEDULE

The following table identifies the estimated dates for receipt, evaluation, and award of this RFP. Please note the following key dates when preparing your response to this RFP.

February 20, 2023	Issuance of Request for Proposals
March 5, 2024 (4:00 pm PST)	Deadline to submit questions
March 12, 2023 (4:00 pm PST)	Deadline to respond to questions
April 5, 2023 (3:00 pm PST)	Proposal must be received by SAWPA
April 2024 (date tentative)	Interviews with proposers if needed
May 7, 2024 (date tentative) Commission	Recommendation to SAWPA
May 15, 2024 (date tentative)	Finalize Agreement, Begin Work

8. SELECTION CRITERIA

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

- Responsiveness to the RFP
- Project approach and understanding of project needs
- Qualifications and experience of the firm(s) in performing similar projects
- Cost Proposal (**Exhibit B**) and detailed cost breakdown
- References (**Exhibit C**)
- Exceptions Taken to RFP (**Exhibit E**)
- Anticipated value and quality of services received

A panel composed of SAWPA staff and staff members from the Regional Water Quality Monitoring Task Forces member agencies will review and rate proposals. If interviews are needed, proposers will be contacted to schedule a Zoom meeting in early/mid January 2024. If additional information is needed, submit questions clarifications, or comments through Planet Bids': <https://pbsystem.planetbids.com/portal/xxx/portal-home> Responses will be provided through Planet Bids'.

SAWPA reserves the sole right to evaluate and select the successful proposal(s) and may choose to award a contract to one or more qualified consultants.

11. GENERAL REQUIREMENTS

1. All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA reserves the right to negotiate with any qualified source. SAWPA reserves the right to reject any or all proposals for any reason or for no reason at all.
2. SAWPA reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
3. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.
4. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, the terms, conditions, and criteria contained in this RFP.
5. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.
6. SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such an addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP to the extent known. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
7. All proposals submitted in response to this RFP will become the exclusive property of SAWPA. At such time as SAWPA's recommendation to the SAWPA Board relative to proposal selection appears on the Board Agenda, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA shall not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof if disclosure is required under the Public Records Act.
8. SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.

EXHIBIT A
PROPOSER'S SIGNATURE BLOCK

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

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 "exceptions" portion of the proposal.

EXHIBIT B
COST PROPOSAL

Task		
1		
2		
3		
4		
5		
6		
7		
Total		

The Project shall begin immediately upon receipt of order or notice to proceed.

For each Task include costs for **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. Note SAWPA will not pay for travel time. In addition to the summary cost proposal shown in Exhibit B, proposers must provide a detailed cost estimate for the project scope of work.

EXHIBIT C

REFERENCES

Proposer shall provide a **minimum of three (3)** Customer References for whom comparable services have been performed within the last five (5) years. Local and similar size contract references are preferred.

REFERENCE #1

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

REFERENCE #2

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

REFERENCE #3

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

EXHIBIT D

**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:

EXHIBIT E

ADDITIONS, DELETIONS AND/OR EXCEPTIONS

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this proposal and General Services Agreement (GSA) and Task Order (Attachment A). If not addressed below, then Santa Ana Watershed Project Authority assumes that the vendor will adhere to all terms and conditions listed.

SAWPA will issue an Agreement in its standard form to the successful firm(s) for the services contemplated herein; a copy of which is attached hereto, and incorporated herein. Any deletion, exception, or modification taken to Agency contract terms and conditions will be evaluated, in addition to the specified criteria; and may, itself, result in non-acceptance by the Agency. Any request for deletion, exception, or modification, if so taken, must be submitted at the time of proposal.

[illegible]



Attachment A
Agreement for Services template



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

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

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

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

ARTICLE II

SERVICES TO BE PERFORMED

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

2.02 Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, 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

COMMISSION MEMORANDUM NO. 2024.8

DATE: February 20, 2024
TO: SAWPA Commission
SUBJECT: Irrigation Replacement and Landscape Refresh Award
PREPARED BY: David Ruhl, Executive Manager of Engineering and Operations

RECOMMENDATION

That the Commission:

1. Authorize the General Manager to award a contract for public works construction to the lowest responsive, responsible bidder, FS Contractors, Inc., for the Irrigation Replacement and Landscape Refresh Project (Project), in an amount not to exceed \$189,734.75; and
2. Approve \$240,000 from the Building Reserve Fund for construction and inspection support for the Project.

DISCUSSION

On December 19, 2023, the SAWPA Commission approved the issuance of a request for bids for the Project to replace the poorly functioning irrigation system, refresh vegetation that is past its prime throughout the SAWPA campus and make minor improvements to the demonstration garden to adapt to current shade conditions.

A Notice Inviting bids for construction of the project was posted in Planet Bids on December 21, 2023. A pre-bid meeting was held on January 10, 2024. Construction bids were received and opened on January 31, 2024. The estimate of construction cost is \$190,203. Seven bids were received as follows:

<u>Bidder</u>	<u>Amount</u>
David Ollis Landscape	\$237,159.00
Four Seasons Landscaping	\$206,360.21
Evolution Landscaping and Plumbing	\$244,712.25
Mariposa Landscapes, Inc.	\$207,966.25
FS Contractors, Inc.	\$189,734.75
American Landscape	\$245,784.38
Marina Landscape	\$206,487.34

Staff has reviewed the four lowest bids for compliance with the Bid Documents. FS Contractors, Inc. submitted the lowest bid and SAWPA staff contacted their references and overall received satisfactory remarks. Based on the staff's analysis, FS Contractors submitted the lowest responsive, responsible bid, and is qualified to perform the work.

CEQA

This project is categorically exempt from CEQA under the Public Resources Code Section 15301(a).

RESOURCE IMPACTS

Funds are available in the FY 2023/24 Budget, Building Reserve fund to cover the construction and construction management costs. As of December 31, 2023, the Building Reserve fund has \$844,747.

Attachments:

1. PowerPoint Presentation



SAWPA Building Irrigation Replacement and Landscaping Refresh

February 20, 2024

Item No. 6.A

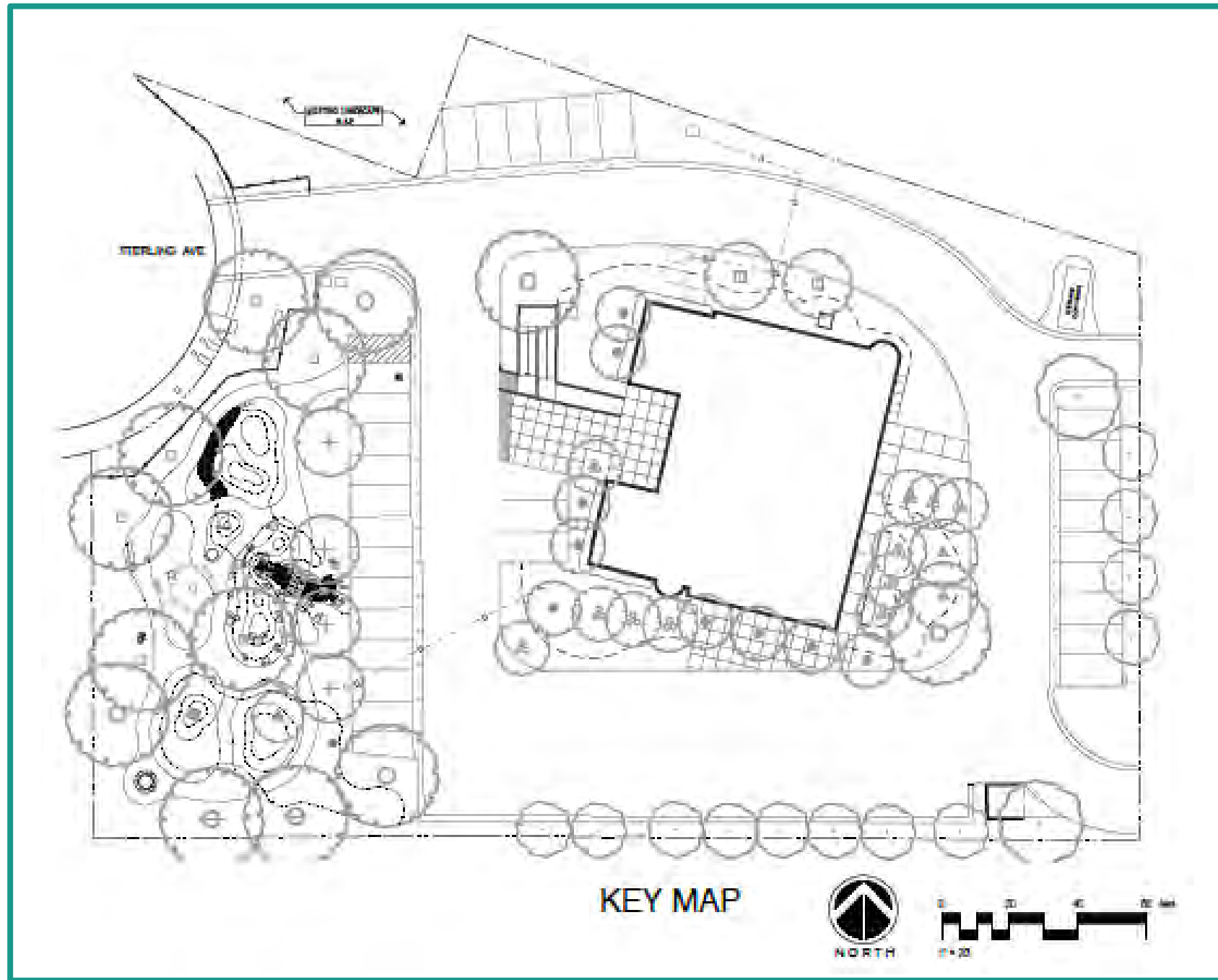
David Ruhl

Executive Manager of Engineering and Operations

Recommendation

- Authorize the GM to award a contract for public works construction to the lowest responsive, responsible bidder, FS Contractors, Inc., for the Irrigation Replacement and Landscape Refresh Project, in an amount not to exceed \$189,734.75; and
- Approve \$240,000 from the Building Reserve Fund for construction and inspection support for the Project.

Irrigation Replacement and Landscape Refresh



- Refresh plantings and SAWPA building grounds with new landscape
- Replace irrigation system

Summary of Bids

- Bids Received January 31st
- Seven (7) bids received as follows:

<u>Bidder (1)</u>	<u>Bid Amount</u>
• FS Contractors, Inc.	\$189,734.75
• Four Seasons Landscaping	\$206,360.21
• Marina Landscape	\$206,487.34
• Mariposa Landscapes, Inc.	\$207,966.25
• David Ollis Landscape	\$237,159.00
• Evolution Landscaping and Plumbing	\$244,712.25
• American Landscape	\$245,784.38
• Estimate of Construction Costs	\$190,203.00

Bid Analysis and Recommended Award

Bid Analysis

- Bid reviewed for compliance with the Bid Documents
- Qualified to perform the work
- References contacts
- FS Contractors, Inc. submitted the lowest, responsive, responsible bid (award recommended)
- Funding from the Building Reserve Fund for construction and inspection support for the project

Recommendation

- Authorize the GM to award a contract for public works construction to the lowest responsive, responsible bidder, FS Contractors, Inc., for the Irrigation Replacement and Landscape Refresh Project, in an amount not to exceed \$189,734.75; and
- Approve \$240,000 from the Building Reserve Fund for construction and inspection support for the Project.

Questions?

Thank You

David Ruhl
Santa Ana Watershed Project Authority
Office (951) 354-4220
druhl@sawpa.gov
sawpa.gov



COMMISSION MEMORANDUM NO. 2024.9

DATE: February 20, 2024

TO: SAWPA Commission

SUBJECT: Santa Ana River Watershed Weather Modification Pilot Program Update

PREPARED BY: Rachel Gray, Water Resources and Planning Manager

RECOMMENDATION

Receive and file.

DISCUSSION

On July 19, 2022, the SAWPA Commission authorized an award of contract with North American Weather Consultants Inc. to conduct the SAWPA Santa Ana River Watershed Weather Modification Pilot operations. Subsequently, the SAWPA Commission authorized an award to the Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute (DRI) for the independent validation of the Santa Ana River Watershed Weather Modification Pilot Project.

The pilot project is a four-year project spanning the four winter seasons starting in 2023 and running between November 15 and April 15 for each season. The operations are based on past work described in the SAWPA feasibility study published in 2020, updated seeding site analysis, and reflects requirements from CEQA, and comments from SAWPA member agency staff and other stakeholders. The focus of the pilot will be on seeding the four target areas identified in the feasibility study surrounding the watershed with an emphasis on increasing snow precipitation.

Since the start of the project in August 2022, site access agreements have been secured with eleven (11) project sponsors to locate the fifteen (15) ground-based cloud seeding units. Preliminary and final biological surveys were conducted in July and October 2023, respectively, site improvements, equipment installation, and operator training occurred in October 2023. Concurrently, an Operations Plan documenting project communication, operational criteria for cloud seeding, and suspension criteria for the program was developed. A SAWPA Communications Plan documenting communication with SAWPA Member Agencies, local funding partners, stakeholders, and the public, was prepared and includes outreach and communication materials. The pilot project began on November 15, 2023.

SAWPA is also coordinating the pilot project planning with Desert Research Institute (DRI) on the validation competent of the pilot. DRI will be conducting an independent review of the cloud seeding pilot operations and validating the increases in precipitation and stream flows.

CRITICAL SUCCESS FACTORS

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

RESOURCE IMPACTS

In April 2023, SAWPA was notified by the Department of Water Resources (DWR) that the SAWPA Santa Ana River Weather Modification Pilot Program will receive a grant valued at \$861,400 under the Proposition 1 Round 2 funding program. Local funding has been secured totaling \$94,000. Project operations and validation study costs are budgeted and reflected in the FYE 23-24, FYE 24-25, FYE 25-26 and FYE 26-27 SAWPA Budgets.

Attachments:

1. PowerPoint Presentation



Santa Ana River Weather Modification Pilot Program Status Update

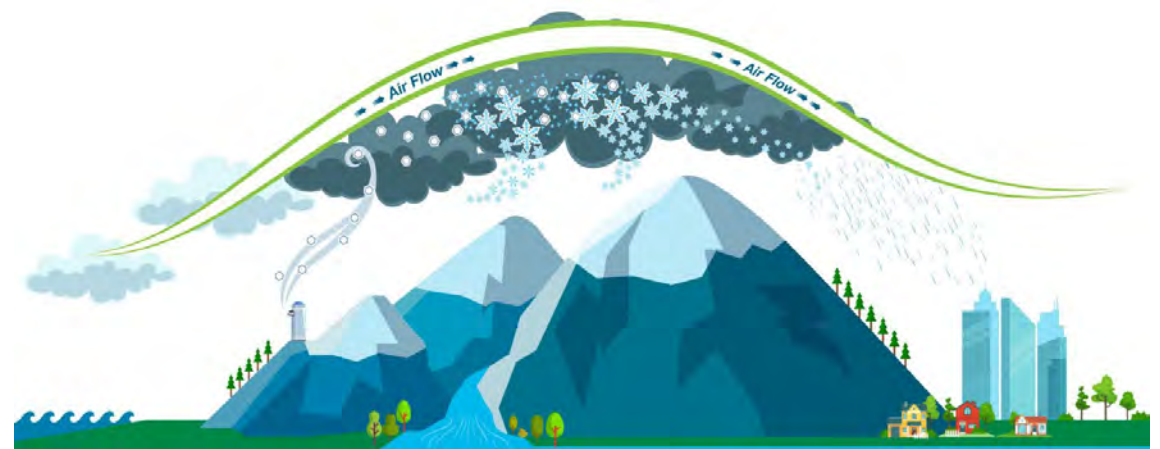
Item No. 6.B

Rachel Gray

Water Resources and Planning Manager

Presentation Overview

- Background Information
 - Pilot Program Overview
 - Funding
- Operations
 - Summary of Cloud Seeding Operations
 - Notifications
 - Summary of Past Storms
- Validation
- Communications Plan
- Program Schedule



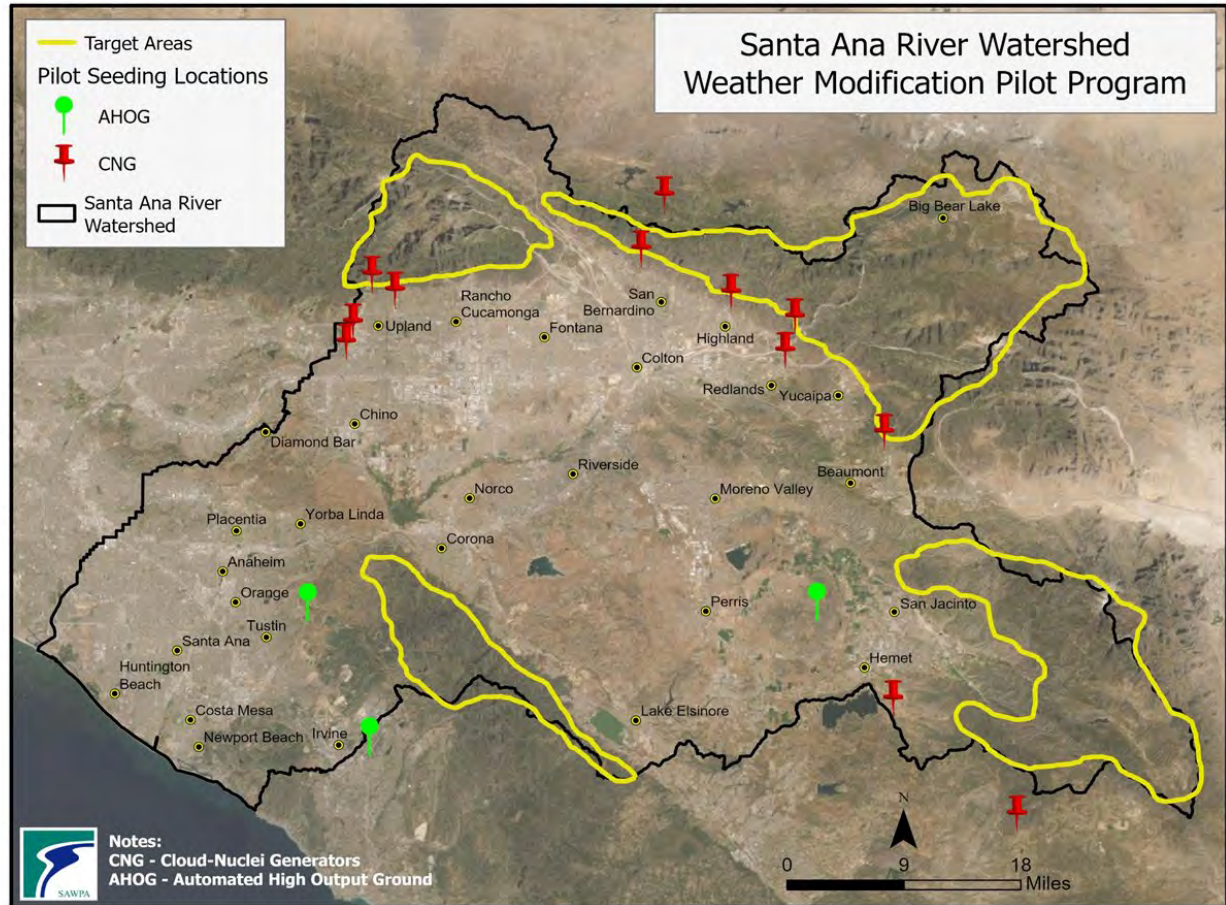
Pilot Project Overview

- Pilot Program

- 4-year study
- 4 Target Areas (NW, NE, SW, SE)
- Use of ground-seeding units (15)
- Use of Validation Study to assess increases in precipitation
- Communications Plan

- Pilot Program Operator

- North American Weather Consultants (NAWC)



P:\projects\Mark_Norton\WeatherMod_21\WeatherMod2.aprx LoPilotProgram SW-3105

Funding

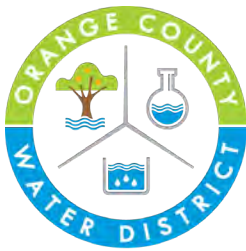
SAWPA Member Agencies	Big Bear City Community Services District	Big Bear Lake Department of Water & Power
Chino Basin Water Conservation District	City of Corona Utilities Department	City of Santa Ana Municipal Utility Services
Lake Elsinore and San Jacinto Watersheds Authority	San Antonio Water Company	San Gorgonio Pass Water Agency



LAKE ELSINORE & SAN JACINTO
WATERSHEDS AUTHORITY



CHINO BASIN
Water
Conservation
District



SINCE 1933



Powered by water. Driven by service.



A REGIONAL WATER AGENCY
SINCE 1954



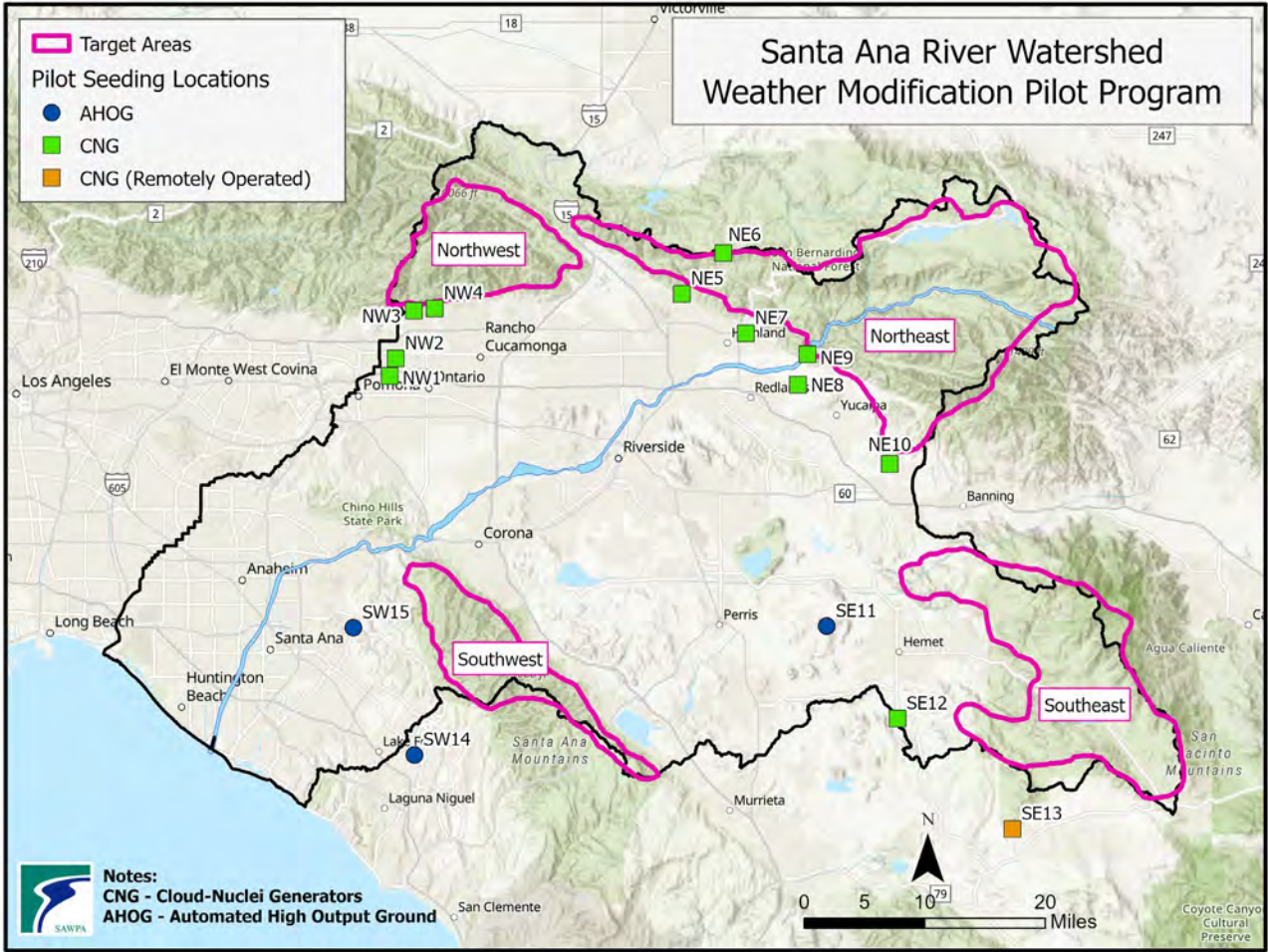
Pilot Funding

Source	Amount
Prop 1 Round 2 Grant (DWR)	\$861,400
SAWPA (IEUA, WMWD, EMWD, SBVMWD, OCWD)	\$691,000
Local Funding Partners: <ul style="list-style-type: none">• Big Bear City Community Services District• Big Bear Lake Department of Water & Power• Chino Basin Water Conservation District• City of Corona Utilities Department• City of Santa Ana Municipal Utility Services• Lake Elsinore and San Jacinto Watersheds Authority• San Antonio Water Company• San Geronio Pass Water Agency	\$94,000
Total (4 years)	\$1,646,400

Operations

Site (15)	Sponsors (11)
Northwest	
NW1	Chino Basin Water Conservation District
NW2	
NW3	San Antonio Water Company
NW4	
Northeast	
NE5	City of San Bernardino MWD
NE6	Private Landowner
NE7	San Bernardino Valley MWD
NE8	San Bernardino Valley Water Conservation District
NE9	
NE10	San Gorgonio Pass Water Agency
Southeast	
SE11	Eastern Municipal Water District
SE12	
SE13	Private Landowner
Southwest	
SW14	El Toro Water District
SW15	East Orange County Water District

Cloud Seeding Ground-Based Unit Locations



Example Sites



SW14: ETWD



NE10: SGPWA



NW2: CBWCD

Summary of Incident Reports

Site	Agency	Contact	Date of Incidence	Time of Incidence	Summary and Action
NE5	City of San Bernardino Municipal Water Department	Jose Machuca	December 21, 2023	1830	SBMWD staff (Jason Rodriguez) was performing a site inspection when he encountered the fire department at the entrance of the facility. The Fire Department was called by a resident who thought there was a fire at SBMWD facility. SBMWD staff informed the Fire Department about the Pilot Program. SAWPA spoke with the Captain and notified Fire Department of Pilot Program on January 5, 2024.
NE10	San Gorgonio Pass Water Agency	Matt Howard	December 22, 2023	1715	Resident → Fire Department → Matt Howard → NAWC → SAWPA. SAWPA notified Fire Department of Pilot Program on December 20, 2023.
NW1	Chino Basin Water Conservation District	Dave Schroeder	December 29, 2023	1710	Resident → Fire Department → Dave Schroeder → NAWC → SAWPA. Dave Schroeder explained the Pilot Program to fire department. SAWPA notified Fire Department of Pilot Program on January 4, 2024.

Key Timeline

Task	Completion Date or Time Period
Seasonal Program Start	November 15, 2023
Notifications to Fire Department	December 2023 – January 2024
Seasonal Program Operational Period	November 15, 2023 – April 15, 2024
Seasonal Program End	April 15, 2024
Seasonal Equipment Collection Deadline	May 30, 2024
Draft Seasonal Report Delivered	June 1, 2024

Summary of Cloud Seeding Operations

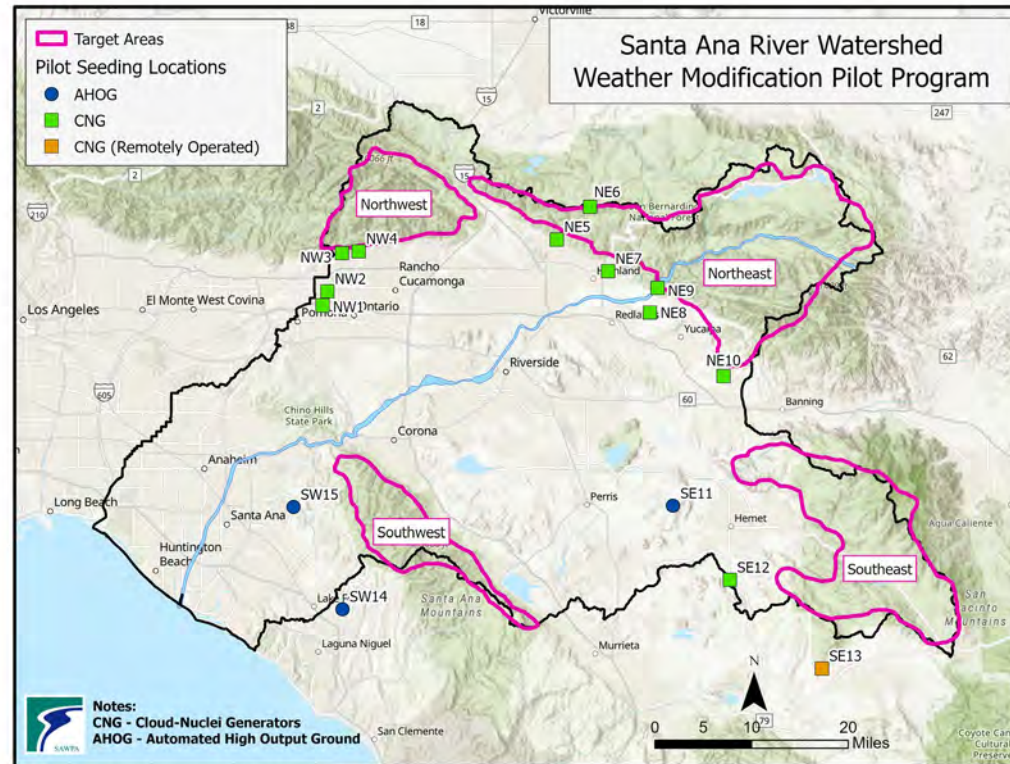
CNG Units	Sponsor	Nov 17-18, 2023	Dec 21-22, 2023	Dec 29-30, 2023	Jan 3, 2024	Jan 20-21, 2024	Jan 21-22, 2024	Feb 1, 2024
NW1	CBWCD			23.00	6.50			10.00
NW2	CBWCD			23.00	7.00			9.00
NW3	SAWCO	11.25	22.00	21.00	5.75			23.50
NW4	SAWCO	13.25	20.75	22.00				23.00
NE5	City of SB Municipal WD		26.50	21.25	8.75	17.25	24.50	
NE6	Private		21.50	9.00	12.25	17.00	14.25	11.75
NE7	SBVMWD		22.75	21.00	9.00	17.00		
NE8	SBVWCD		22.25	18.75	9.75	18.50	23.25	7.75
NE9	SBVWCD		23.00	18.75	9.50	18.25	23.25	8.00
NE10	SGPWA		24.25	21.25	9.25	17.75	24.75	11.50
SE12 (Remote)	EMWD		8.75	5.50	9.75			14.00
SE13	Private		19.00	6.50	8.00	15.25	24.50	12.25
Total Running Hours		24.5	210.75	211	95.5	121	134.5	130.75

AHOGS Units	Sponsor	Nov 17-18, 2023	Dec 21-22, 2023	Dec 29-30, 2023	Jan 3, 2024	Jan 20-21, 2024	Jan 21-22, 2024	Feb 1, 2024
SE11	EMWD	-	5 flares		2 flares		4 flares	1 flare
SW14	ETWD	-	1 flare	3 flares		1 flare	3 flares	59
SW15	EOCWD	-						

Rainfall for February 2-9 Storms (Not Seeded)

NW Target (rainfall-inch)		
	Feb 2-9	Total
Middle Fk Lytle Ck	15.48	15.48
Lytle Crk RAWS	14.64	14.64
Deer Creek Dam	12.40	12.40
San Sevaine	9.45	9.45
Wrightwood FS	7.39	7.39
Wrightwood	5.66	5.66
Mormon Rock RAWS	6.75	6.75
Upper Day Cyn	5.31	5.31
Mt Baldy	2.96	2.96
	Average	8.89

SW Target (rainfall-inch)		
	Feb 2-9	Total
Santiago Pk 5638	11.81	11.81
Horsethief/Rice Cyn	10.79	10.79
Leach/Dickey Cyn	10.11	10.11
Upper Harding Cyn	8.86	8.86
Holy Jim Cyn	8.03	8.03
McVicker Cyn	8.03	8.03
Indian Cyn	7.88	7.88
Coldwater Cyn	7.52	7.52
El Cariso	6.97	6.97
El Cariso RAWS	6.63	6.63
Santa Rosa Plateau	6.17	6.17
Modjeska Cyn	5.94	5.94
Santiago Creek	5.67	5.67
Fremont Cyn RAWS	5.38	5.38
Silverado Motorway	3.85	3.85
Santiago Pk 5660	3.55	3.55
Upper Silverado Cyn	2.17	2.17
	Average	7.02



NE Target (rainfall-inch)		
	Feb 2-9	Total
Beaumont 4NNE	4.58	4.58
Oak Creek Cyn	7.79	7.79
Oak Glen WS	7.28	7.28
Cable Cyn	6.18	6.18
Bernina Drive	12.00	12.00
Panorama Pt	11.88	11.88
Manzanita Flats	8.93	8.93
Cedar Glen	8.11	8.11
Crest Park	7.68	7.68
Deep Creek	7.56	7.56
Running Springs FS	6.67	6.67
Heaps Peak RAWS	5.98	5.98
Wildwood Cyn	5.59	5.59
Fawnskin	4.45	4.45
Big Bear Lake	4.06	4.06
Fawnskin RAWS	3.97	3.97
Heart Bar	3.22	3.22
Converse RAWS	2.47	2.47
	Average	6.58

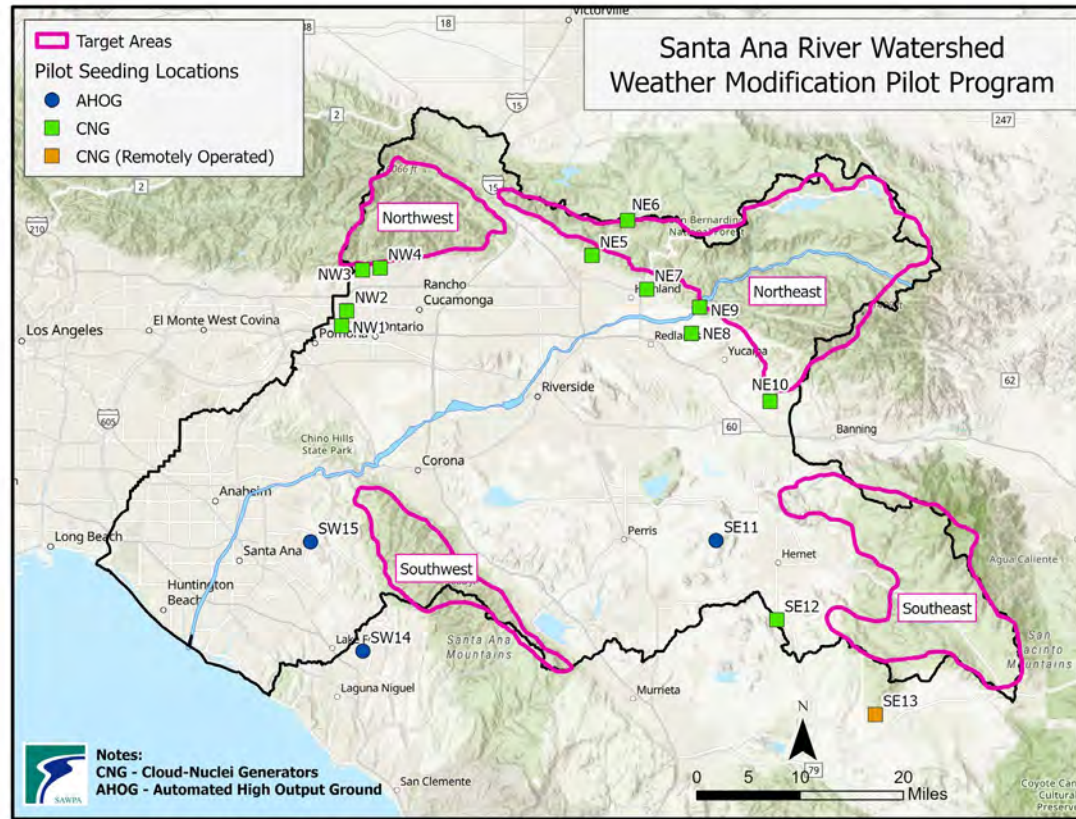
SE Target (rainfall-inch)		
	Feb 2-9	Total
Upper Tahquitz Crk	3.50	3.5
Thomas Mtn	4.07	4.07
Vista Grande RAWS	5.02	5.02
Poppet Flat RAWS	5.00	5
Allandale	3.50	3.5
Pine Cove Dutch Flat	3.31	3.31
Vista Grande	4.37	4.37
Keenwild RAWS	4.29	4.29
Anza RAWS	1.51	1.51
Pine Cove Rocky Pt	1.66	1.66
Snow Crk 7N Idyll	5.15	5.15
	Average	3.76

Snowfall for February 2-9

Storms (Not Seeded)

NW Target: Feb 2-9 (snow-inch)

Mt Baldy Notch	56
Mountain High	52
Mt Baldy Parking Lot	35
Wrightwood	20
Average	41



NE Target: Feb 2-9 (snow-inch)

Snow Valley	97
Bear Mtn Summit	74
Green Valley Lake	64
Barton Flats	46
Arrowbear Lake	37
Running Springs	37
Forest Falls	36
Lake Arrowhead	34
Big Bear City Yard	30
Big Bear Moonridge	24
Angelus Oaks	20
Oak Glen	18
Average	43

SE Target: Feb 2-9 (snow-inch)

Mt San Jacinto LV	24
Pine Cove	19
Average	22

Suspension Criteria

Flood

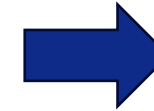
- Warm storm rain on snow
- Freezing level is >8,000 feet
- Quantitative precipitation forecast is > 3 inches in 24 hours

Burn Scars

- Threat of debris flow
- Coordinate with flood control districts

Severe Weather

- Winter storm warnings
- Flash flood warnings
- Severe thunderstorm warnings
- Sustained winds more than 30 mph at the sites



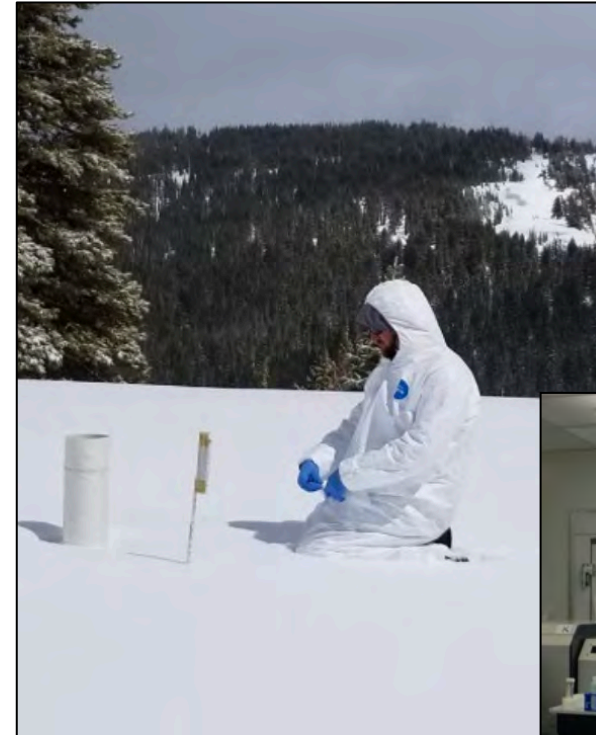
Real-Time Considerations:

1. Input from FCDs on potential for flooding and mud slides/debris flows.
2. Consecutive Storms
3. Input from WWTPs

Validation

Cloud Seeding Independent Validation

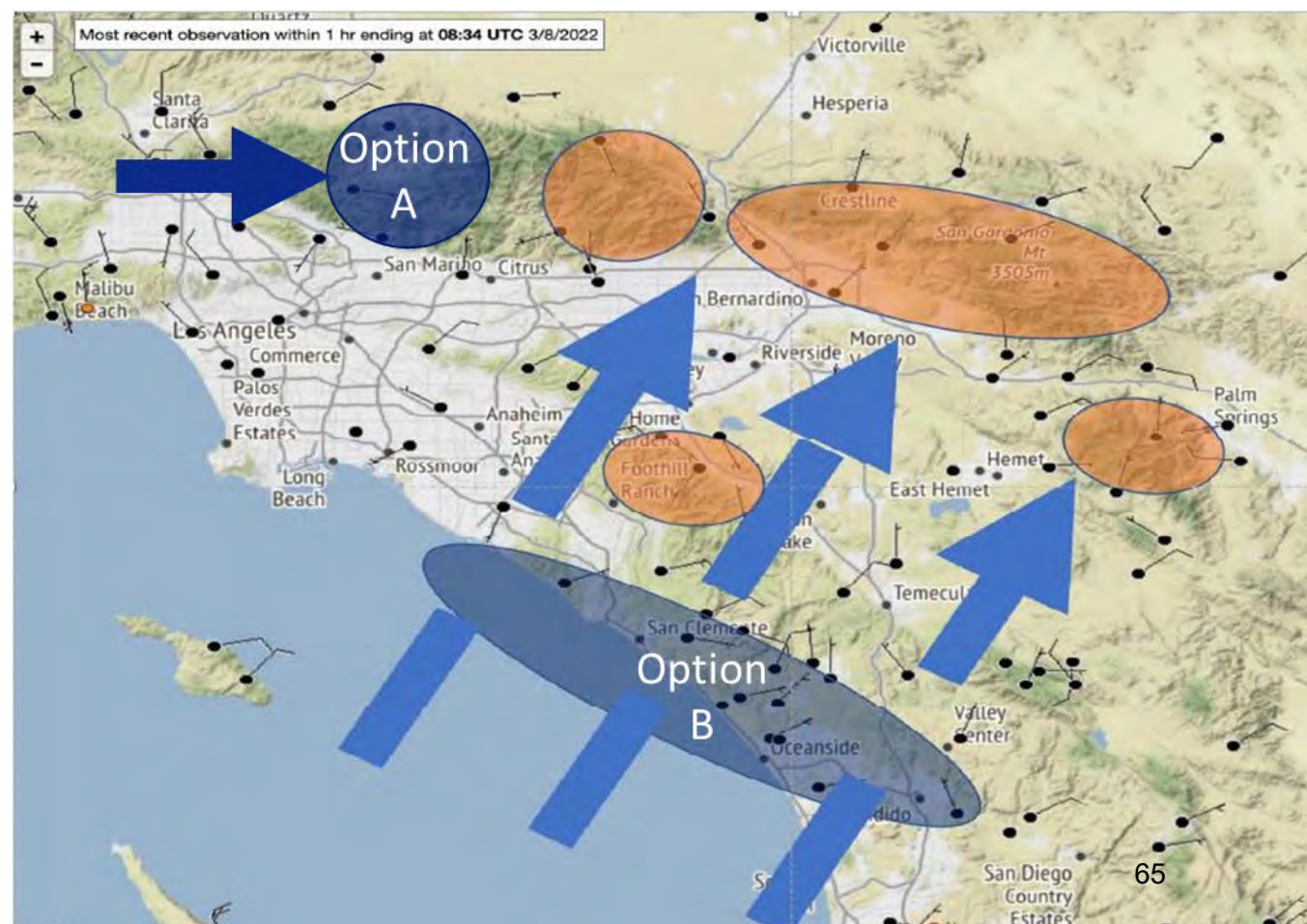
- Validation Consultant
 - Desert Research Institute (Reno, NV)
- Purpose
 - Verify deposition of silver iodide
 - Verify increases in precipitation and stream flows
 - Evaluate increases by target areas in watershed
 - Review of operations
 - Review of suspension criteria



Validation Study Approach (4-Year Study)

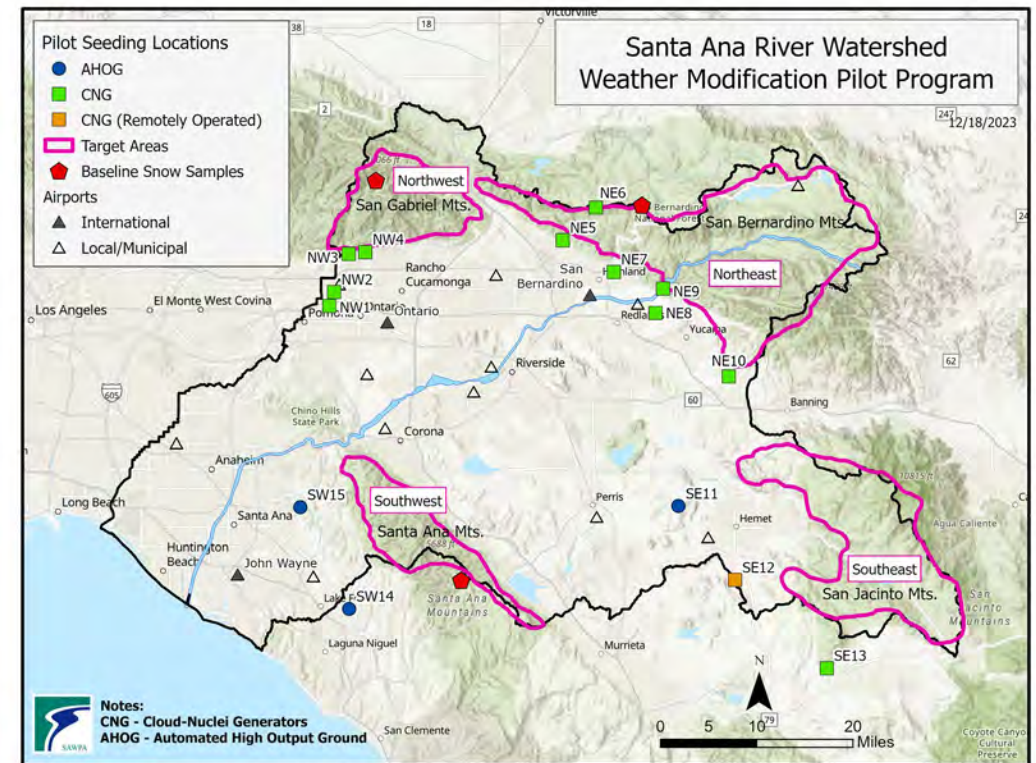
Control Area Options:

- Verify deposition
 - Measure elemental **silver** in snow before and after cloud seeding
- Verify increases in precipitation
 - Compare “Target Areas” to “Control Areas”
 - Two options: A and B



DRI Tasks

- Collected Baseline Snow Samples
- DRI coordinating with NAWC for collection of seeded snow samples
- Snow-Water Equivalent:
 - Assessing precipitation as rainfall and snowfall
- Target/Control Statistical Analysis:
 - Identify rain stations
 - Identify snow data
- Runoff: assessing locations of stream gauges





Communications

Summary of Communications

SAWPA staff has boosted outreach efforts to raise awareness of the Pilot Program. Activities include:

- Installation of Pilot Program signs at six site unit locations.
- SAWPA's Pilot Program's webpage has been updated with a contact section for inquiries, presentation requests, and mailing list subscriptions.
- Staff distributed a press release in early January following the initial cloud seeding events
- Established email address (weathermodification@sawpa.gov) for public questions.
 - To date, 22 responses answered and documented.
- Developed a cloud seeding event chart, accessible on SAWPA's website, which is updated after seeding events.
- Staff is planning a site unit tour in April for funding partner Big Bear Lake Department of Water and Power.

Month/Year	Start	End	Target Area(s)
December 2023	12/21/2023	12/22/2023	NW, NE, SW, and SE
	12/29/2023	12/30/2023	NW, NE, SW, and SE
January 2024	1/3/2024	1/3/2024	NW, NE, SE
	1/20/2024	1/21/2024	NE, SE, SW
	1/21/2024	1/22/2024	NE, SE, SW
February 2024	2/1/2024	2/1/2024	NW, NE, SE


*Last updated: February 5, 2024

Cloud Seeding Event Chart

Pilot Program Site Signage



Custom Door Hangers




WEATHER MODIFICATION PILOT PROGRAM IN YOUR NEIGHBORHOOD

Cloud seeding taking place 11/2023 to 11/2027

What is the Weather Modification Pilot Program?
In 2020, the Santa Ana River Watershed Project Authority (SAWPA) conducted a study on the economic and technical feasibility of implementing a weather modification program, also known as cloud seeding, to increase water supply in the region. Based on the results of the study, SAWPA will now conduct a 4-year Weather Modification Pilot Program to gather data to validate the program and determine the long-term feasibility for implementation in the Santa Ana River Watershed.

Why Cloud Seeding
Cloud seeding is a type of weather modification used to increase the amount of the precipitation, including snow or rain, during the storm season. This process works through releasing particles of silver iodide into clouds when storms occur, which increases the chances of droplet condensation by 5-15 percent.

What to Expect
If you just received this door hanger you should expect to see temporary smoke and hear occasional humming noise throughout the duration of the Pilot Program - but only during storm events. While smoke can be expected to be visible coming from the ground-based seeding units, this does not pose as a fire hazard. **Cloud seeding is safe and has been studied for decades.**



SANTA ANA WATERSHED PROJECT AUTHORITY



WEATHER MODIFICATION PILOT PROGRAM IN YOUR NEIGHBORHOOD

How Cloud Seeding Works
Storms come into the watershed region bringing in moist air over the mountains, which cool and forms clouds composed of supercooled water droplets. Silver iodide particles mixed with acetone are vaporized and released into the atmosphere using ground based seeding systems. Silver iodide particles rise into cold, high-altitude air; moisture in the air condenses to form ice crystals on the particles. As the ice crystals form and grow in the clouds, they become large enough to fall to the ground as ice, snow, or rain.



On-Site Work
Work is being performed by SAWPA's contractor. An operations work truck may be occasionally present in your neighborhood throughout the duration of the Pilot Program.

Learn More
Scan the QR code below or visit [sawpa.org](https://www.sawpa.org) for additional information.



If you have any questions about the Weather Modification Pilot Program, please call (951) 840-0230 or email weathermodification@sawpa.org

Pilot Program Contact Section

For more information or to request a presentation, please submit the form below:

Online Contact

First Name: Last Name:

Email: Company/Organization:

Message:

Please Use Check One Below if you would like to sign up for SAWPA's Weather Modification Working List.

Weather Modification Working List: ☐

SANTA ANA WATERSHED PROJECT AUTHORITY [Join our Working List](#)

Media Contact
Melissa Bustamante
mbustamante@sawpa.org
(951) 840-0230

FOR IMMEDIATE RELEASE
January 9, 2024

Santa Ana Watershed Project Authority Begins First Year of Cloud Seeding Pilot Program to Increase Local Water Supply

Riverside, CA – The Santa Ana Watershed Project Authority (SAWPA) conducted the first cloud seeding event of the Santa Ana River Watershed Weather Modification Pilot Program during recent storms in late December and early January. The Pilot Program, launched in November 2023, is intended to evaluate the effectiveness of enhancing local water supplies through cloud seeding in the region. If shown to be effective, cloud seeding can enhance the watershed resilience of the Santa Ana River Watershed by increasing snow and rainfall from storms by 5-15 percent in targeted areas.

The Santa Ana River Watershed, spanning portions of Riverside, San Bernardino, and Orange Counties, plays a vital role in supporting diverse ecosystems, providing water resources, and offering recreational opportunities to millions of residents. Recognizing the importance of enhancing and preserving this valuable natural resource, SAWPA initiated the Pilot Program to provide an additional source of water supply to adapt to the impacts of climate change risks and help sustain the health of the watershed.

SAWPA collaborated closely with local water agencies, government agencies, and community stakeholders on planning and implementing the 4-year Pilot Program targeting areas across the watershed. The cloud seeding program involves the release of silver iodide particles from ground-based units during storm events to increase ice and snow formation in clouds resulting in additional precipitation. Cloud seeding was performed during three storms during the last week of December and first week of January.

Over a 4-year period, cloud seeding will be validated as a tool in advancing water supply reliability for the region by enhancing our local supplies. The additional water produced through cloud seeding would support rural habitat and be captured by existing downstream infrastructure that is critical to recharging local groundwater aquifers used for water supply.

"These initial cloud seeding events represent a milestone for the Santa Ana River Watershed Weather Modification Pilot Program," said Jeff Mosher, General Manager for SAWPA. "The program underscores the commitment of SAWPA to evaluate new local water supplies. If proven viable through this pilot study, cloud seeding could help support a more sustainable future for the environment and communities in the Santa Ana River Watershed."

The Pilot Program is a 4-year evaluation and validation effort that will allow SAWPA to investigate the increase in water supply from cloud seeding and the potential benefits for the region. SAWPA will monitor and evaluate the program's implementation, ensuring that the efforts align with the project's objectives and the needs of the region.

Press Release



Pilot Program Schedule

Pilot Program Schedule

	2023				2024					
Task	Mar	Apr-Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Project Operations & Demobilization										
Project Validation										
Review NAWC Operations										
Snow Chemistry										
Baseline Snow Samples										
Seeded Snow Samples										
Lab Analysis and Report										
Snow Water Equivalent										
Target-Control Evaluation										
Stream Flow Analysis										
Surface Water Modeling Contract Award										

Questions

Santa Ana Watershed Project Authority
Cash Transaction Report
Month of December 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	\$ 1,351,750.78
Net Investment Transfers	1,760,490.60
Cash Disbursements	<u>(2,621,457.48)</u>
Net Change for Month	\$ 490,783.90
Balance at Beginning of Month	<u>882,851.20</u>
Balance at End of Month per General Ledger	<u>\$ 1,373,635.10</u>
Collected Balance per Bank Statement	<u><u>\$ 1,373,730.10</u></u>

ACCOUNTS PAYABLE RECONCILIATION

Accounts Payable Balance @ 11/30/2023	\$ 7,641,562.94
Invoices Received for December 2023	1,354,997.57
Invoices Paid by check/wire during December 2023 (see attached register)	<u>(2,175,547.69)</u>
Accounts Payable Balance @ 12/31/2023	<u><u>\$ 6,821,012.82</u></u>

CASH RECEIPTS

Brine Line Operating Revenues	\$ 1,315,178.16
Participant Fees	15,476.00
LESJWA Admin Reimbursement	13,493.24
WECAN Grant Proceeds	7,557.10
Other	<u>46.28</u>
Total Receipts and Deposits	\$ 1,351,750.78

INVESTMENT TRANSFERS

Transfer of Funds:	
From (to) US Bank	\$ -
From (to) LAIF	1,700,000.00
From (to) Legal Defense Fund	-
From (to) LESJWA	-
From (to) Investments	<u>60,490.60</u>
Total Investment Transfers	\$ 1,760,490.60

CASH DISBURSEMENTS

By Check or ACH:	
Payroll	\$ -
Operations	<u>2,175,547.69</u>
Total Checks Drawn	\$ 2,175,547.69
By Cash Transfer:	
Payroll	\$ 311,598.36
Payroll Taxes	<u>134,311.43</u>
Total Cash Transfers	\$ 445,909.79
Total Cash Disbursements	<u><u>\$ 2,621,457.48</u></u>

-

Santa Ana Watershed Project Authority
Check Detail
Dec-23

Category	Check #	Check Date	Type	Vendor	Check Amount
Accrued Volumetric Costs	EFT05685	12/7/2023	CHK	Orange County Sanitation District	\$ 786,023.28
Accrued Volumetric Costs Total					\$ 786,023.28
Asset	EFT05703	12/7/2023	CHK	BGB Design Group	\$ 515.00
Asset	EFT05733	12/21/2023	CHK	Gillis & Panichapan Architects	\$ 5,530.00
Asset Total					\$ 6,045.00
Benefits	5707	12/21/2023	CHK	Mutual Of Omaha	\$ 3,395.66
Benefits	EFT05694	12/7/2023	CHK	HealthEquity, Inc.	\$ 134.00
Benefits	EFT05718	12/21/2023	CHK	ACWA JPIA	\$ 52,559.89
Benefits	EFT05719	12/21/2023	CHK	Aflac	\$ 362.66
Benefits	P045945	12/14/2023	WDL	MissionSquare	\$ 447.26
Benefits	P045946	12/14/2023	WDL	MissionSquare	\$ 4,077.50
Benefits	P045947	12/14/2023	WDL	Public Employees' Retirement	\$ 22,038.54
Benefits	P045948	12/14/2023	WDL	CalPERS Supplemental Income	\$ 4,784.69
Benefits	WDL000006332	12/1/2023	WDL	WageWorks	\$ 5.00
Benefits	WDL000006333	12/4/2023	WDL	WageWorks	\$ 138.29
Benefits	WDL000006341	12/7/2023	WDL	WageWorks	\$ 192.31
Benefits	WDL000006351	12/13/2023	WDL	WageWorks	\$ 15.00
Benefits	WDL000006362	12/19/2023	WDL	WageWorks	\$ 15.00
Benefits	WDL000006363	12/19/2023	WDL	WageWorks	\$ 866.80
Benefits	WDL000006374	12/21/2023	WDL	WageWorks	\$ 192.31
Benefits	WDL000006375	12/26/2023	WDL	WageWorks	\$ 390.31
Benefits	WDL000006377	12/27/2023	WDL	WageWorks	\$ 79.40
Benefits	WDL000006379	12/28/2023	WDL	WageWorks	\$ 35.00
Benefits	WDL000006380	12/29/2023	WDL	WageWorks	\$ 94.00
Benefits Total					\$ 89,823.62
Building Lease	5708	12/21/2023	CHK	Wilson Property Services, Inc	\$ 2,448.00
Building Lease	5709	12/21/2023	CHK	Wilson Property Services, Inc	\$ 2,232.34
Building Lease	5710	12/21/2023	CHK	Wilson Property Services, Inc	\$ 2,618.88
Building Lease Total					\$ 7,299.22
Cloud Storage	EFT05727	12/21/2023	CHK	VC3, Inc.	\$ 2,413.07
Cloud Storage Total					\$ 2,413.07
Construction	EFT05707	12/7/2023	CHK	Genesis Construction	\$ 52,250.00
Construction	EFT05728	12/21/2023	CHK	Dudek	\$ 13,605.73
Construction Total					\$ 65,855.73
Consulting	EFT05691	12/7/2023	CHK	Integrated Systems Solutions	\$ 2,439.50
Consulting	EFT05701	12/7/2023	CHK	North American Weather Consultants	\$ 36,272.20
Consulting	EFT05702	12/7/2023	CHK	Kahn Soares & Conway	\$ 4,917.41
Consulting	EFT05710	12/14/2023	CHK	Nicolay Consulting Group	\$ 4,500.00
Consulting	EFT05711	12/14/2023	CHK	Woodard & Curran Inc.	\$ 7,898.75
Consulting	EFT05716	12/14/2023	CHK	West Yost & Associates, Inc.	\$ 9,328.25
Consulting	EFT05722	12/21/2023	CHK	West Coast Advisors	\$ 9,750.00
Consulting	EFT05726	12/21/2023	CHK	RoadSafe Traffic Systems, Inc	\$ 25,500.00
Consulting	EFT05727	12/21/2023	CHK	VC3, Inc.	\$ 3,170.60
Consulting	EFT05729	12/21/2023	CHK	Woodard & Curran Inc.	\$ 2,747.50
Consulting Total					\$ 106,524.21
Credit Cards	P045990	12/11/2023	WDL	US Bank	\$ 15,340.70
Credit Cards Total					\$ 15,340.70
Debt Service	5702	12/14/2023	CHK	State Water Resources Control Board	\$ 1,044,273.23
Debt Service Total					\$ 1,044,273.23
Director Costs	EFT05721	12/21/2023	CHK	Western Municipal Water District	\$ 1,089.21
Director Costs	EFT05730	12/21/2023	CHK	Jasmin Hall	\$ 34.06
Director Costs	EFT05731	12/21/2023	CHK	Bruce Whitaker	\$ 39.30
Director Costs	EFT05732	12/21/2023	CHK	T. Milford Harrison	\$ 28.82
Director Costs	EFT05735	12/21/2023	CHK	Gilbert Botello	\$ 26.86
Director Costs Total					\$ 1,218.25
Employee Reimbursement	EFT05684	12/7/2023	CHK	Richard Whetsel	\$ 257.24
Employee Reimbursement	EFT05693	12/7/2023	CHK	Zyanya Ramirez	\$ 62.23
Employee Reimbursement	EFT05695	12/7/2023	CHK	Lucas Gilbert	\$ 24.50
Employee Reimbursement	EFT05696	12/7/2023	CHK	Alison L Lewis	\$ 2,275.00
Employee Reimbursement	EFT05699	12/7/2023	CHK	Bonnie Gallagher	\$ 570.00
Employee Reimbursement	EFT05704	12/7/2023	CHK	Alfredo Vasquez	\$ 221.00
Employee Reimbursement	EFT05714	12/14/2023	CHK	Haley Mullay	\$ 12.97

Santa Ana Watershed Project Authority
Check Detail
Dec-23

Category	Check #	Check Date	Type	Vendor	Check Amount
Employee Reimbursement	EFT05737	12/21/2023	CHK	Natalia Gonzalez	\$ 1.97
Employee Reimbursement Total					\$ 3,424.91
Equipment Rented	EFT05687	12/7/2023	CHK	Konica Minolta - Rental	\$ 678.07
Equipment Rented	EFT05708	12/14/2023	CHK	Pitney Bowes Global Financial	\$ 345.60
Equipment Rented Total					\$ 1,023.67
Facility Repair & Maintenance	EFT05692	12/7/2023	CHK	TNT Elevator Inc	\$ 560.00
Facility Repair & Maintenance	EFT05706	12/7/2023	CHK	Pacific Shore Pest Control	\$ 135.00
Facility Repair & Maintenance	EFT05712	12/14/2023	CHK	Riverside Cleaning Systems	\$ 1,700.00
Facility Repair & Maintenance	EFT05725	12/21/2023	CHK	Innerline Engineering	\$ 7,840.00
Facility Repair & Maintenance Total					\$ 10,235.00
HVAC Scheduled Maintenance	EFT05698	12/7/2023	CHK	HASCO Heating Airconditioning	\$ 1,414.11
HVAC Scheduled Maintenance Total					\$ 1,414.11
Insurance Expense	EFT05713	12/14/2023	CHK	Zenith Insurance Company	\$ 3,060.00
Insurance Expense Total					\$ 3,060.00
Lab Costs	EFT05690	12/7/2023	CHK	E. S. Babcock & Sons, Inc.	\$ 4,796.92
Lab Costs	EFT05709	12/14/2023	CHK	E. S. Babcock & Sons, Inc.	\$ 1,432.00
Lab Costs	EFT05723	12/21/2023	CHK	E. S. Babcock & Sons, Inc.	\$ 1,552.00
Lab Costs Total					\$ 7,780.92
Landscape Maintenance	EFT05724	12/21/2023	CHK	Green Meadows Landscape	\$ 801.00
Landscape Maintenance Total					\$ 801.00
Legal Fees	EFT05700	12/7/2023	CHK	Lagerlof, LLP	\$ 1,273.00
Legal Fees	EFT05715	12/14/2023	CHK	Lagerlof, LLP	\$ 2,294.00
Legal Fees	EFT05717	12/14/2023	CHK	Epps & Coulson, LLP	\$ 1,404.00
Legal Fees Total					\$ 4,971.00
Office Expense	5698	12/7/2023	CHK	Staples Business Credit	\$ 365.08
Office Expense	5700	12/7/2023	CHK	Printing Connection, Inc.	\$ 41.99
Office Expense	EFT05683	12/7/2023	CHK	Aramark Refreshment Services	\$ 185.10
Office Expense	EFT05689	12/7/2023	CHK	Awards & Specialties	\$ 15.23
Office Expense	EFT05705	12/7/2023	CHK	Konica Minolta Business Solutions	\$ 183.53
Office Expense Total					\$ 790.93
Other Contract Services	EFT05685	12/7/2023	CHK	Orange County Sanitation District	\$ 3,510.06
Other Contract Services Total					\$ 3,510.06
Other Training & Education	EFT05736	12/21/2023	CHK	Nate Sassaman Enterprises	\$ 1,500.00
Other Training & Education Total					\$ 1,500.00
Payroll	WDL000006320	12/1/2023	WDL	Direct Deposit 12/01/2023	\$ 98,178.53
Payroll	WDL000006321	12/1/2023	WDL	PR Tax - Federal	\$ 32,926.45
Payroll	WDL000006322	12/1/2023	WDL	PR Tax - State	\$ 8,319.79
Payroll	WDL000006323	12/1/2023	WDL	PR Tax - State AZ	\$ 101.79
Payroll	WDL000006339	12/15/2023	WDL	Direct Deposit 12/15/2023	\$ 100,914.43
Payroll	WDL000006345	12/15/2023	WDL	PR Tax - Federal	\$ 33,662.73
Payroll	WDL000006346	12/15/2023	WDL	PR Tax - State	\$ 8,593.20
Payroll	WDL000006347	12/15/2023	WDL	PR Tax - State AZ	\$ 101.79
Payroll	WDL000006358	12/21/2023	WDL	Direct Deposit 12/21/2023	\$ 3,163.55
Payroll	WDL000006359	12/21/2023	WDL	PR Tax - Federal	\$ 839.57
Payroll	WDL000006360	12/21/2023	WDL	PR Tax - State	\$ 33.75
Payroll	WDL000006364	12/29/2023	WDL	Direct Deposit 12/29/2023	\$ 108,608.49
Payroll	WDL000006368	12/29/2023	WDL	Direct Deposit 12/29/2023	\$ 733.36
Payroll	WDL000006369	12/29/2023	WDL	PR Tax - Federal	\$ 39,456.05
Payroll	WDL000006370	12/29/2023	WDL	PR Tax - State	\$ 10,171.53
Payroll	WDL000006371	12/29/2023	WDL	PR Tax - State AZ	\$ 104.78
Payroll Total					\$ 445,909.79
Permit Fees	5703	12/14/2023	CHK	State Water Resources Control Board	\$ 3,746.00
Permit Fees Total					\$ 3,746.00
Safety	EFT05688	12/7/2023	CHK	Underground Service Alert	\$ 261.62
Safety Total					\$ 261.62
Security	5706	12/21/2023	CHK	SafeT Security	\$ 860.40
Security Total					\$ 860.40
Shipping/Postage	EFT05686	12/7/2023	CHK	General Logistics Systems US	\$ 77.54

Santa Ana Watershed Project Authority
Check Detail
Dec-23

Category	Check #	Check Date	Type	Vendor	Check Amount
Shipping/Postage	EFT05720	12/21/2023	CHK	General Logistics Systems US	\$ 27.08
Shipping/Postage Total					\$ 104.62
Software	EFT05697	12/7/2023	CHK	Adobe Systems Inc	\$ 240.98
Software	EFT05727	12/21/2023	CHK	VC3, Inc.	\$ 1,688.60
Software Total					\$ 1,929.58
Subscriptions	EFT05734	12/21/2023	CHK	Verizon Connect	\$ 104.70
Subscriptions Total					\$ 104.70
Utilities	5694	12/7/2023	CHK	Riverside Public Utilities	\$ 153.36
Utilities	5695	12/7/2023	CHK	AT&T	\$ 1,007.38
Utilities	5696	12/7/2023	CHK	AT&T	\$ 893.79
Utilities	5697	12/7/2023	CHK	AT&T	\$ 240.26
Utilities	5699	12/7/2023	CHK	Burrtec Waste Industries, Inc	\$ 211.50
Utilities	5701	12/14/2023	CHK	Riverside Public Utilities	\$ 1,650.63
Utilities	5704	12/14/2023	CHK	Charter Communications	\$ 87.97
Utilities	5705	12/21/2023	CHK	AT&T	\$ 967.97
Utilities Total					\$ 5,212.86
Grand Total					\$ 2,621,457.48
					Accounts Payable
					Checks \$ 2,126,835.58
					Wire Transfers \$ 48,712.11
					\$ 2,175,547.69
					Other \$ -
					Payroll \$ 445,909.79
					\$ 2,621,457.48
Total Disbursements for December 2023					

Santa Ana Watershed Project Authority
Consulting
Dec-23

Check #	Check Date	Task #	Task Description	Vendor Name	Total Contract	Check Amount	Remaining Contract Amount	Notes/Comments
EFT05691	12/7/2023	INSOL100-23	Great Plains and Jourmyx Support	Integrated Systems Solutions	\$ 8,000.00	\$ 129.50	\$ 1,229.00	
EFT05691	12/7/2023	INSOL100-24	Great Plains Update	Integrated Systems Solutions	\$ 4,620.00	\$ 2,310.00	\$ 2,310.00	
EFT05702	12/7/2023	KSC374-03	Basin Monitoring Program TF Regulatory Support	Kahn, Soares, & Conway	\$ 133,000.00	\$ 3,797.41	\$ 92,958.09	
EFT05702	12/7/2023	KSC384-03	MSAR Pathogen TMDL TF Regulatory Support	Kahn, Soares, & Conway	\$ 148,500.00	\$ 720.00	\$ 142,740.00	
EFT05702	12/7/2023	KSC392-03	Emerging Constituents Program TF Regulatory Support	Kahn, Soares, & Conway	\$ 48,000.00	\$ 400.00	\$ 43,840.00	
EFT05710	12/14/2023	NICO100-10	Actuarial Valuation for Adding Retiree Medical Benefits	Nicolay Consulting Group	\$ 4,500.00	\$ 4,500.00	\$ -	
EFT05701	12/7/2023	NAWC370-03	Santa Ana River Watershed Weather Modification and Pilot Operations	North American Weather Consultants	\$ 1,097,072.00	\$ 36,272.20	\$ 932,785.60	
EFT05726	12/21/2023	WO2024-30	Traffic Control for CalTrans	RoadSafe Traffic Systems	\$ 62,900.00	\$ 25,500.00	\$ 37,400.00	
EFT05727	12/21/2023	ACS100-26	IT Services	VC3, Inc.	\$ 288,000.00	\$ 3,170.60	\$ 204,294.74	
EFT05722	12/21/2023	WCA100-03-06	State Legislative Consulting Services	West Coast Advisors	\$ 117,000.00	\$ 9,750.00	\$ 107,250.00	
EFT05716	12/14/2023	WEST374-01	Workplan for Basin Monitoring Program TF Regulatory Support	West Yost & Associates	\$ 427,207.00	\$ 3,933.75	\$ 3.27	
EFT05716	12/14/2023	WEST374-02	Ambient Water Quality Pilot Study for Nitrogen and TDS	West Yost & Associates	\$ 339,960.00	\$ 5,394.50	\$ 66,650.05	
EFT05711	12/14/2023	RMC504-401-10	SARCCUP Program Mgmt Services	Woodard & Curran	\$ 60,906.00	\$ 2,082.50	\$ 39,046.00	
EFT05711	12/14/2023	W&C320-01	Reach IV and IV-B DIP Condition Assessment	Woodard & Curran	\$ 392,356.00	\$ 5,816.25	\$ 188,374.56	
EFT05729	12/21/2023	RMC504-401-10	SARCCUP Program Mgmt Services	Woodard & Curran	\$ 60,906.00	\$ 2,747.50	\$ 39,046.00	
					<u>\$ 106,524.21</u>			

COMMISSION MEMORANDUM NO. 2024.10

DATE: February 20, 2024
TO: SAWPA Commission
SUBJECT: Inter-Fund Borrowing – December 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 December 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	11/30/2023 Balance	Loan Receipts	New Charges	12/31/2023 Balance
135	Proposition 84 Admin R2	\$57,088.11	(\$0.00)	\$0.00	\$57,088.11
145	Proposition 84 Admin R4	687,832.91	(0.00)	24,038.17	711,871.08
150	Proposition 1 R1 – Admin	132,390.47	(0.00)	16,157.27	148,547.74
155	Proposition 1 R2 - Admin	10,130.44	(0.00)	475.77	10,606.21
397	WECAN - Riverside	8,609.03	(7,557.10)	2,389.23	3,441.16
398	DCI 2021 Drought Relief	9,858.15	(0.00)	844.99	10,703.14
477	LESJWA Administration	12,162.15	(13,493.24)	8,795.36	7,464.27
	Total Funds Borrowed	\$918,071.26	(\$21,050.34)	\$52,700.79	\$949,721.71
	General Fund Reserves Balance		\$2,807,300.96		
	Less Amount Borrowed		<u>949,721.71</u>		
	Balance of General Fund Reserves		\$1,857,579.25		

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

NEGATIVE CASH-FLOW FUNDS

Fund No.	Source of Funding	Billing Frequency	Projected Payment Time
135, 145,150, 155 – Proposition 1 & 84 Admin	DWR – Prop 1 & 84 Grant	Monthly/Quarterly	Up to 4 months
397 – WECAN - Riverside	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 Round I grant funds. Once the contract has been signed by DWR these funds will be billed quarterly and 10% will be withheld for retention.

Fund 155

This fund is for the administration of Proposition 1 Round II 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.

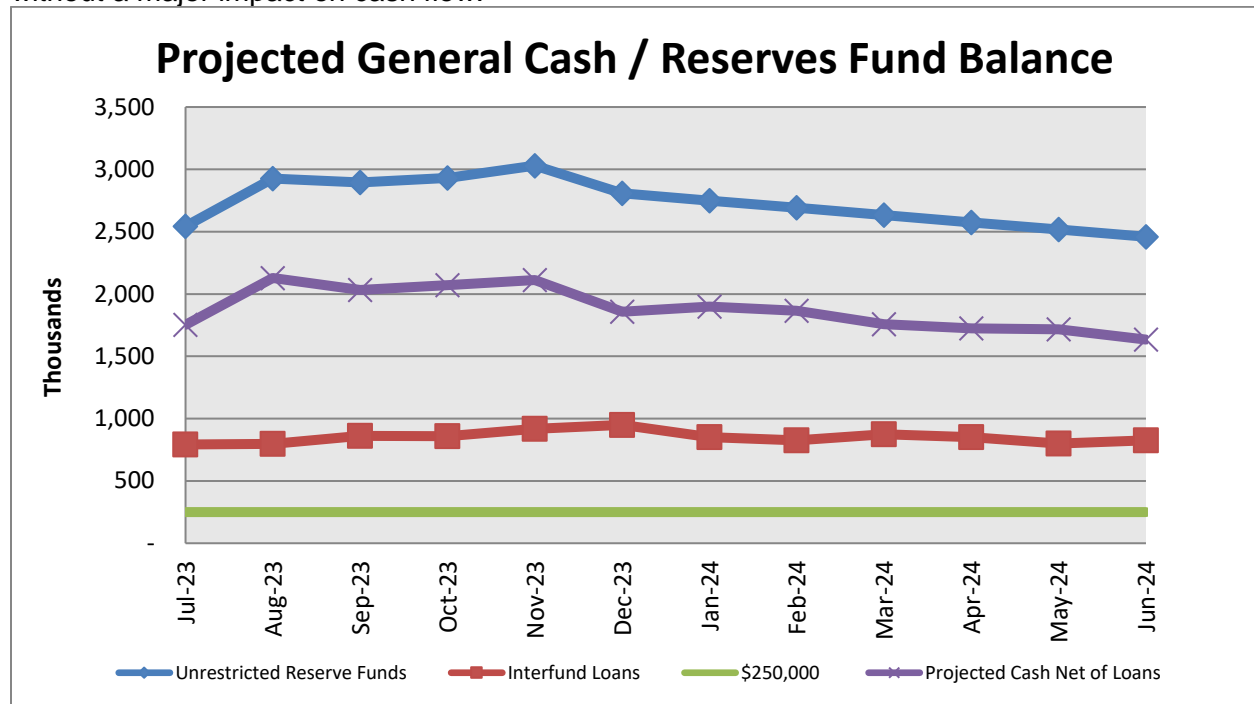
Fund 504

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 12/31/2023	Remaining Grant Budget
145	Proposition 84 Admin R4	\$3,213,384	(\$2,084,182)	\$1,129,202
150	Proposition 1 R1 Admin	1,157,000	(614,980)	542,020
155	Proposition 1 R2 Admin	1,352,928	(16,623)	1,336,305
397	WECAN – City of Riverside	592,417	(136,191)	456,226
398	DCI 2021 Drought Grant	5,000,000	(119,945)	4,880,055
504	Prop 84 – 2015 Round (SARCCUP)	1,543,810	(959,800)	584,010
505	Prop 1 – Round 1 Capital Projects	500,000	(402,245)	97,755
Totals		\$13,359,539	(\$4,333,966)	\$9,025,573

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 2024. The projected loan balance is expected to remain over the \$250,000 aggregate limit through June 2024 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 contract specifically states that interest is eligible for reimbursement. There is sufficient cash available to cover proposed borrowings and to pay budgeted expenditures for the General Fund.

Attachments:

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

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RESOLUTION NO. 452

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

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

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

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

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

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

ADOPTED this 13th day of December 2005.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: _____

Mark Bulot, Chair



COMMISSION MEMORANDUM NO. 2024.11

DATE: February 20, 2024

TO: SAWPA Commission

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

Santa Ana Watershed Project Authority
Balance Sheet by Fund Type
For the Five Months Ending Thursday, November 30, 2023

	General Fund	Brine Line Enterprise	Capital Projects	OWOW Projects	Roundtable Projects	Fund Totals
Assets						
Current Assets						
Cash and Investments	\$3,879,870.62	\$61,442,584.80	(\$245,010.34)	\$1,970,935.32	\$3,026,216.32	\$70,074,596.72
Accounts Receivable	46.28	2,670,330.98	0.00	6,618,079.35	50,326.24	9,338,782.85
Installment Notes Receivable	0.00	1,084,839.00	0.00	0.00	0.00	1,084,839.00
Prepays and Deposits	45,700.07	120,811.02	0.00	0.00	0.00	166,511.09
Total Current Assets	3,925,616.97	65,318,565.80	(245,010.34)	8,589,014.67	3,076,542.56	80,664,729.66
Fixed Assets						
Property, Plant & Equipment						
less accum depreciation	1,262,179.91	69,621,444.28	0.00	0.00	0.00	70,883,624.19
Work In Process	0.00	0.00	635,226.61	0.00	0.00	635,226.61
Total fixed assets	1,262,179.91	69,621,444.28	635,226.61	0.00	0.00	71,518,850.80
Other Assets						
Wastewater treatment/disposal						
rights, net of amortization	0.00	20,147,193.16	0.00	0.00	0.00	20,147,193.16
Inventory - Mitigation Credits	0.00	0.00	0.00	0.00	1,910,560.00	1,910,560.00
Leased Assets, net of amortization	36,044.25	228,320.24	0.00	0.00	0.00	264,364.49
Total Other Assets	36,044.25	20,375,513.40	0.00	0.00	1,910,560.00	22,322,117.65
Total Assets	\$5,223,841.13	\$155,315,523...	\$390,216.27	\$8,589,014.67	\$4,987,102.56	\$174,505,698.11
Liabilities and Fund Equity						
Current Liabilities						
Accounts Payable/Accrued						
Expenses	\$3,602,941.51	\$2,642,333.89	\$152,767.67	\$5,733,920.45	\$98,420.71	\$12,230,384.23
Accrued Interest Payable	0.00	180,774.19	0.00	0.00	0.00	180,774.19
Customer Deposits	0.00	14,385.42	0.00	0.00	0.00	14,385.42
Noncurrent Liabilities						
Long-term Debt	0.00	21,425,445.93	0.00	0.00	0.00	21,425,445.93
Lease Liability	35,811.27	230,000.68	0.00	0.00	0.00	265,811.95
Deferred Revenue	0.00	58,752,099.38	0.00	0.00	0.00	58,752,099.38
Total Liabilities	3,638,752.78	83,245,039.49	152,767.67	5,733,920.45	98,420.71	92,868,901.10
Fund Equity						
Contributed Capital	0.00	20,920,507.03	0.00	0.00	0.00	20,920,507.03
Retained Earnings	3,731,026.81	49,342,199.08	288,729.11	1,998,240.48	4,191,215.43	59,551,410.91
Revenue Over/Under Expenditures	(2,145,938.46)	1,807,777.88	(51,280.51)	856,853.74	697,466.42	1,164,879.07
Total Fund Equity	1,585,088.35	72,070,483.99	237,448.60	2,855,094.22	4,888,681.85	81,636,797.01
Total Liabilities & Fund Equity	\$5,223,841.13	\$155,315,523...	\$390,216.27	\$8,589,014.67	\$4,987,102.56	\$174,505,698.11

Santa Ana Watershed Project Authority
Revenue & Expenses by Fund Type
For the Five Months Ending Thursday, November 30, 2023

	General Fund	Brine Line Enterprise	Capital Projects	OWOW Projects	Roundtable Projects	Fund Totals
Operating Revenue						
Discharge Fees	\$0.00	\$5,262,284.35	\$0.00	\$0.00	\$0.00	\$5,262,284.35
Grant Proceeds	1,040.00	0.00	0.00	315,866.63	0.00	316,906.63
Financing Proceeds	0.00	0.00	0.00	0.00	74,031.11	74,031.11
Total Operating Revenue	1,040.00	5,262,284.35	0.00	315,866.63	74,031.11	5,653,222.09
Operating Expenses						
Labor	866,758.44	528,382.26	303.02	299,823.10	57,793.34	1,753,060.16
Benefits	226,989.73	193,916.25	111.20	110,035.09	21,210.15	552,262.42
Indirect Costs	0.00	894,022.76	512.71	507,300.68	97,786.33	1,499,622.48
Education & Training	24,740.33	0.00	0.00	0.00	0.00	24,740.33
Consulting & Professional Services	132,230.81	158,679.37	50,353.58	216,924.55	450,498.76	1,008,687.07
Operating Costs	1,310.28	1,514,156.89	0.00	233.00	0.00	1,515,700.17
Repair & Maintenance	46,906.94	92,762.28	0.00	0.00	0.00	139,669.22
Phone & Utilities	33,239.30	4,384.43	0.00	0.00	0.00	37,623.73
Equipment & Computers	212,358.80	42,549.47	0.00	0.00	0.00	254,908.27
Meeting & Travel	18,208.63	19.65	0.00	9,310.00	280.75	27,819.03
Other Administrative Costs	96,487.53	59,755.67	0.00	20,596.34	12,299.64	189,139.18
Indirect Costs Applied	(1,522,039.43)	0.00	0.00	0.00	0.00	(1,522,039.43)
Other Expenses	20,848.57	82,040.80	0.00	0.00	0.00	102,889.37
Total Operating Expenses	158,039.93	3,570,669.83	51,280.51	1,164,222.76	639,868.97	5,584,082.00
Operating Income (Loss)	(156,999.93)	1,691,614.52	(51,280.51)	(848,356.13)	(565,837.86)	69,140.09
Nonoperating Income (Expense)						
Member Contributions	696,275.00	0.00	0.00	1,592,000.00	20,000.00	2,308,275.00
Participant Fees	0.00	0.00	0.00	102,633.33	1,217,492.99	1,320,126.32
Interest Income	33,351.51	1,328,580.52	0.00	10,576.54	17,537.79	1,390,046.36
Capital Contributions - RBF	0.00	260,432.00	0.00	0.00	0.00	260,432.00
Interest Expense - Debt Service	0.00	(236,404.98)	0.00	0.00	0.00	(236,404.98)
Other Income	741.73	210,143.67	0.00	0.00	0.00	210,885.40
Retiree Medical Benefits	(34,227.36)	0.00	0.00	0.00	0.00	(34,227.36)
Total Nonoperating Income (Expense)	696,140.88	1,562,751.21	0.00	1,705,209.87	1,255,030.78	5,219,132.74
Excess Rev over (under) Exp	<u>\$539,140.95</u>	<u>\$3,254,365.73</u>	<u>(\$51,280.51)</u>	<u>\$856,853.74</u>	<u>\$689,192.92</u>	<u>\$5,288,272.83</u>

Aging Report
 Santa Ana Watershed Project Authority
 Receivables as of December 31, 2023

Customer Name	Project	Total	0-30 Days	31-60 Days	61 and Over
Chino Basin Desalter Authority	Brine Line	302,096.72		184,939.85	117,156.87
Chino Basin Watermaster	MSAR TMDL	9,357.00			9,357.00
Department of Water Resources	Prop 84, Prop 1	6,523,261.00			6,523,261.00
Eastern Municipal Water District	Brine Line	227,172.34	17,793.75	209,378.59	
Inland Empire Utilities Agency	Brine Line	109,099.30		109,099.30	
Orange County Public Works	Brine Line CIP	210,010.15			210,010.15
Rialto BioEnergy	Brine Line	44,484.40	8,896.88	8,896.88	26,690.64
Riverside, City of	WECAN	65,086.99			65,086.99
San Bernardino Valley Municipal Water District	Brine Line	144,353.60		144,353.60	
Santa Clara Valley Water District	Roundtable of Regions	10,300.00			10,300.00
Western Municipal Water District	Brine Line	371,350.95		367,840.89	3,510.06
Total Accounts Receivable		8,016,572.45	26,690.63	1,024,509.11	6,965,372.71

Santa Ana Watershed Project Authority
Open Task Orders
Dec-23
(Reflects Invoices Received as of 01/16/2024)

[illegible]

\$ 5,081,003.97

LIST OF SAWPA FUNDS

Fund No.	Fund Description	Fund Group
100-00	General Fund	General
100-03	State Legislative/Regulatory Outreach	General
100-04	Federal Legislative/Regulatory Outreach	General
145	Proposition 84 – Program Management – 2015 Round	OWOW
150	Proposition 1 – R1 Program Management	OWOW
155	Proposition 1 – R2 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
505-02	Proposition 1 – Round II Capital Projects	OWOW

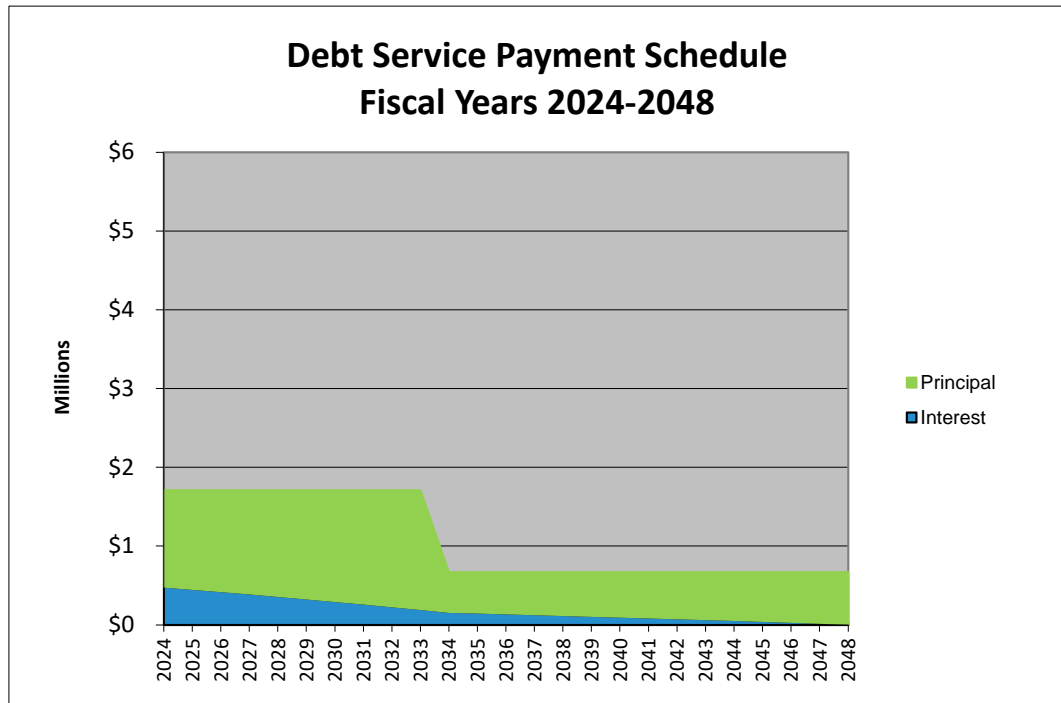
Santa Ana Watershed Project Authority
Brine Line Debt Service Funding Analysis
December 31, 2023

FYE	Rates	Loan Pymts	Interest Earned *	Excess Cash	Ending Cash Balance
Beginning Balance					2,899,430
2024	1,709,476	(1,709,476)	57,989	57,989	3,015,407
2025	1,709,476	(1,709,476)	60,308	60,308	3,075,715
2026	1,709,476	(1,709,476)	61,514	61,514	3,137,230
2027	1,709,476	(1,709,476)	62,745	62,745	3,199,974
2028	1,709,476	(1,709,476)	63,999	63,999	3,263,974
2029	1,709,476	(1,709,476)	65,279	65,279	3,329,253
2030	1,709,476	(1,709,476)	66,585	66,585	3,395,838
2031	1,709,476	(1,709,476)	67,917	67,917	3,463,755
2032	1,709,476	(1,709,476)	69,275	69,275	3,533,030
2033	1,709,476	(1,709,476)	70,661	70,661	3,603,691
2034	665,203	(665,203)	72,074	72,074	3,675,765
2035	665,203	(665,203)	73,515	73,515	3,749,281
2036	665,203	(665,203)	74,986	74,986	3,824,265
2037	665,203	(665,203)	76,485	76,485	3,900,752
2038	665,203	(665,203)	78,015	78,015	3,978,766
2039	665,203	(665,203)	79,575	79,575	4,058,341
2040	665,203	(665,203)	81,167	81,167	4,139,508
2041	665,203	(665,203)	82,790	82,790	4,222,298
2042	665,203	(665,203)	84,446	84,446	4,306,744
2043	665,203	(665,203)	86,135	86,135	4,392,879
2044	665,203	(665,203)	87,858	87,858	4,480,737
2045	665,203	(665,203)	89,615	89,615	4,570,351
2046	665,203	(665,203)	91,407	91,407	4,661,758
2047	665,203	(665,203)	93,235	93,235	4,754,993
2048	665,203	(665,203)	95,100	95,100	4,850,093
	27,072,795	(27,072,795)	1,892,675	1,892,675	-

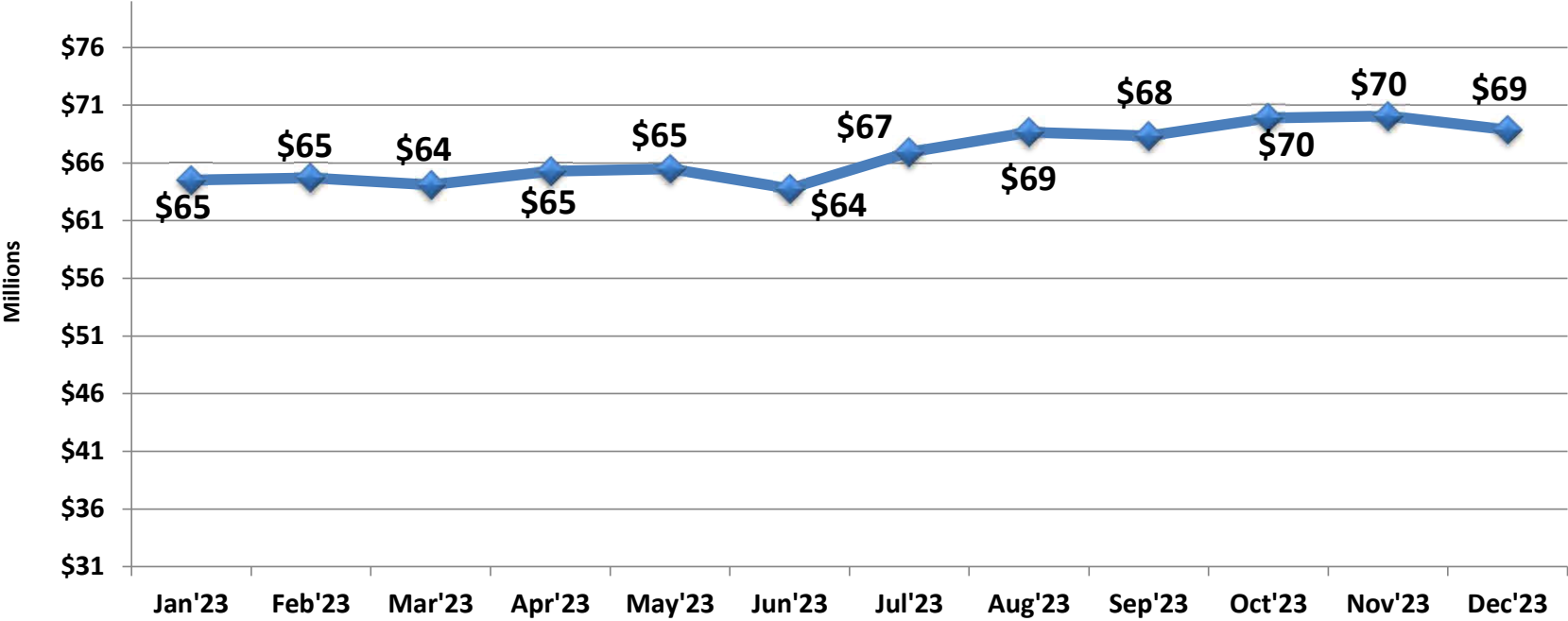
*Interest earned is based on a conservative 2.00% average return over the period

Santa Ana Watershed Project Authority
Brine Line Debt Service Payment Schedule
December 31, 2023

FYE	Interest	Principal	Total Payment	Remaining Principal
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





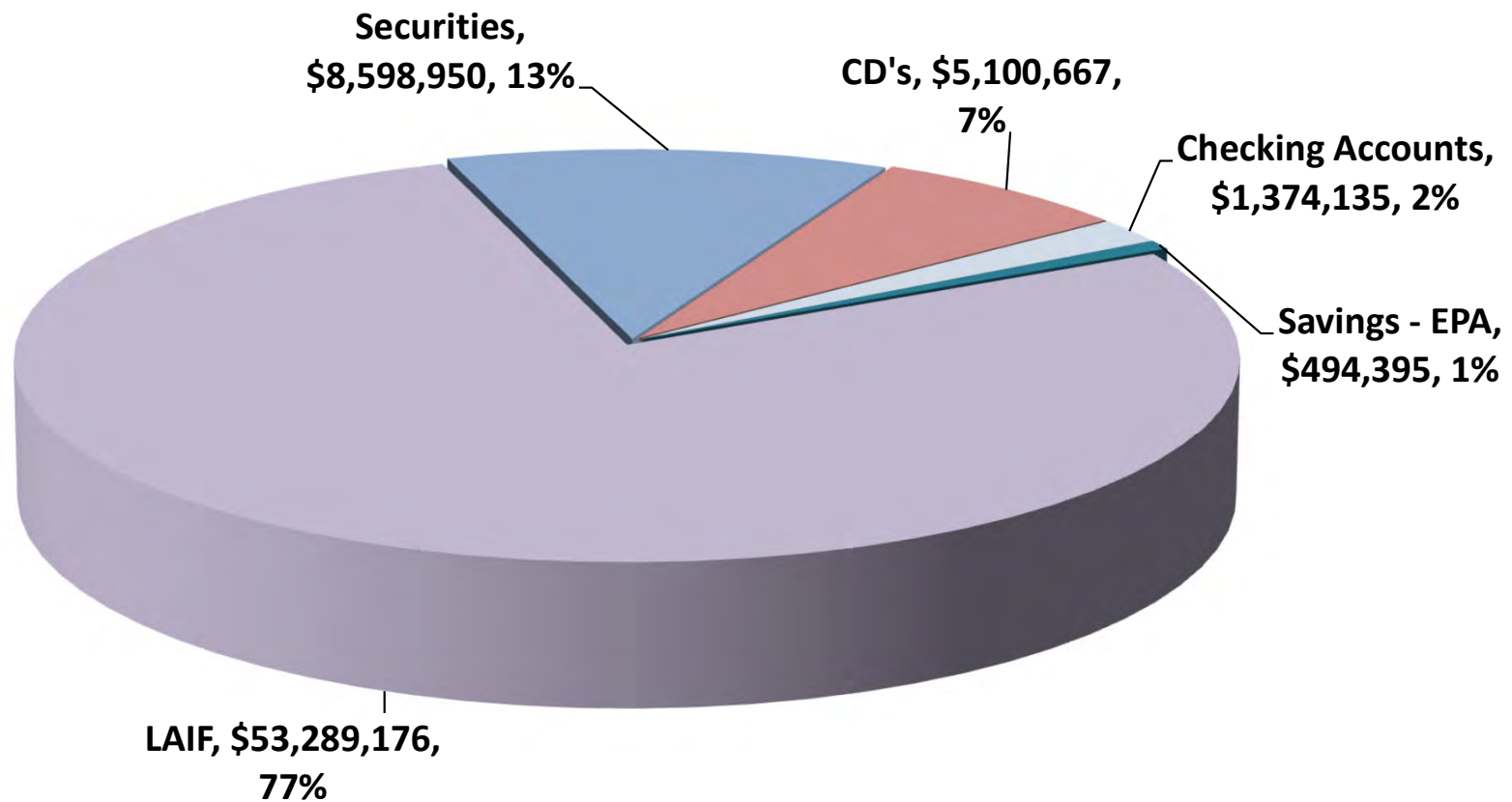
CASH BALANCE & SOURCE OF FUNDS

December 31, 2023

Fund Accounts			Cash and Investments					
	Total		Checking (Cash)	LAIF Account	Savings EPA	Investment Securities	Certificates of Deposit	Total
100 General Fund	\$ 1,857,579		1,374,135	483,444	-	-	-	\$ 1,857,579
100 Building Reserve	\$ 844,747		-	844,747	-	-	-	\$ 844,747
370 Basin Planning General	\$ 259,399		-	259,399	-	-	-	\$ 259,399
370 USBR Partnership Studies	\$ 46,288		-	46,288	-	-	-	\$ 46,288
373 Watershed Management Plan	\$ 367,395		-	367,395	-	-	-	\$ 367,395
240 Brine Line Debt Retirement	\$ 2,922,922		-	2,922,922	-	-	-	\$ 2,922,922
240 Brine Line - Pipeline Replacement & Capital Improvement	\$ 34,710,784		-	21,011,167	-	8,598,950	5,100,667	\$ 34,710,784
240 Brine Line - OC San Pipeline Rehabilitation	\$ 2,795,769		-	2,795,769	-	-	-	\$ 2,795,769
240 Brine Line - Pipeline Capacity Management	\$ 12,430,612		-	12,430,612	-	-	-	\$ 12,430,612
240 Brine Line - OC San Future Treatment & Disposal Capacity	\$ 1,903,167		-	1,903,167	-	-	-	\$ 1,903,167
240 Brine Line - Operating Reserve	\$ 2,197,891		-	2,197,891	-	-	-	\$ 2,197,891
240 Brine Line - Operating Cash	\$ 3,392,879		-	3,392,879	-	-	-	\$ 3,392,879
401 Legal Defense Fund	\$ 494,395		-	-	494,395	-	-	\$ 494,395
374 Basin Monitoring Program TF	\$ 747,544		-	747,544	-	-	-	\$ 747,544
377 PFAS Study	\$ 528,569		-	528,569	-	-	-	\$ 528,569
378 Weather Modification	\$ 204,933		-	204,933	-	-	-	\$ 204,933
381 SAR Fish Conservation	\$ 100,875		-	100,875	-	-	-	\$ 100,875
384 Middle SAR TMDL TF	\$ 370,047		-	370,047	-	-	-	\$ 370,047
386 RWQ Monitoring TF	\$ 311,497		-	311,497	-	-	-	\$ 311,497
387 Mitigation Bank Credits	\$ 789,892		-	789,892	-	-	-	\$ 789,892
392 Emerging Constituents TF	\$ 215,438		-	215,438	-	-	-	\$ 215,438
504 Prop 84 - SARCCUP Projects	\$ 1,298,236		-	1,298,236	-	-	-	\$ 1,298,236
505 Prop 1 - Capital Projects	\$ 66,463		-	66,463	-	-	-	\$ 66,463
	\$ 68,857,323		\$ 1,374,135	\$ 53,289,176	\$ 494,395	\$ 8,598,950	\$ 5,100,667	\$ 68,857,323

Cash & Investments - December 2023

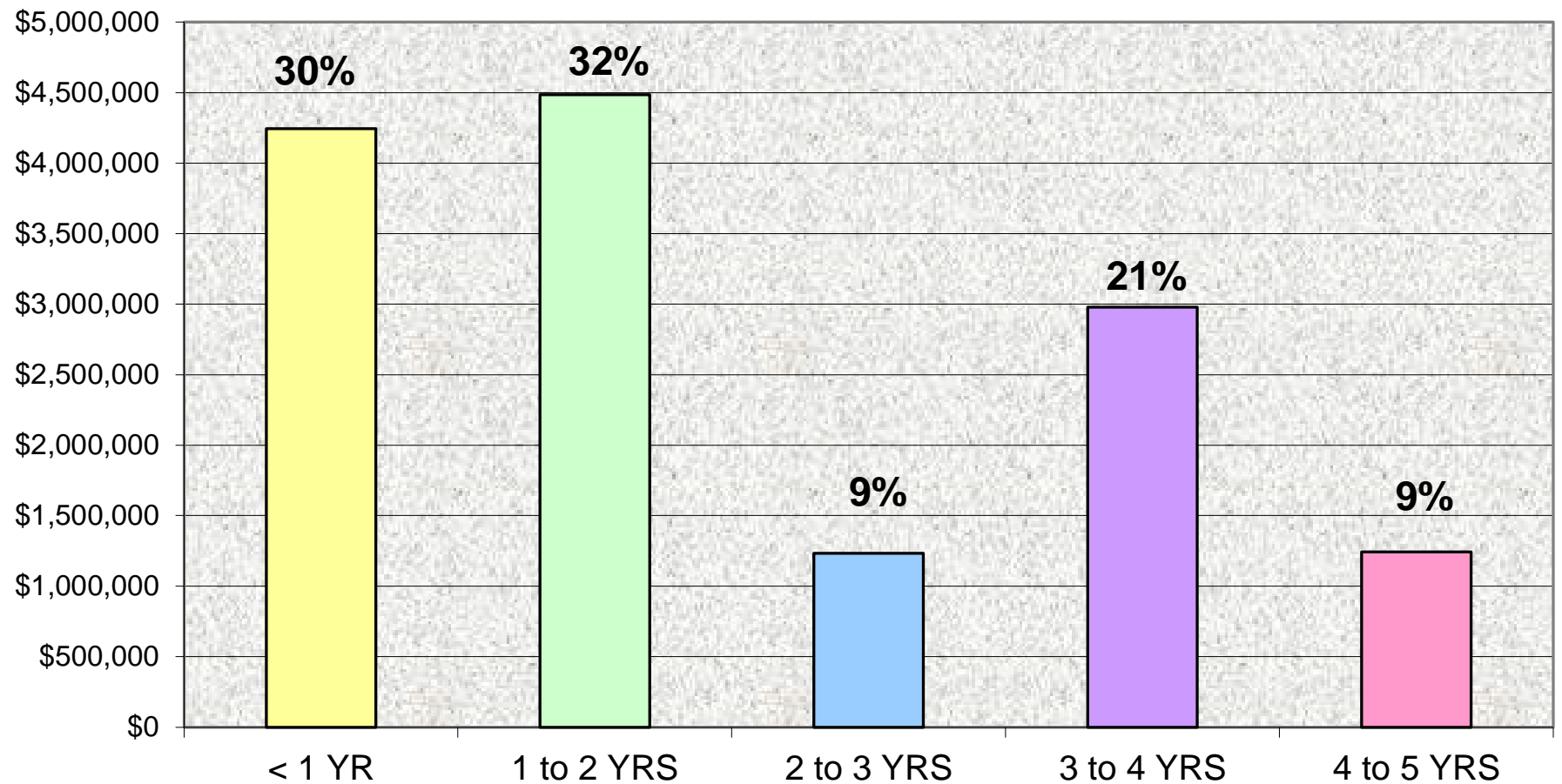
\$68,857,323



Santa Ana Watershed Project Authority
Reserve Account Analysis
December 31, 2023

Reserve Account	Balance @ 7/1/2023	Interest Earned	Fund Receipts/ Contributions	Inter-Fund Loans	Fund Expenses	Balance @ 12/31/2023	Estimated Fund Changes	Balance @ 6/30/2024
Brine Line Operating Cash	3,191,159	56,178	6,267,503		(6,121,961)	3,392,879		3,392,879
Brine Line Operating Reserve	2,302,489	36,761			(141,358)	2,197,891		2,197,891
OC San Future Treatment & Disposal Capacity	1,872,799	30,367				1,903,166		1,903,166
Pipeline Capacity Management	12,232,268	198,344				12,430,612		12,430,612
Pipeline Replacement & Capital Investment	32,305,799	450,230	2,301,790		(347,035)	34,710,784	(2,091,946)	32,618,839
OC San Pipeline Rehabilitation	2,429,092	41,368	325,309			2,795,769		2,795,769
Debt Retirement	2,876,283	46,638				2,922,922		2,922,922
General Fund	1,496,265	52,962	707,065	(949,722)	551,009	1,857,579		1,857,579
Building Reserve	737,493	12,744	100,000		5,490	855,727		855,727
	59,443,647	925,593	9,701,667	(949,722)	(6,053,855)	63,067,330	(2,091,946)	60,975,384

Twelve Month Maturity Schedule Securities

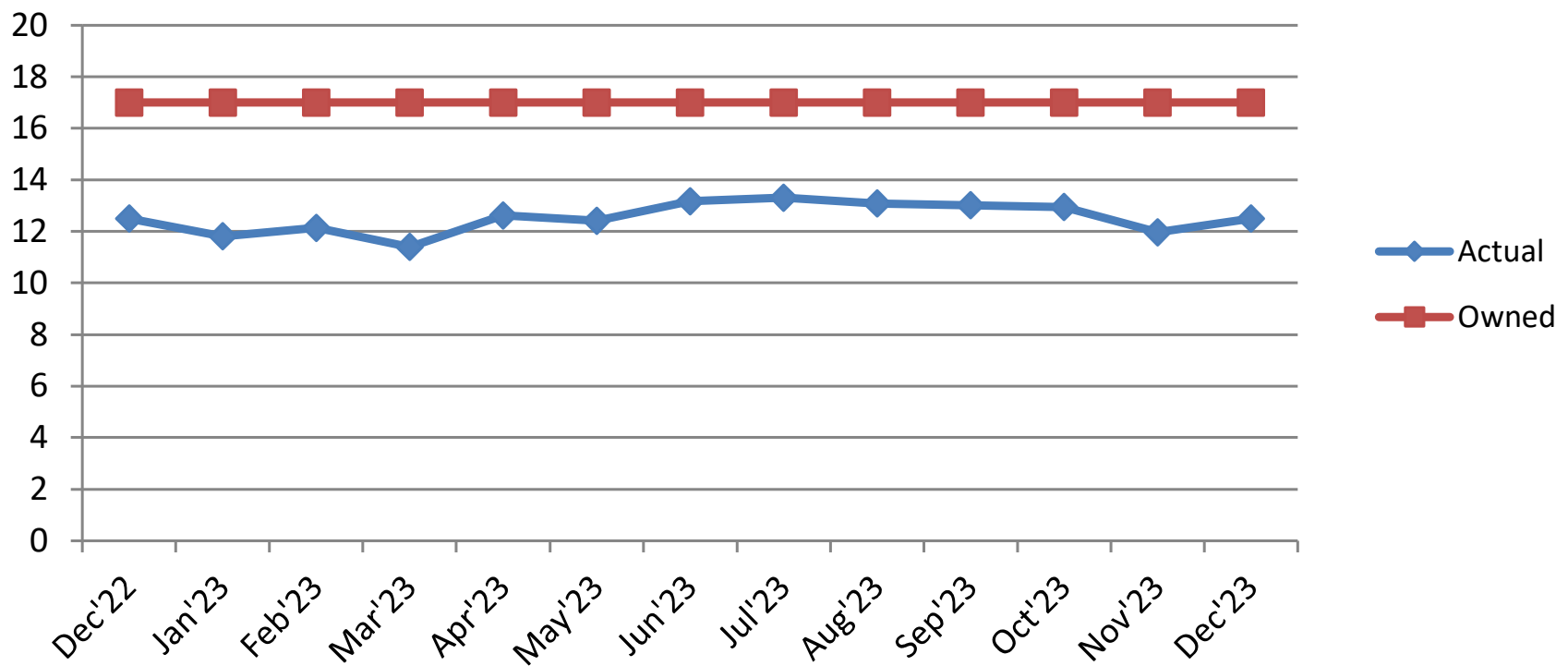


SAWPA
TREASURER'S REPORT
As of December 31, 2023

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	490,225.30	2.750%
Agency	FHLB	6/21/2022	6/28/2024	99.11	\$ 991,130.00	\$ 1,000,000.00	\$ 1,000,000.00	987,716.30	2.750%
Agency	FHLB	8/30/2022	11/27/2024	100.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	988,923.29	3.650%
Agency	FHLB	10/28/2022	10/3/2024	99.89	\$ 998,910.00	\$ 1,000,000.00	\$ 1,000,000.00	995,862.05	4.500%
Agency	FHLB	11/4/2022	9/10/2027	99.20	\$ 991,965.00	\$ 1,000,000.00	\$ 1,000,000.00	1,003,329.46	4.125%
Agency	FHLB	6/6/2023	12/13/2024	99.99	\$ 499,966.50	\$ 500,000.00	\$ 500,000.00	498,233.57	4.625%
Agency	FHLB	6/6/2023	6/9/2028	100.50	\$ 502,505.00	\$ 500,000.00	\$ 500,000.00	501,729.07	4.000%
Agency	FNMA	2/4/2020	1/7/2025	101.08	\$ 505,380.00	\$ 500,000.00	\$ 500,000.00	484,052.65	1.625%
Agency	FNMA	10/30/2020	8/25/2025	99.53	\$ 995,952.00	\$ 1,000,000.00	\$ 1,000,000.00	935,207.50	0.375%
Agency	USTN	4/19/2021	11/30/2025	98.25	\$ 982,500.00	\$ 1,000,000.00	\$ 1,000,000.00	927,734.38	0.375%
Agency	USTN	9/15/2021	5/31/2025	99.58	\$ 989,726.56	\$ 1,000,000.00	\$ 1,000,000.00	940,976.56	0.250%
CD	American Express Natl Bank	8/17/2022	8/19/2024	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	242,217.63	3.350%
CD	Beal Bank USA	8/17/2022	8/12/2026	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	235,027.50	3.200%
CD	Synchrony Bank	8/12/2022	8/12/2025	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	238,951.72	3.350%
CD	Capital One Bank USA	5/25/2022	5/25/2027	100.00	\$ 246,000.00	\$ 246,000.00	\$ 246,000.00	233,554.19	3.200%
CD	Morgan Stanley Private Bank	11/15/2022	11/15/2027	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,178.21	5.000%
CD	Prime Alliance Bank	11/17/2022	11/17/2027	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	247,996.78	4.950%
CD	Cooperative Center FSU	12/29/2022	12/29/2025	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	248,364.48	4.650%
CD	Affinity Bank	3/17/2023	3/17/2028	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	250,284.90	4.900%
CD	Discover Bank	3/22/2023	3/23/2027	100.00	\$ 243,000.00	\$ 243,000.00	\$ 243,000.00	244,362.77	5.050%
CD	Global Fed CR UN - Alaska	5/12/2023	5/12/2027	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	247,222.31	4.600%
CD	UBS Bank USA	5/17/2023	5/17/2027	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	246,848.79	4.550%
CD	BMW Bank of North America	6/16/2023	6/16/2026	100.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00	242,567.94	4.600%
CD	Farmers Insurance Group	7/26/2023	7/27/2026	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	249,464.99	5.100%
CD	Barclays Bank Delaware	7/26/2023	7/28/2025	100.00	\$ 243,000.00	\$ 243,000.00	\$ 243,000.00	243,488.14	5.100%
CD	Chartway Federal Credit Uni	9/8/2023	9/8/2027	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	249,976.94	5.000%
CD	Greenstate Credit Union	9/26/2023	9/26/2028	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	252,723.73	5.000%
CD	Empower Fed Cedit Union	9/29/2023	9/29/2027	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	250,955.55	5.100%
CD	US Alliance Fed Credit Union	9/29/2023	9/29/2028	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	253,806.74	5.100%
CD	Numerica Credit Union	11/10/2023	11/10/2026	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	252,369.73	5.550%
CD	Heritage Community CR UN	11/15/2023	11/16/2026	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	251,747.48	5.450%
CD	Alliant Credit Union	12/30/2022	12/30/2025	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	249,500.59	5.100%
					\$ 14,175,285.06	\$ 14,186,000.00	\$ 14,186,000.00	13,933,601.24	3.966%

Average Daily Flow by Month





SUMMARY OF LABOR MULTIPLIERS

		Benefit Rate
Total Employee Benefits	622,312	0.308
Total Payroll	2,017,293	
Gross Indirect Costs	2,171,056	
Less: Member Contributions & Other Revenue	(527,086)	
Indirect Costs for Distribution	1,643,970	
		Indirect Rate
Direct Labor	959,907	1.713
Indirect Costs	1,643,970	

FY 2023-24 Labor multiplier - thru 12/31/23

2.021

FY 2023-24 Budgeted Labor multiplier

2.058

FY 2022-23 Labor multiplier

1.984

FY 2021-22 Labor multiplier

1.993

FY 2020-21 Labor multiplier

1.724



INDIRECT COSTS

(to be Distributed)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru</u> <u>12/31/23</u>
51000	Salaries - Regular	\$ 1,057,386
52000	Benefits	\$ 388,061
60111	Tuition Reimbursement	\$ 2,703
60112	Training	\$ 5,553
60113	Education	\$ 330
60114	Other Training & Education	\$ 17,654
60120	Audit Fees	\$ 15,394
60121	Consulting	\$ 62,125
60126	Temporary Services	\$ 4,957
60128	Other Professional Services	\$ 700
60129	Other Contract Services	\$ -
60130	Legal Fees	\$ 5,285
60133	Employment Recruitment	\$ -
60153	Materials & Supplies	\$ 468
60154	Safety	\$ 843
60155	Security	\$ 12,024
60156	Custodial Contract Services	\$ 13,454
60157	Landscaping Maintenance	\$ 4,775
60158	HVAC	\$ 3,015
60159	Facility Repair & Maintenance	\$ 16,577
60160	Telephone	\$ 18,315
60161	Cellular Services	\$ 4,502
60163	Electricity	\$ 10,783
60164	Water Services	\$ 3,230
60170	Equipment Expensed	\$ 2,278
60171	Equipment Rented	\$ 6,929

(Continued - next column)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru</u> <u>12/31/23</u>
60172	Equipment Repair / Maintenance	\$ 1,043
60180	Computer Hardware	\$ 111,369
60181	Computer Software	\$ 75,884
60182	Internet Services	\$ 11,852
60183	Computer Supplies	\$ 723
60184	Computer Repair/Maint	\$ -
60185	Cloud Storage	\$ 12,560
60190	Offsite Meeting/Travel Expense	\$ 4,384
60191	In House Meetings	\$ 262
60192	Conference Expense	\$ 15,707
60193	Car, Repair, Maintenance	\$ -
60200	Dues	\$ 37,487
60202	Subscriptions	\$ 12,131
60203	Contributions	\$ 15,750
60210	Bank Charges	\$ -
60211	Shipping/Postage	\$ 1,331
60212	Office Supplies	\$ 4,587
48000	Commission Fees	\$ 21,500
60221	Commission Mileage Reimb.	\$ 1,215
60222	Other Commission Expense	\$ -
60230	Other Expense	\$ 2,211
60240	Building Lease	\$ 4,284
81010	Retiree Medical Expense	\$ 39,678
80001	Insurance Expense	\$ 25,370
80000	Building Repair/Replacement Reserve	\$ 100,000
80000	Fixed Assets	\$ 14,390

Total Costs \$ 2,171,056

Direct Costs Paid by Projects	\$ 1,728,555
Member Contribution Offset	\$ 450,000
Interest & Other Revenue Offset	\$ 77,086
	<u>\$ 2,255,641</u>

Over (Under) Allocation %	3.8%
Over (Under) Allocation of General Fund Costs	\$ 84,585



BENEFITS SUMMARY

(Distributed based on Actual Labor)

<u>G/L Acct</u>	<u>Description</u>	<u>Budget</u>	<u>Actual @ 12/31/23</u>	<u>Projected FYE 2024</u>
70101	FICA Expense	\$ 211,101	\$ 87,675	\$ 175,351
70102	Medicare Expense	\$ 59,818	\$ 28,891	\$ 57,782
70103	State Unemployment Insurance	\$ 3,906	\$ 288	\$ 3,500
70104	Worker's Compensation Insurance	\$ 72,456	\$ 24,573	\$ 49,146
70105	State Disability Insurance	\$ 39,569	\$ 10,994	\$ 21,989
70106	PERS Pension Plan	\$ 487,199	\$ 184,713	\$ 369,427
70111	Medical Expense	\$ 511,245	\$ 230,151	\$ 460,303
70112	Dental Expense	\$ 28,657	\$ 12,800	\$ 25,600
70113	Vision Insurance	\$ 7,751	\$ 3,667	\$ 7,335
70114	Life Insurance Expense	\$ 15,940	\$ 7,807	\$ 15,614
70115	Long Term Disability	\$ 18,593	\$ 8,925	\$ 17,850
70116	Wellness Program Expense	\$ 3,900	\$ 1,126	\$ 3,900
70120	Car Allowance	\$ 39,000	\$ 20,700	\$ 41,400
	Total Benefits	\$ 1,499,135	\$ 622,312	\$ 1,249,195
	Total Payroll	\$ 4,086,368	\$ 2,017,293	\$ 4,034,587
	Benefits Rate	36.7%	30.8%	31.0%

Santa Ana Watershed Project Authority
Labor Hours Budget vs Actual
Month Ending December 31, 2023

	Fund	Budget	Actual	%
100	General Fund	27,297	12,797	46.88%
145	Prop 84 - 2015 Program Mgmt	2,140	951	44.45%
150	Prop1 - Program Management	1,135	604	53.22%
155	Prop1 Round 2	-	46	-100.00%
240	Brine Line Enterprise	19,253	8,965	46.57%
320	Brine Line Protection	633	9	1.46%
327	Reach IV-D Corrosion Repairs	10	33	330.00%
328	Agua Mansa Lateral Construction	110	69	62.27%
370-01	Basin Planning General	1,830	888	48.54%
370-02	USBR Partnership Studies	85	1	0.59%
373	Watershed Management (OWOW)	2,140	976	45.58%
374	Basin Monitoring Program TF	620	224	36.17%
377	PFAS Study	220	54	24.55%
378	Weather Modification	215	234	108.84%
381	SAR Fish Conservation	185	81	43.51%
384-01	MSAR TMDL TF	155	59	37.90%
386MONIT	RWQ Monitoring TF	115	43	37.39%
387	Arundo Removal & Habitat Restoration	235	78	33.30%
392	Emerging Constituents TF	220	72	32.73%
397ADMIN	WECAN Riverside	137	106	77.37%
398RELIE	DACI	155	40	25.97%
477-02	LESJWA - Administration	455	205	45.05%
477TMDL	LESJWA - TMDL Task Force	375	206	54.87%
504-401IMPLE	Prop 84 - Final Round Implementation	65	-	0.00%
504-401PA23	Prop 84 - Final Round PA23 Admin	170	9	5.15%
504-402PA22	Prop84 - Final Round PA22 Admin	240	12	4.79%
504-402RATES	Prop 84 - Final Round Water Rates	145	66	45.34%
505-00	Prop1 - Capital Projects	540	230	42.64%
		58,880	27,056	45.95%

Note: Should be at 50% of budget for 6 months

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1 SAWPA's Weather Modification Pilot Program Receives Media Attention

SAWPA's Weather Modification Pilot Program Receives Media Attention

SAWPA's Weather Modification Pilot Program received media attention on Friday, January 19. The program was showcased in a news segment on [ABC7](https://abc7.com/southern-california-water-cloud-seeding-riverside-county-inland-empire/14341706/), featuring SAWPA's General Manager, Jeff Mosher, and SAWPA's Commissioner, Mike Gardner. The broadcast segment aimed to expand SAWPA's outreach efforts and raise awareness of the program. Additionally, the Pilot Program was highlighted in several publications such as the LA Times [Daily Pilot](#), [Raincross Gazette](#), [News Break](#), and more.



To watch the full interview, visit: <https://abc7.com/southern-california-water-cloud-seeding-riverside-county-inland-empire/14341706/>.

2 Team-Building Event—Hockey Night 2024

Team-Building Event—Hockey Night 2024

On January 5, 2024, SAWPA staff attended a hockey game between the Ontario Reign and the San Jose Barracudas. This event was coordinated in an effort to support SAWPA's goal of cultivating robust, collaborative teams by offering a shared experience that will foster positive relationships and effective communication among staff members.

Thank you to all SAWPA staff who participated!



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February 12, 2024

To: Santa Ana Watershed Project Authority

From: Michael Boccadoro
Beth Olhasso

RE: January Report

Overview:

California finally saw the first huge set of storms for the season with the entire state getting pummeled at the beginning of February. Ahead of the storm, water managers opened spillways at some of the state's major reservoirs to make room for the incoming flood flows. The Sierra snowpack was 53 percent of normal and 33 percent of April 1 averages on February 1. By February 12, those numbers increased to 73 percent of normal and 52 percent of April 1 averages. With another series of storms predicted for Northern California over President's Day weekend, snowpack numbers are expected to continue to improve.

Governor Newsom recently released a strategy for protecting salmon in California. None of the things he "unveiled" are new, including removing dams on the Klamath, establishing minimum flows on the Scott and Shasta rivers and other measures. Environmental groups are accusing the Governor of repackaging previous agreements to try to "cover" for his support of Delta Conveyance, the Voluntary Agreements and other water quality diversions groups claim hurt salmon.

Opponents of the draft Making Conservation a California Way of Life regulations got a boost from the Public Policy Institute of CA and the Legislative Analyst Office who found that the regulations deviate from statute and will cost billions while only delivering minimal water savings. A second draft is expected mid to late February.

The Governor released his proposed Fiscal Year 2024-25 budget including a \$40 billion deficit. The Governor's deficit number is starkly different than the Legislative Analyst Office assessment of a \$60 billion deficit. The Governor is proposing to make significant cuts to climate programs and delay other spending. He is also proposing to tap into the "rainy day fund" for the first time. The Legislature will work through the spring on specific line items and pass a final budget by the June 15 deadline.

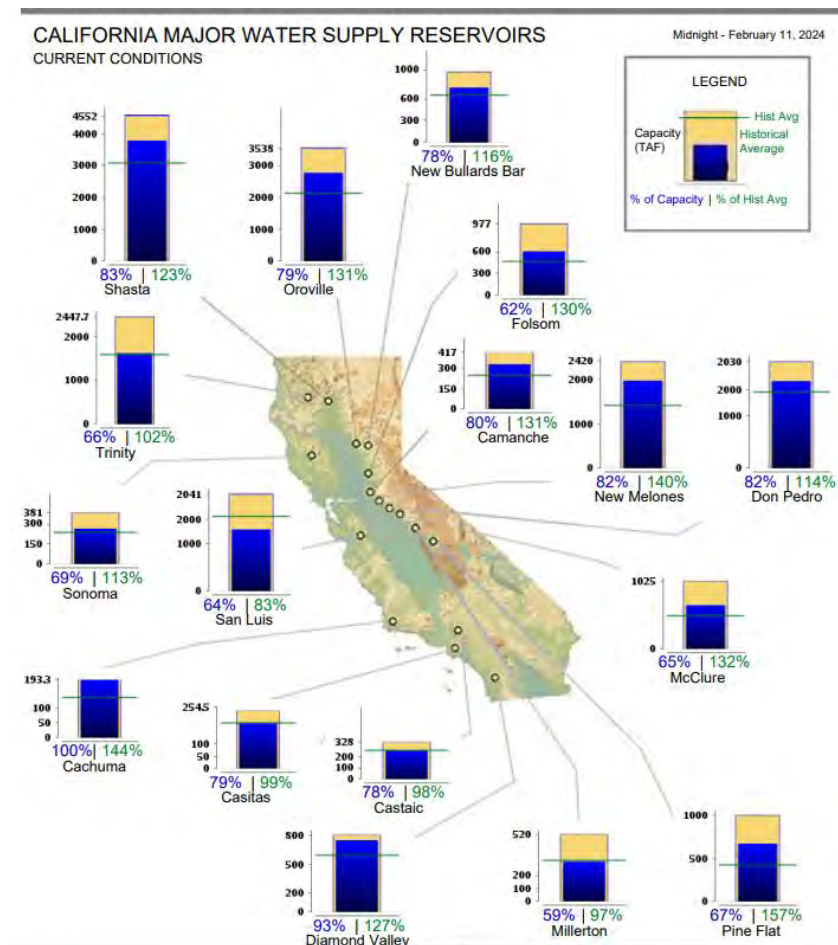
The Legislature spent January introducing very few bills while working to move two-year bills out of their house of origin. Several hundred bills are expected to be introduced before the February 16 bill introduction deadline. The Senate formally voted in Senator Mike McGuire (D-Healdsburg) as President Pro Tem and he has already made several changes to leadership and committee chairs.

Santa Ana Watershed Project Authority

Status Report – January 2024

Water Supply Conditions

Early February storms have helped improve the dismal conditions of the Sierra Snowpack. A 20 percent jump moved the snowpack to 73 percent of normal for this time of year and 52 percent of April 1 averages. A storm President's Day weekend should help get the snowpack closer to 100 percent of average. Reservoir storage is in great shape with water managers having to open flood gates to make room for incoming water. Lake Oroville is sitting at 131 percent of historical average and 79 percent capacity. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is at 83 percent of average for this time of the year and 64 percent capacity. State Water Project water continues to flow into Diamond Valley Lake, which is at 93 percent capacity.



Governor Newsom Unveils State Strategy for Salmon

The Governor recently released a strategy aimed at protecting and restoring salmon amidst hotter and drier weather. Key actions call for tearing down dams, improving passages for migrating fish, restoring flows in key waterways, modernizing hatcheries to raise fish and other actions.

Many of the projects and solutions outlined by the Governor are actually already underway or are under the direction of the federal government, tribes and conservation groups.

Some of the regulatory efforts outlined include establishing minimum flows on the Scott and Shasta rivers and adoption and implementation of the Bay Delta Plan.

Some environmental groups are calling out the Governor for “repackaging victories” hard fought by environmental groups and tribes in an attempt to revitalize his image after backing Delta Conveyance, supporting Sites Reservoir and the Voluntary Agreements and waiving water quality requirements in the Delta.

Making Conservation a California Way of Life

As widely publicized, there have been several reports released highlighting issues with the SWRCB draft Making Conservation a California Way of Life regulations. The independent Legislative Analyst Office (LAO) and the Public Policy Institute of CA (PPIC) both released analyses of the draft regulations and found that they are not consistent with the enacting legislation in places and deviate from DWR recommendations without justification. They also note that implementation would cost billions of dollars with very little actual water savings.

While neither body has any authority to make changes, reports from the LAO and PPIC are widely respected in Sacramento and give significant validity to water agency concerns with the regulations.

A revised draft is expected mid-February.

Governor Newsom Presents FY 24-25 State Budget Proposal

On January 10, Governor Newsom released his budget proposal for FY 24-25. He started off by disagreeing with the Legislative Analyst Office (LAO) about the size of the deficit with the LAO stating CA has a \$60B deficit and the Governor/Department of Finance saying we have a \$40B deficit.

The Governor is proposing to move \$10.4B from the rainy-day fund and \$2.7B from other reserves to account for some of the shortfall. Unfortunately, climate programs are taking the brunt of the hit to make up for the rest of the shortfall. The Governor is proposing to claw back funds allocated in previous years and delay promised spending. Some of the cuts to water include:

- Watershed Climate Resilience Programs:
 - Reversion of \$88.4m and reduction of \$350m over the next two years from DWR and Wildlife Conservation Board.
 - Maintains \$56M previously allocated funds.
- Water Recycling:
 - Reversion of \$174.4 million and delay of \$100M

- Maintains \$348 million previously allocated.
- PFOA/PFAS:
 - Reversion of \$71.6M and reduction of \$30M in 24-25 support.
 - Maintains \$53M previously allocated.

The Legislature will now start their process of subcommittee hearings on all of these issues and another revision will be presented by the Governor in May after April tax receipts are collected.

Legislative Update

The Legislature has returned to Sacramento to work on two-year bills still in their house of origin. With the Jan 31 deadline to move bills to the other house now passed, members will spend the next week introducing bills ahead of the February 16 bill introduction deadline.

New Senate Pro Tem Mike McGuire (D-Healdsburg) has made changes to his leadership and committee chair team. Notably, Anthony Portantino (D-La Canada) has been replaced as Appropriations Committee Chair by Senator Anna Caballero (D-Merced). The Senate Budget Sub Committee on Resources and Climate once again has a member from Southern California, after several years of just Northern California members. Senator Catherine Blakespear (D-Encinitas) joins the committee as a voice from San Diego.

No significant water legislation has been introduced yet, but there will likely be new bills on water rights, water conservation, PFAS and other water topics in the coming days ahead of the February 16 bill introduction deadline.