



SAWPA

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

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
<ul style="list-style-type: none"> https://sawpa.zoom.us/j/84232297006 	<ul style="list-style-type: none"> 1 (669) 900-6833
<ul style="list-style-type: none"> Meeting ID: 842 3229 7006 	<ul style="list-style-type: none"> Meeting ID: 842 3229 7006

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

REGULAR COMMISSION MEETING TUESDAY, JUNE 4, 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, June 3, 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: MAY 21, 2024.....7
Recommendation: Approve as posted.
- B. UPDATED PERSONNEL HANDBOOK APPROVAL (CM#2024.28).....15
Recommendation: To approve the updated and revised Personnel Handbook.

6. NEW BUSINESS

- A. **COLA AND MERIT POOL INCREASES – FY 2024-25 (CM#2024.29)**97
Presenter: Jeff Mosher
Recommendation: To approve a 4% Merit Pool and a 4.3% COLA increase for FY 2024-25.

- B. **SARCCUP PROJECT MANAGEMENT SERVICES – CONSULTANT SUPPORT (CM#2024.30)**.....101
Presenter: Ian Achimore
Recommendation: To authorize the approval of Task Order No. RMC504-401-11 in the amount not-to-exceed \$136,098 for FYE 2025 with Woodard & Curran for Project Management Services to support the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP).

- C. **INTEGRATED CLIMATE ADAPTATION AND RESILIENCY PROGRAM REGIONAL RESILIENCE PLANNING AND IMPLEMENTATION GRANT PROGRAM: DEVELOPMENT OF THE SANTA ANA RIVER WATERSHED CLIMATE ADAPTATION AND RESILIENCE PLAN (CM#2024.31)**123
Presenter: Rachel Gray
Recommendation: Receive and file.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

- A. **OWOW QUARTERLY STATUS REPORT: JANUARY – MARCH 2024**.....137
Presenter: Rachel Gray

- B. **ROUNDTABLES QUARTERLY STATUS REPORT: JANUARY – MARCH 2024**143
Presenter: Rachel Gray

- C. **GENERAL MANAGER REPORT**.....155
Presenter: Jeff Mosher

- D. **COMMUNICATIONS REPORT**157
Presenter: Jeff Mosher

- E. **CHAIR’S COMMENTS/REPORT**

- F. **COMMISSIONERS’ COMMENTS**

- G. **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 May 30, 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] 1/16/24 Regular Commission Meeting	2/6/24 Commission Workshop 2/20/24 Regular Commission Meeting
March	April
3/5/24 Commission Workshop [cancelled] 3/19/24 Regular Commission Meeting	4/2/24 Commission Workshop 4/16/24 Regular Commission Meeting [cancelled]
May	June
5/7/24 Commission Workshop [cancelled] 5/21/24 Regular Commission Meeting 5/7 – 5/9/24 ACWA Spring Conference, Sacramento, CA	6/4/24 Commission Workshop 6/18/24 Regular Commission Meeting
July	August
7/2/24 Commission Workshop 7/16/24 Regular Commission Meeting	8/6/24 Commission Workshop 8/20/24 Regular Commission Meeting
September	October
9/3/24 Commission Workshop 9/17/24 Regular Commission Meeting	10/1/24 Commission Workshop 10/15/24 Regular Commission Meeting
November	December
11/5/24 Commission Workshop 11/19/24 Regular Commission Meeting	12/3/24 Commission Workshop 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: JUNE 2024

DATE	TIME	MEETING DESCRIPTION	LOCATION
6/4/24	8:30 AM	PA 23 Committee Mtg	CANCELLED
6/4/24	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
6/11/24	8:30 AM	PA 22 Committee Mtg	CANCELLED
6/17/24	1:30 PM	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	Virtual/Teleconference
6/20/24	4:00 PM	LESJWA Board of Directors Mtg	CANCELLED
6/25/24	10:00 AM	MSAR TMDL Task Force Mtg	Virtual/Teleconference

MONTH OF: JULY 2024

DATE	TIME	MEETING DESCRIPTION	LOCATION
7/2/24	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
7/25/24	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
MAY 21, 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

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, David Ruhl, Rachel Gray, Shavonne
Turner, Rick Whetsel, Marie Jauregui, Ian Achimore, Sara Villa,
Melissa Bustamonte, John Leete, Alison Lewis, Bonnie Gallagher

OTHERS PRESENT

Andrew Turner, Lagerlof, LLP; Ken Tam, Inland Empire Utilities
Agency; Craig Miller, Western Municipal Water District; Mallory
O'Connor, Western Municipal Water District; Ryan Shaw, Western
Municipal Water District; Adekunle Ojo, San Bernardino Valley Water
District; Gene Hernandez, Yorba Linda Water District; Brian
Dickinson, City of Colton; Michelle Joy Gold; Ryan Davison

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. As well as Commissioner T. Milford Harrison's location, Sheraton Grand Sacramento Hotel, 1230 J. Street, Room 2632, Sacramento, CA 95814, and Commissioner Jasmin Hall's location, Pinnacle Community Center, 2215 Thomas W. Ryan Boulevard, Lobby, Las Vegas, NV 89134.

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

It was noted that there was one (1) public comment received via – email from a public citizen (Michelle Joy Gold) stating the following message:

"To whom it may concern,

I appreciate the efforts in wanting to create more water through weather modification.

There have been many negative side effects from the pilot program I have personally noticed and experienced first hand that I want brought to your attention. I am hoping they can be put on agenda at meeting tomorrow, May 21 at 9:30 so that this stop.

•Home damage, landslides, and public trails closed due to landslides.

- *Toxicity of Silver Iodide as a threat to Fish and Wildlife. Wetlands and wildlife is bombarded with wildlife currently. Many pelicans are starving and stranded. I believe they are directly affected by this project.*
 - *Chemicals causing Headaches, body aches, and allergies during cloud seeding.*
 - *Chemicals being harmful long term to plants, worms, bees, insects, and microorganisms needed for organic food.*
- I will do best to attend via zoom yet I have another meeting at 10. I look forward to hearing back from someone regarding these concerns. Mother Nature and our bodies have a natural order. Chemicals are unhealthy and toxic. It is more important people conserve/preserve water, use less plastics and other resources and leave less a footprint. Thank you."*

Ms. Gold addressed the Commission and reiterated her questions and concerns. Chair Whitaker acknowledged Ms. Gold's comments and noted that staff will adequately answer all her questions and concerns.

4. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

5. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: APRIL 2, 2024

Recommendation: Approve as posted.

B. TREASURER'S REPORT: MARCH 2024

Recommendation: Approve as posted.

C. TREASURER'S REPORT: APRIL 2024

Recommendation: Approve as posted.

D. MICROSOFT DYNAMICS GP REPLACEMENT STUDY (CM#2024.19)

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

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

6. NEW BUSINESS

A. INLAND EMPIRE BRINE LINE RATE RESOLUTION (CM#2024.20)

David Ruhl provided a presentation on the Inland Empire Brine Line Rate Resolution 2024-5, contained in the agenda packet on pages 63-76. On May 14, 2024, the Project Agreement Committee approved to recommend adopting Resolution 2024-5 establishing the new Inland Empire Brine Line rates for Fiscal Year 2024-25.

The proposed Fiscal Year 2024-25 Brine Line Rates for flow, BOD, TSS, fixed pipe, and fixed treatment are shown in Table below. The proposed rates have been calculated using the financial model prepared in 2018 and are based on the approved two-year

budget (FY 2023-24 and FY 2024-25). SAWPA staff reviewed the current and proposed budget expenditures and revenues to ensure the rates are consistent and in-line with the budget assumptions and goals when the budget was approved.

Summary of FY 2023-24 (Current) Rates and FY 2024-25 (Proposed) Rates

<i>Fiscal Year</i>	<i>Flow (MG)</i>	<i>BOD (1,000 lbs)</i>	<i>TSS (1,000 lbs)</i>	<i>Fixed Pipeline*</i>	<i>Fixed T&D*</i>
Current FY 2023-24	\$1,073	\$394	\$494	\$6,654	\$13,505
Proposed FY 2024-25	\$1,097	\$396	\$497	\$6,654	\$13,505

*Fixed pipeline and Fixed Treatment and Disposal (T&D) charges are per million gallons (MG) per month.

The Brine Line rates include the cost that Orange County Sanitation District (OC San) charges SAWPA to treat and dispose of brine, which includes a Flow, BOD and TSS charge. The OC San Flow charge (\$294/MG) is included as part of the total SAWPA Brine Line Flow rate (\$1,097/MG). The OC San BOD and TSS charges are considered “pass-through” costs. Hence, SAWPA’s rate for BOD and TSS match the OC San BOD and TSS charge.

In April 2024, SAWPA received the proposed Brine Line rates from OC San (Flow, BOD, TSS) that include a 0.5% increase in their charges from last fiscal year. Due to the minor increase in the rates from OC San, SAWPA can maintain the proposed rate increase of 2.25% for Flow and no change in the rate for Fixed Pipeline and Fixed Treatment and Disposal. Since BOD and TSS are pass through costs the rate for BOD and TSS will increase 0.5%.

The fixed charges (pipeline and treatment and disposal) are expected to remain the same. These planned rates will be evaluated during the development of the next two–year budget beginning in late 2024. The truck disposal rates will continue to be based on two (2) tiers: the Brine Tier and a Non-Brine Tier. These charges will increase 2.5% from FY 2023-24. The Capacity Lease rates and proposed permit fees for FY 2024-25 will remain unchanged from the rates from FY 2023-24. There was no discussion.

MOVED, to adopt Resolution No. 2024-5 establishing the Fiscal Year 2024-25 Inland Empire Brine Line Rates to be effective July 1, 2024.

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

B. APPROVAL OF GRANT APPLICATION FOR INTEGRATED CLIMATE ADAPTATION AND RESILIENCY PROGRAM ADAPTATION PLANNING FUNDING (CM#2024.21)

Rachel Gray provided a presentation on the Adaptation Planning Grant Program Santa Ana River Watershed Regional Invasive Species Management, contained in the agenda packet on pages 81-93. SAWPA staff are pursuing a grant opportunity, made available through the Governor’s Office of Planning and Research (OPR) Integrated Climate Adaptation and Resiliency Program’s (ICARP) Adaptation Planning Grant Program (APGP) Round 2. The funding range for APGP planning projects is between \$100,000

and \$650,000. A total of \$9,500,000 is currently available for planning projects (i.e. not implementation/construction projects) and no local match is required.

The planned project will be the invasive species *Arundo donax* by removing an acre of this species, which grows in the Santa Ana River and other waterways, it saves 20-acre feet of water per year. Interested parties to this planning project include the SAWPA member agencies, Resource Conservation Districts, Watershed Stakeholders, U.S. Army Corps of Engineers, and Community-based organizations.

The SAWPA grant application scope is developed to align with state priorities and position the region to capitalize on future funding opportunities. The planning project developed is the Santa Ana River Watershed Regional Invasive Species Management Plan and is focused on the following tasks:

- Task 1 Outreach: Public education on removal of invasive species and their negative impacts on the ecosystem.
- Task 2 Analysis: Assess the impacts of invasive species on the health of the ecosystem (water consumption, outcompeting of resources for native species), study the linkages between invasive species and catastrophic fire in riverbed/riparian areas, and repopulation of invasive plant species post-fire.
- Task 3 Workgroup and Strategic Plan: Creation of a watershed-wide invasive species working group and strategic plan to establish shared decision-making processes for adaptation climate planning.
- Task 4 Aerial Mapping: Analyze aerial imagery to detect invasive species in the riverbed to determine success.

The benefits to the member agencies and other interested parties include:

- Increase local water supply resilience,
- Restoration of the natural habitat,
- Support Habitat Conservation Plan (HCP) permitting requirements (Orange County Water District and San Bernardino Valley Municipal Water District),
- Reduce the ignition source for fires,
- Support regional collaboration for invasive species removal, and
- Support grant funding opportunities for removal projects.

Ms. Gray noted that SAWPA also leads *Arundo donax* removal projects due to its historic management of Proposition 13 (2000 Water Bond) funding. That funding created the Southern California Integrated Watershed Program (SCIWP) and provided SAWPA \$4,000,000 to purchase 100 units in the existing Santa Ana River Mitigation Bank. The Santa Ana River Mitigation Bank was created in 1996 by an agreement with local bank manager Riverside County Regional Park and Open-Space District and the lead federal regulatory agency, the U.S. Army Corps of Engineers.

The grant application is due June 3, 2024, and if awarded the anticipated start date would be December 1, 2024, with an end date of December 31, 2026. Commissioner Gardner suggested when filling out the application to not reference *Arundo* as an ignition source like a spark or flame but use the term of volatile fuel and to add AI. There was no discussion.

MOVED, to authorize the General Manager, or designee, to submit a planning grant application to the Governor's Office of Planning and Research for the Integrated Climate Adaptation and Resiliency Program's Adaptation Planning Grant to implement the Santa Ana River Watershed Regional Invasive Species Management Project.

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

C. SANTA ANA RIVER WATERSHED WEATHER MODIFICATION PILOT PROGRAM UPDATE (CM#2024.22)

Rachel Gray provided a presentation on the Santa Ana River Watershed Weather Modification Pilot Program Status Update, contained in the agenda packet on pages 159-187. Chair Whitaker emphasized changing the project name from Santa Ana River Watershed Weather Modification Pilot Program to Santa Ana River Watershed Cloud Seeding Pilot Program. The pilot project began on November 15, 2023, and ended on April 15, 2024, for the first operational year. The pilot program is a ground-based seeding unit operations, and it targets the higher elevation mountains that drain into our watershed with the end goal to create additional precipitation. A total of 12 storms were seeded the first operational season. There was about 2,100 hours of generator runtime and about 32 flares, and not all units were always turned on, the meteorologist assessed to ensure the right conditions and what units to be turned on for it to be effective.

Ms. Gray provided an overview of the suspension criteria that is outlined in the operations plan to include flood, burn scars, severe weather, and real-time decisions so there's input from the Flood Control Districts. Lessons learned during the first year of operations include:

- Send notices to fire departments in advance of the start of Year 2 Operations.
- Be transparent with the public about technical studies conducted for cloud seeding.
- Maintain effective communication with sponsors to mitigate site access issues.
- Train backup site operators for continuous unit operations.
- Regularly troubleshoot cloud seeding units for optimal equipment operation.
- Collaborate with Flood Control Districts for environmental insights.
- Understand the impact of successive storms on infrastructure.

Ms. Gray highlighted a summary of the Communications efforts and responding to the public's comments and media inquiries through the weather modification email and pilot program hotline. 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. Validation tasks include the following:

- Task 1: Evaluate NAWC Operations (ongoing)
- Task 2: Snow Chemistry – collect baseline and seeded snow samples (awaiting lab analysis results)
- Task 3: Calculating the Seeding Snow-Water Equivalent: Assessing precipitation as rainfall and snowfall (ongoing)
- Task 4: Target/Control Statistical Analysis (ongoing)

- Task 5: Stream Flow Analysis (ongoing)

The Pilot Program schedule is as follows; the first-year summary report is anticipated to be completed in June 2024; the project validation tasks to be completed July 2024. Year 2 equipment mobilization is to be set in October 2024, with the Year 2 Operations start date of November 15, 2024.

The Commissioners commended Ms. Gray and staff for all their efforts and the thoroughness of the report and Commissioner Hall noted that although we're trying to accomplish the increase of precipitation, what is being heard from the public is that they feel this is impacting their health and we need to have a health organization or health expert to validate that it is not a health impact, and the expert can be a resource. Mr. Mosher noted that Ms. Gray is on the North American Weather Modification Council Weather Modification Board, and they are looking into doing a health study of silver iodine. There have been studies done previously that demonstrate the safety of silver iodine, though this study could be more comprehensive and up to date.

Commissioners Milford Harrison and Jasmin Hall emphasized not using the term weather modification and use cloud seeding. Mr. Mosher noted that he will coordinate with the Communications Specialist, Melissa Bustamonte, on revising materials and the website prior to the start of year two (2).

Michelle Gold appreciates bringing up the health concerns and would like to hear more on when the investigation will be relayed to the public. Tennessee has banned cloud seeding/weather modification. A bill passed preventing the practice of intentionally modifying the atmosphere to counteract global warming. Ms. Gold suggests SAWPA investigate what kind of evidence was gathered that might help move forward with the health and environmental concerns. Chair Whitaker noted that this meeting is intended to convey and stay tuned for forthcoming information, and the commission will be revisiting this item frequently. Commissioner Gardner suggested that it would be of some value to get a copy of Tennessee's legislation to analyze the reasonings of the banned bill.

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

7. INFORMATIONAL REPORTS

Recommendation: Receive for Information.

- A. **CASH TRANSACTIONS REPORT – FEBRUARY 2024**
- B. **CASH TRANSACTIONS REPORT – MARCH 2024**
- C. **INTER-FUND BORROWING – FEBRUARY 2024 (CM#2024.23)**
- D. **INTER-FUND BORROWING – MARCH 2024 (CM#2024.24)**
- E. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – FEBRUARY 2024 (CM#2024.25)**
- F. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – MARCH 2024 (CM#2024.26)**
- G. **PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, FEBRUARY 2024**

H. **PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, MARCH 2024**

I. **PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, FEBRUARY 2024**

J. **PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, MARCH 2024**

K. **THIRD QUARTER FYE 2024 EXPENSE REPORT**

- General Manager
- Staff

L. **BUDGET VS ACTUAL VARIANCE REPORT FYE 2024 THIRD QUARTER – MARCH 31, 2024 (CM#2024.27)**

M. **FINANCIAL REPORT FOR THE THIRD QUARTER ENDING MARCH 31, 2024**

N. **GENERAL MANAGER REPORT**

Jeff Mosher reported to the Commission that the Agua Mansa Lateral Project is complete, and the PA 24 Committee approved the issuance of a Notice of Completion. Mr. Mosher also noted that SAWPA staff is working through the details for the Climate Adaptation Resiliency plan proposal and will bring it back to Commission for an update.

O. **COMMUNICATIONS REPORT – MARCH 2024**

Jeff Mosher highlighted the Communication Reports, contained in the agenda packet on pages 313-317. It is important to display the efforts we're doing in terms of developing relationships with the member agencies and other agencies.

P. **COMMUNICATIONS REPORT – APRIL 2024**

Q. **STATE LEGISLATIVE REPORT – MARCH 2024**

R. **STATE LEGISLATIVE REPORT – APRIL 2024**

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

Chair Whitaker reported that he attended the ACWA Conference and highlighted that Governor Newsom was there to address the group, overall, a very good and positive conference.

T. **COMMISSIONERS' COMMENTS**

There were no Commissioners' comments received.

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

There were no 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 10:42 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, June 4, 2024.

Bruce Whitaker, Chair

Attest:

Sara Villa, Clerk of the Board

COMMISSION MEMORANDUM NO. 2024.28

DATE: June 4, 2024
TO: SAWPA Commission
SUBJECT: Updated Personnel Handbook Approval
PREPARED BY: Shavonne Turner, Administrative Services Manager

RECOMMENDATION

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

DISCUSSION

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

The Handbook was last updated and approved on November 21, 2023.

The changes are summarized as follows:

- Updated sections to comply with current law.
- Updated with gender-neutral pronouns.
- Removed language that prohibits salary updates of introductory employees to comply with CalPERS pay schedule requirements.
- Added authority for the General Manager to modify vacation accrual for employees.
- Removed conflicting language regarding holiday pay for part-time employees.
- Updated sick leave provision to reflect accurate payroll procedures.
- Updated Appendix 1 – Position list and titles.

RESOURCE IMPACTS.

None.

Attachments:

1. Personnel Handbook 2023 (redline version)

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SANTA ANA WATERSHED PROJECT AUTHORITY

PERSONNEL HANDBOOK

Amended and Adopted on [June 4, 2024](#)~~November 21, 2023~~
(This Personnel Handbook supersedes all previously adopted Personnel Handbooks)



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I. HANDBOOK OVERVIEW AND INTERPRETATION

1. Welcome!

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

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

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

2. Organization

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

3. Right to Revise the Personnel Handbook

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

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

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

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

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

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

II. INTRODUCTION TO EMPLOYMENT

1. Equal Employment Opportunity

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

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

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

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

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

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

2. Employment Conditions

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

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

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

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

3. At-Will Employment Status

SAWPA personnel are employed on an at-will basis. Employment may be terminated with or without cause, without a right to a review or an appeal (except as provided for in the Disciplinary Action Section on page 39), and with or without advance notice at any time by the employee or SAWPA. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of SAWPA has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the SAWPA Commission has the authority to make any such agreement, which is binding only if it is in writing.

4. Introductory Period

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

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

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

5. Job Duties

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

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

6. New Positions

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

7. Recruitment and Hiring Authority

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

8. Definitions

A. Contract Employee

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

B. Exempt Employees

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

Exempt employees shall be paid an established monthly or annual salary and are expected to fulfill the duties of their positions regardless of hours worked. Exempt employees are not eligible to receive overtime compensation or compensatory time off, and are not required to adhere to strict time, recordkeeping, and attendance rules for pay purposes. The current fiscal year positions (and their exempt/non-exempt status) are listed in [Appendix 1](#). This Appendix may be updated at least annually.

C. Interns

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

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

Interns may work no more than 960 hours in a fiscal year (July 1 – June 30). Interns also may not work more than 18 months before their term of service expires. These quantities may be less, if so stated in the *Offer of Employment* letter. At the discretion of the General Manager, an intern may be offered additional terms of service.

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

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

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

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

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

D. Non-Exempt Employees

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

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

E. Staff Augmentation

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

F. Part-time Employee

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

CalPERS participation is available to part-time employees if they are scheduled to work or they have worked 1,000 hours or more within a fiscal year, as provided for in the California Public Employees' Retirement law (Government Code, Section 20305).

G. Regular ("Full-time") Employee

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

9. Employment of Relatives

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

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

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

III. WORK SCHEDULE; WAGES AND HOURS

1. Payment of Wages

A. Biweekly Pay Periods

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

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

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

[Final paychecks will be issued on or before the next normal payday. Please refer to the Leaving SAWPA section on page 65 for information on final paychecks.](#)

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

B. Timekeeping Requirements

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

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

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

It is the responsibility of each employee to submit his/her/their own timesheet thereby certifying the accuracy of all time recorded, and certifying that the employee has complied with

meal and rest break requirements. Department Managers will review and approve their staff's time-sheets.

C. *Alternative Workweek*

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

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

i) Work Schedule

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

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

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

ii) Bereavement Leave

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

iii) Jury Duty

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

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

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

iv) Observed Holiday Time

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

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

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

v) Vacation Time

Vacation time is calculated as follows:

4/10 Work Schedule

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

9/80 Work Schedule:

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

D. Meal and Rest Periods

All employees must take periodic rest break periods, not-to-exceed fifteen (15) minutes for every four (4) hours of consecutive work, to be taken in the middle of each four-hour period. Rest periods shall be scheduled in accordance with the requirements of the department. Break periods shall be duty free, and are intended to be a break from regular work.

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

their Department Manager. Meal periods shall be duty free, are intended to be a break from regular work, and may be taken outside the workplace.

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

Rest periods and meal periods may not be combined.

E. Overtime

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

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

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

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

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

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

Time-and-one-half

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

Double-time

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

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

i) Overtime Opportunities

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

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

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

F. Compensatory Time Off (CTO)

An employee may elect to accumulate compensatory time in lieu of overtime pay.

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

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

2. Attendance

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

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

overtime, and authorizing leaves.

3. Pay for Mandatory Meetings/Training

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

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

IV. SALARY AND PERFORMANCE

1. Salary Administration

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

A. COLA

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

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

B. Merit Pool

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

Only regular full-time and part-time employees are eligible for a merit increase.

C. Bonus

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

D. Acting Pay

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

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

E. Salary Range Assignments

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

The General Manager will direct the creation of an annual salary range assignment table that is available to all employees on the SAWPA website and the common network drive.

F. Performance Evaluation

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

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

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

G. Guidelines for Salary Increases Based on Performance

Salary increases will be based on work performance in the evaluation period. Subject to the Commission's budget approval, and delegation of authority to the General Manager, the employee may receive a salary increase for merit, promotion, and/or reclassification. Salary increases are given at the General Manager's discretion, based upon the performance and

contribution of the employee, but at no time shall the net sum of the increase exceed the total annual merit pool as approved by the Commission.

H. Promotion

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

I. Classification Reduction

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

If an employee's salary is reduced, that employee shall be placed in a salary closest to their current salary in the new range. In the event the employee's current salary exceeds the maximum salary of the new range, the General Manager may make a determination of a reduction to the employee's salary to the maximum salary of the new range.

J. Severance Pay

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

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

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

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

2. Personnel Records

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

The General Manager and designated administrative staff have access to all employee personnel files. Department managers and supervisors have access only to personnel files for those employees they

supervise unless there is a business-related need to review a file as approved by the General Manager.

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

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

3. Change of Personnel Status

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

V. EMPLOYEE BENEFITS

1. Vacation

A. Vacation Entitlement

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

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

B. Vacation Accrual

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

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

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

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

An employee may not accrue more than 324 hours total. Employees are encouraged to use their vacation and they cease accruing vacation when they reach the limits above. In December of each calendar year, employees may submit one irrevocable vacation cash out request form. The cash out request is capped at 50% of the vacation accrual for the following calendar year, i.e., if the vacation accrual in the next calendar year is 150 hours, the cash out is limited to 75 hours. Requests are subject to approval by the General Manager and budget availability.

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

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

C. Unused Accrued Vacation Leave Payout Provisions

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

2. Holidays

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

A. Floating Holiday

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

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

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

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

B. Holiday Schedule

The holiday schedule is as follows:

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

3. Employee Assistance Program

SAWPA maintains an Employee Assistance Program (EAP) to help employees who have personal problems, including alcohol and drug abuse, which impair or have the potential to impair their work performance. This service is strictly confidential. It is the employee's responsibility, however, to seek help. EAP assistance is also available for family emotional concerns, relationship issues, and financial and legal matters.

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

4. Other Benefits

A. Medical Benefits

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

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

i) Medical Coverage for Retirees

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

Retirees will be offered the once per year opportunity to change plans during Open Enrollment, typically held in October/November. Changes made will be in effect for the duration of the following calendar year. Spouses not enrolled in coverage at the time of retirement are not eligible to be added later. If the retiree decides to terminate participation in the retiree medical plans, they will not be permitted to reenroll.

ii) ~~Retirees will be offered the once per year opportunity to change plans during Open Enrollment, typically held in October/November. Changes made will be in effect for the duration of the following calendar year. Spouses not enrolled in coverage at the time of retirement are not eligible to be added later. If the retiree decides to terminate participation in the retiree medical plans, they will not be permitted to reenroll.~~ **Medical Benefits Continuation Coverage**

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

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

B. Dental Benefits

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

i) Dental Benefits Continuation Coverage

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

C. Vision Benefits

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

i) Vision Benefits Continuation Coverage

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

D. Life Insurance

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

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

E. Disability

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

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

F. Unemployment Insurance

All employees are covered under the State Unemployment Insurance Program.

G. Public Employees Retirement System

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

H. Wellness Program

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

I. Professional Memberships

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

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

J. Deferred Compensation

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

K. Lactation Accommodation

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

Any employee shall have the right to request lactation accommodation by submitting the request for such accommodation in writing to their supervisor or the General Manager. The request should be submitted at least thirty (30) days prior to the date when the accommodation will be required and must include an estimate of the length of time for which the accommodation is required. The request shall also include any facilities the employee will need in connection with the lactation accommodation in order to facilitate the employee's expressing and storage of milk. SAWPA will respond to any request for lactation accommodation within ten

(10) days of receipt of the request, stating how it will accommodate the request. An employee has the right to file a complaint with the California Labor Commissioner if the Company violates the employee's right to such lactation accommodation.

VI. LEAVES OF ABSENCE

1. Sick Leave

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

A. Sick Leave Accrual

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

An employee shall not accrue sick leave credit during any month in which the employee is absent without pay for more than six (6) full working days. In the event an employee is required to work part-time by direction of a physician, sick leave credit shall be prorated. Sick leave will continue to accrue if an employee is absent due to an injury arising out of or in the course of employment and is receiving Workers' Compensation benefits.

Those employees and interns not eligible for sick leave under SAWPA's plan are nonetheless entitled to sick leave under the Healthy Workplaces, Healthy Families Act of 2014 and Senate Bill 616 (effective January 1, 2024). Employees are entitled to one hour of sick leave for every 30 hours worked ~~provided that the accrual is on a regular basis so that an employee has no less than 3 days or 24 hours of accrued sick leave by the 120th calendar day of employment and no less than 5 days or 40 hours of accrued sick leave by the 200th calendar day of employment, up to a maximum of 40 hours.~~ Unused sick leave may be carried over from one year to the next, up to a cap of 80 hours.

B. Sick Leave General Provisions

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

The employee and the employee's supervisor shall be responsible for control of any abuse of the sick leave privilege. For absences of five (5) working days or more, a written request for leave and medical statement, on prescribed forms, stating the expected date of return must be submitted to the Department Manager and HR. Upon return to work, a written doctor's release must be submitted to the Department Manager and Human Resources.

C. Sick Leave Pay Out Provisions

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

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

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

2. Family and Medical Leave

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

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

- A. Eligibility.** If an employee has completed at least twelve (12) months of service with SAWPA, and has at least 1,250 hours of service with SAWPA during the previous 12-month period, the employee may request family and medical leave up to 12 weeks in a 12 month period. The 12 week leave allowance includes any time taken (with or without pay) for any of the following reasons:
- i. To care for a newborn child of the employee or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement.
 - ii. Because of the employee’s own serious health condition, including a serious health condition resulting from an on-the-job illness or injury, that makes the employee unable to perform his or hertheir job at all, or unable to perform any one or more of the essential functions of his or hertheir job. Excluded from this policy are disabilities caused by the pregnancy, childbirth, or related medical conditions, which is covered by SAWPA’s separate pregnancy disability policy as set forth below.
 - iii. To care for a spouse, child, parent, domestic partner or child of a domestic partner, or a designated person with a serious health condition. A designated person is any individual

related by blood or whose association with the employee is the equivalent of family relationship. The designated person is to be identified at the time the employee requests leave and employees are limited to one designated person per 12-month period.

- iv. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves:
 - (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
 - (b) Continuing treatment by a health care provider.

B. Pay During Leave. An employee on leave because of ~~his or her~~their own serious health condition must use all accrued sick leave and may use any or all accrued vacation at the beginning of any otherwise unpaid leave period. An employee on leave for childcare or to care for a spouse, parent, or child with a serious health condition may use any or all accrued vacation at the beginning of any otherwise unpaid leave. All other family care and medical leaves are unpaid leaves. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the leave. The employee does not continue to accrue vacation and sick leave during any period of unpaid leave.

C. Health Insurance. SAWPA shall maintain the employee’s health coverage at the same level and under the same conditions that would have been provided if the employee had continued working. This means that if the employee’s health insurance amount is above the current cap approved by the SAWPA Commission, SAWPA will continue to deduct the over cap amount from the employee’s supplemental check or if it was arranged previously that the leave is without pay, the employee shall be solely responsible for submitting payments on time of over the cap amounts to SAWPA for continued coverage.

If the employee has elected to participate in any of the optional benefits SAWPA offers (Flexible Spending Accounts, Aflac, 457 Plans, or Voluntary Life insurance) their monthly premiums will be deducted from their supplemental check. ~~or if~~ if it was arranged previously that the leave is without pay, the employee shall be solely responsible for submitting payments on time for continued coverage in Voluntary Life insurance, 457 Plans, and Aflac; Flexible Spending Accounts will be suspended for the duration of any unpaid leave.

If you are on FMLA and are not eligible for continued paid coverage, or if paid coverage ceases, you may continue your group health insurance coverage through SAWPA in conjunction with federal COBRA guidelines by making monthly payments to SAWPA for the amount of the applicable premium. Contact the Human Resources Department for further information.

D. Return to Work. During a family care and medical leave, employees retain their seniority and employment status with SAWPA. Upon return from a requested family care or medical leave, SAWPA will make every effort to restore the employee to the same or comparable position held before going on leave. However, if the employee’s position was eliminated during the leave, SAWPA does not guarantee re-employment.

Employees returning from leave shall have no less seniority than they had when the leave commenced for purposes of layoff, promotion, job assignment, and seniority related benefits such as vacation. This policy applies to all employees. The policy set forth in subdivision 4, below, regarding returning to work from a leave of absence, shall apply to family care and medical leave, where applicable.

- E. **Requesting Family Care and Medical Leave.** An employee should request family care and medical leave in writing to the General Manager. An employee should provide not less than thirty (30) days' notice, or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or ~~his or her~~their spouse, child, domestic partner or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for leave was an emergency or was otherwise unforeseeable. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt SAWPA's operations.

If family care and medical leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent, domestic partner or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If family care and medical leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that SAWPA will grant a request for leave for this purpose of at least one day but less than two weeks duration on any two occasions.

An employee on family care and medical leave may not accept employment with any other employer without SAWPA's written permission. An employee who accepts such employment will be deemed to have resigned from employment with SAWPA.

3. Pregnancy Leave

Under the California Fair Employment and Housing Act ("FEHA"), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave ("PDL"). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth, or related medical conditions up to four months (or 88 work days for a full time employee) per pregnancy.

The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.

Generally, SAWPA is required to treat your pregnancy disability the same as SAWPA treats other disabilities of similarly situated employees. Consequently, PDL is unpaid leave.

You should give notice of your need for a pregnancy-related leave of absence as soon as you know, with reasonable certainty, the expected date on which your leave will begin. You should submit a Request for Leave of Absence. You are required to obtain certification from your health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include: the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer; the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. You also may be eligible for state disability insurance for the unpaid portion of your leave.

Taking a pregnancy disability leave may impact certain aspects of your benefits and your seniority date. If you want more information regarding your eligibility for a leave or the impact of the leave on your seniority and benefits, please contact Human Resources.

A. Benefits during Unpaid PDL

If you take PDL, SAWPA will maintain group health insurance coverage for up to a maximum of four (4) months (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. (Leave under this policy runs concurrently with family and medical leave under Federal law, but not under California law.) SAWPA may recover premiums it paid to maintain health coverage for you if you fail to return to work following PDL.

If you are on PDL and are not eligible for continued paid coverage, or if paid coverage ceases, you may continue your group health insurance coverage through SAWPA in conjunction with federal COBRA guidelines by making monthly payments to SAWPA for the amount of the relevant premium. Contact the Human Resources Department for further information.

B. Return from PDL

Upon expiration of leave, an employee is entitled to be reinstated to the same or a comparable position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the PDL.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and SAWPA, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of ~~his or her~~their readiness to return.

4. Personal Leave

Employees may be granted an unpaid leave of absence to attend to personal matters in cases in which the General Manager determines that an extended period of time away from the job will be in the best interests of the employee and SAWPA. Employees may be permitted to take up to 12 work weeks of personal leave within a continuous 12-month period. An employee may be permitted to use any accrued vacation time for personal leave. SAWPA will not maintain group health insurance coverage during Personal Leave and the employee and their dependents will be offered COBRA continuation coverage.

Employees, who are unable to report for work because of arrest and incarceration, shall be placed on unpaid personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until the disposition of the charges or no more than 30 days. If the employee is freed on bail, a decision will be made by the General Manager whether to allow the resumption of active employment pending disposition of the charges. The General Manager will determine whether resumption of normal duties would be consistent with SAWPA's needs and requirements.

5. Jury Duty

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

A juror who is employed by a federal, state, or local government entity, or by any other public entity who receives regular compensation and benefits while performing jury service, may not be paid the fee described. Employees of SAWPA should not be paid a jury fee for service. Mileage reimbursement, however, is acceptable. Employees serving longer the 80 hours are entitled to collect jury fees, and may also use sick and vacation leave during the period they are off work. Additional time off for jury service is at the discretion of the General Manager.

An employee shall give the supervisor reasonable advance notice, with supporting documentation, of the intention to take time off.

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

6. Witness and Victim Leave

An employee who is required to attend a court, arbitration, or administrative hearing as a victim or witness shall be entitled to reasonable unpaid leave. Such an employee shall give the supervisor reasonable advance notice, with supporting documentation, of the intent to take time off. An employee may use any accrued unpaid vacation time for such leave.

7. Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

SAWPA will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks.

8. Crime or Abuse Victim's Leave

Employees who are victims of crime or abuse, including domestic violence, sexual assault, stalking, or a crime that caused physical injury or, in certain cases, mental injury, or that resulted in the death of an immediate family member may need time off for legal proceedings, such as obtaining a restraining order, or for medical treatment. Employees also are entitled to use mandatory paid sick days for these purposes.

9. Military Leave

An employee shall be granted military leave as specified below, provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility, or unreasonableness. In the granting of such leave, SAWPA may require verification of an employee's military orders.

A. Types of Military Leave Are:

i) Emergency National Guard leave

An employee who, as a member of the National Guard, is called to active duty by proclamation of the Governor during a state of emergency is eligible for emergency National Guard leave. An employee, who as a member of the National Guard, is called to active Federal military duty at the request of the President of the United States is **not** eligible for emergency National Guard leave, but shall be granted long-term military leave as described below.

ii) Long-term military leave

An employee who enlists or is ordered into active-duty service of any length or active-duty training in excess of 180 days or is ordered into active Federal military duty as a member of the National Guard or regular reserves is eligible for long-term military leave. Such leave shall be granted for a period not-to-exceed five (5) years. In addition,

leave shall be granted for a period up to six (6) months from the date of release from duty.

iii) Physical examination leave

An employee who is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency is eligible for physical examination leave.

iv) Reserve training leave

An employee is eligible for reserve training leave for inactive duty, such as weekly, monthly meetings, or weekend drills.

v) Temporary military leave

When an employee is ordered to full-time active military duty for training for a period not-to-exceed 180 calendar days, including time spent traveling to and from such duty, the employee is eligible for temporary military leave.

B. Pay for Leave

Employees granted temporary military leave or emergency National Guard leave are entitled to receive their regular SAWPA salary for up to 30 calendar days and any military pay (including allowances). Employees granted physical examination leave also are entitled to receive the difference between their regular SAWPA pay and any military pay (including allowances).

In addition, for any type of military leave defined in this section that extends more than 30 days, employees are eligible for military leave with pay if the employee is ordered to service involuntarily or pursuant to a reserve or National Guard status that existed when SAWPA employment began and the employee has completed 12 months of continuous SAWPA service immediately prior to the granting of the military leave.

During military leave with pay, SAWPA will pay the employee the difference between ~~his or her~~^{their} regular SAWPA pay and total military pay (base pay and allowances). The purpose of this is to make the employee “whole” with regards to salary, and not incur any undue hardship as a result of military leave. SAWPA will implement this policy by withholding from the employee’s normal pay the amount of the total military compensation via payroll deduction. Employees beginning military leave must provide SAWPA with a military pay stub or other acceptable documentation as soon as possible so that SAWPA can make the correct payroll deductions after the first 30 calendar days. SAWPA will pay the employee this adjusted salary (less any taxes, benefit contributions, and court ordered deductions) on the normal biweekly pay schedule.

During military leave with pay, SAWPA will pay the salary difference as described above for holiday time. The employee will not accrue vacation or sick leave.

During the first 12 months of military leave, at the employee’s normal review date, the employee will be considered for a performance based pay increase as though not on military leave, based on the employee’s most recently completed performance review.

During all military leave, all step increases pay will be processed on the employee's normal review date, and COLAs will be applied as though the employee were not on military leave.

An employee who is **not** eligible for military leave with pay may have such absence(s) charged to accrued vacation (except sick leave), or the military leave may be without pay.

C. Reinstatement

Following release from military service, an employee shall have, at the minimum, such right to return and protection from discharge as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Employees granted military leave for a period not-to-exceed 180 days and who are honorably separated from military service shall be reinstated to the position they would have held had they remained continuously employed. Employees granted military leave for a period not-to-exceed five (5) years and who are honorably separated from military service, shall be reinstated to the position they held prior to leave being granted provided they return to work within 12 months from the date of release from duty. If the position no longer exists, a comparable position in terms of pay, benefits, status, seniority, and conditions of employment shall be provided, if available, and the employee is qualified or can become qualified through SAWPA's reasonable efforts.

D. Effect on Benefits

i) Health

Leave is less than 31 days

SAWPA will continue to provide health coverage as if the employee were not on leave.

The employee will continue to pay ~~his or her~~their portion of the health benefits (amount above the current cap approved by the Commission).

Leave more than 31 days

SAWPA will continue to provide health coverage until the end of the month of the 31st day of leave. After the end of the month following the 31st day, the employee may elect to continue coverage for up to 24 months or for the period of military service, whichever is shorter. As with COBRA, the employee may be required to contribute up to 100% of the full premium plus a 2% administration fee.

For example, if the employee goes on leave in the middle of March, SAWPA would provide health coverage for the employee until the end of April. However, the employee still would be responsible for the amount above the current cap set by the Commission. Beginning on May 1, the employee could elect continuation coverage under COBRA, but may be required to contribute up to 100% of the full premium plus a 2% administration fee.

ii) PERS

For employees on military leave with pay, the difference between the employee's SAWPA pay and military pay is **not** eligible for PERS, in accordance with Government Code Sections 20630-20364.

However, employees on military leave may be eligible for non-compensated absences or specially compensated absences under California law. Employees should consult the Human Resources Department for instructions on obtaining military service credit.

10. Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to the General Manager within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

11. Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency response personnel. Time performing such duties may be paid time off if it is approved in advance by the General Manager. Otherwise, it is unpaid leave. You also are eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

12. Bereavement Leave

Upon request, and with the prior approval of the General Manager, regular (including introductory) employees shall receive necessary time off up to five (5) days in accordance with AB1949 [and SB848](#). Bereavement Leave provides time to attend to matters related to death and grievance associated with the death of a family member [or in the case of a reproductive loss event](#) (defined below). Employees may be granted up to three (3) days of absence with pay for the death of a family member [or in the case of a reproductive loss event](#). An additional two (2) days may be taken using existing leave or unpaid leave within three months of the death. The five (5) days of leave do not have to be consecutive.

If the employee must travel beyond 500 miles in any one instance to arrange for or attend a funeral, they may be granted the full five (5) days with pay.

Documentation of the death of a family member may be required within 30 days of the date of bereavement leave. This includes death certificate, published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.– [However, in the case of bereavement leave due to a reproductive loss event, such documentation requirements are waived with regards to documentation required for bereavement leave.](#)

For purposes of this section, “immediate family” shall mean father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, child, step-child, grandchild, grandparent, former or current legal guardian, or any family

member with whom the employee resides.

An employee may use accrued leave to attend services related to the death of a non-immediate family member upon approval of the General Manager. Requests to use accrued sick leave require the approval of the General Manager.

For purposes of this section, a reproductive loss event is any of the following:

- Miscarriage
- Stillbirth
- Failed adoption if the employee would have been the parent of the child – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason.
- Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails.
- Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

An employee can take leave following their own reproductive loss event or that of another person, such as spouse or partner.

An employee may use accrued leave for additional bereavement days. Request to use accrued sick leave requires the approval of the General Manager.

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

13. Management Leave

In recognition of the additional time required (e.g., evening meetings, occasional weekends, etc.) by department managers, the following management leave policy shall be implemented.

- Each department manager shall receive five (5) days of management leave per calendar year. One day is equivalent to nine (9) hours.
- Management leave does not accrue.
- Any unused Management leave hours will be either:
 - a. Paid out on the last paycheck of the current calendar year; or
 - b. Paid out on the last paycheck of the current year with the value of the unused management leave hours transferred to the 457 Deferred Compensation Program provided it does not cause the employee to exceed the annual deferral limits set by law.

14. Time Off for Voting

Employees will be allowed up to two (2) hours off with pay to vote at local, state, and national elections if sufficient time is not available outside of regular working hours due to the employee's work schedule/workload.

15. School Activities Leave

Consistent with State Labor Code Sections 230.7 and 230.8, employees shall be entitled to unpaid leave to participate in activities of the school or licensed child day care facility of any of their children, if reasonable notice is given to SAWPA. The employee's supervisor may require documentation from the school or licensed child day care facility as proof that the employee participated in such activities on a specific date and at a particular time. Time off for this purpose may not exceed 8 hours in any month, and may not exceed 40 hours in any calendar year.

Additionally, Section 48900.1 of the Education Code provides that employees required to attend a portion of the school day in class as a result of their child being suspended from class, must be allowed to attend. Employees may use available accrued vacation, floating holidays, or compensatory time off for the above purposes, or may use time off without pay. Employees using time off for this purpose shall not be discriminated against in any way by SAWPA for using such time. The use of this type of leave will not be a factor in an employee's performance review, provided reasonable notice and documentation from the school is provided to the employee's supervisor.

16. Non-Serious Family Health Leave

Employees are permitted to use, in any calendar year, accrued sick leave in an amount not more than the amount earned during six (6) months employment to care for a sick child, parent, spouse or State registered domestic partner due to routine illness (such as cold, flu, earache, etc.), and generally are not subject to disciplinary action for such use. For example, a full-time employee would be permitted to use up to 48 hours/calendar year of accrued sick leave for this purpose. The use of this type of leave will not be a factor in employee performance reviews, provided employees notify their supervisor of projected sick leave use at the time leave is taken.

VII. EMPLOYEE RELATIONS; WORKPLACE STANDARDS

1. Drug and Alcohol Abuse

A. Controlled Substance Policy and Program Purpose

The purpose of this policy and program is to provide a safe workplace by addressing the hazards of alcohol and controlled substance use on the job. ~~Because drug and alcohol use on the job has serious consequences, it is the policy of SAWPA that the use of alcohol and/or controlled substances will not be tolerated in the workplace. Moreover, SAWPA will not tolerate employees reporting to work under the influence of alcohol or controlled substances.~~

The use of or impairment by alcohol, marijuana, illegal drugs, or any other controlled substances is strictly prohibited in the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, health, and seriously impair the Agency's operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Agency to the risks of property loss or damage, or worse, injury to other persons. The following rules and standards of conduct apply to all employees while on duty, on Agency property, while working on Agency business, or while operating Agency-owned vehicles or equipment.

Violation of these rules and standards of conduct will not be tolerated. Employees who violate this policy will be disciplined, up to and including termination. Depending on the circumstances, the Agency also may bring the matter to the attention of appropriate law enforcement authorities.

Physician-prescribed medication is permitted, provided that such medication does not adversely affect the employee's job performance or the safety of the employee, or other individuals in the workplace. Failure to report use of prescription drugs that could potentially impair job performance and create a hazardous condition for the employee or others is violation of this policy.

Employee, supervisors, or managers shall notify their Department Head or designee when they reasonably suspect that an employee may be under the influence of drugs or alcohol while at work or have illegal drugs in his or her possession during work hours. If the Department Head or designee concurs that there is reasonable suspicion of use and/or impairment of drugs or alcohol during work hours, the Department Head will discuss such suspicion with the employee and may choose to send the employee home for the day without pay. The Agency is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol, or marijuana use.

Subject to all of the provisions of this policy, violation of this policy will result in disciplinary action, which action may include termination.

This policy supersedes all previous drug and alcohol policies.

B. Applicability of This Policy

This Policy applies to all SAWPA employees.

C. Responsibilities of Management and Employees

Management: responsible for providing a workplace environment free of drugs and alcohol and to arrange for feasible resources, training and substance abuse professionals.

Supervisors: responsible for supporting, enforcing and complying with this policy and, if trained in drug and alcohol detection, are responsible for determining whether employees are under the influence of drugs and/or alcohol.

Employees: responsible for complying with this policy and for not using, being under the influence of, selling or possessing controlled substances or alcohol on SAWPA property, in SAWPA vehicles, or with SAWPA equipment.

Employees are required to submit to drug and alcohol testing pursuant to this policy. They must also abide by U.S. Department of Transportation and State Regulations (Title 49), as amended from time-to-time, regarding alcohol and drug use prior to reporting to work and during work hours.

D. Policy and Program Administration

The General Manager is the Program Administrator and is responsible for the overall administration of this Policy and Program.

The General Manager may delegate Program Administration.

Supervisors of affected employees shall make themselves available to employees to answer questions regarding this Policy.

E. Definitions (Title 49, Code of Federal Regulations, Section 382.107 plus 391)

i) Alcohol

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

ii) Alcohol Concentration

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

iii) Alcohol Use

The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

iv) Breath Alcohol Technician (BAT)

An individual qualified to instruct and assist individuals in the alcohol testing process using an Evidential Breath Testing (EBT) device.

v) Commercial Motor Vehicle

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.
- Has a gross vehicle weight rating of 26,001 or more pounds.
- Is designed, used, or maintained to transport more than 16 passengers, including the driver.
- Is of any size and is used in the transportation of materials found to be hazardous for purposes of Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations (49 Code of Federal Regulations, Part 172, Subpart F).

vi) Confirmation Tests

This test shall be conducted whenever the initial screening test renders a positive result, as follows:

- For alcohol: a second test following a screening test with a breath alcohol test result of 0.02% or greater.
- For controlled substances: a second analytical procedure to identify the presence of a specific drug or metabolite and which is independent of the screening test and uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy, such as gas chromatograph/mass spectrometry (GC/MS) which is used as the confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

vii) Controlled Substances (or, Drugs)

- Marijuana and its derivatives.
- Cocaine and its derivatives.
- Opiates and their derivatives.
- Amphetamines and their derivatives.
- Phencyclidine (PCP) and its derivatives.
- 6-Acetylmorphine (6-AM).
- Methylenedioxymethamphetamine (MDMA).

viii) Controlled Substances Test (or, Testing)

A test for controlled substances.

ix) Driver

Any employee who operates a commercial motor vehicle in the course of employment. This includes, but is not limited to, regular, part-time, contract, temporary or probationary drivers.

x) Employee

Any SAWPA employee, whether regular, part-time, contract term, temporary or introductory.

xi) Medical Review Officer (MRO)

A licensed physician who is responsible for receiving laboratory results and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results with their medical history and other relevant biomedical information.

xii) On-Duty Time

All time from the time an employee begins to work or is required to be in readiness to work until the time the employee is relieved from work and from all responsibility for performing work.

xiii) Refuse to Submit

Refusal to submit to an alcohol or controlled substance test means that a SAWPA employee fails or refuses to provide adequate breath for testing without a valid medical explanation, and/or fails or refuses to provide an adequate amount of ~~urine~~ saliva for controlled substances testing without a valid medical explanation after receiving notice of the requirement for testing, or engages in conduct that obstructs the test process.

xiv) Safety Sensitive Employees

Any employee who, in the regular or foreseeable discharge of ~~his or her~~ their responsibilities, has the responsibility for ~~his or her~~ their own safety and the safety of others.

Safety-Sensitive Functions include:

- Operation of a commercial motor vehicle.
- Maintaining commercial motor vehicles.
- Supervising an employee who performs a safety-sensitive function.
- Any function which involves some special and obvious physical or ethical demand, and the compromise of the employee's ability to meet such demands could have an immediate disastrous consequence upon public safety or security.
- All time at a carrier or shipper, plant, terminal, facility or other property, waiting to be dispatched, unless relieved from duty by the employer.
- All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth.)

xv) Screening Test

- For alcohol, it is a breath test or saliva test.
- For controlled substances, it is a ~~urine test~~ saliva or blood test.

xvi) Substance Abuse Professional

A licensed physician, a Medical Review Officer, a licensed or certified psychologist, social worker, certified employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

xvii) Under the Influence

- For alcohol, legal concentration is the State legal limit (0.08%).
- For controlled substances, a positive confirmation test result for that specific drug.

F. Testing Methods

- Alcohol screening tests will use breath or saliva samples only.
- Alcohol confirmation tests will use breath samples confirmation.

- Controlled substances screening tests will use ~~urine samples only~~ saliva or blood samples only.
- Controlled substance confirmation tests will use ~~urine~~ saliva or blood samples only.
- Employees that fall under the direct guidelines of DOT/RESPA, split urine samples - will be conducted with a Medical Review Officer for positive tests.

G. Laboratory Selection and Test Equipment

- Only Department of Human and Health Services' (DHHS) approved and certified laboratories will be utilized for all employee drug testing.
- Only Evidential Breath Test devices approved by the National Highway Traffic Safety Administration will be used in the breath alcohol confirmation test. However, for the Alcohol Screen Test, the saliva test procedure may be used.

H. Types of Tests

i) Follow-Up Testing

Following a determination made by a substance abuse professional (SAP) that a SAWPA employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing as directed by the SAP.

Notwithstanding the provisions above, for safety-sensitive employees, follow-up testing also shall be conducted while the employee is performing safety-sensitive functions, just before performing safety-sensitive functions, or just after performing safety-sensitive functions.

ii) Post-Incident Testing

As soon as practicable following an incident during employment hours involving a SAWPA safety sensitive employee, that employee shall be tested for alcohol and/or controlled substances:

- If the incident involved the loss of human life.
- If the employee receives a citation under State or local law for a moving traffic violation resulting from a traffic accident.
- If an involved party requires immediate medical assistance away from the scene of the incident or if any of the involved vehicles is towed from the scene of the incident.

If a post-incident alcohol test required by this Policy is not administered within two hours following the incident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If an alcohol test required by this section is not administered within eight hours following the incident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.

If a post-incident controlled substance test required by this Policy is not administered within 32 hours following the incident, the supervisor shall cease attempts to administer a controlled substance test, and prepare and maintain on file a record stating the reasons the test was not promptly administered.

An employee who is subject to post-incident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing. Nothing in this Policy shall be construed to require the delay of necessary medical attention for injured people following an incident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The results of a breath, ~~saliva, or blood or urine~~ test for the use of controlled substances conducted by the Federal, State or local officials having independent authority for the test shall be considered to meet the requirements of this Policy, provided such tests conform to applicable Federal, State or local requirements and the results of the tests are obtained by SAWPA.

iii) Pre-Employment Testing

New applicants for safety-sensitive employment may be tested for alcohol and controlled substances, based upon the job duties, after a conditional job offer has been made, but before the offer is accepted. The results must be negative.

Exception: If the supervisor confirms and obtains the results from the previous employer that the applicant has participated in another drug testing program within the past six months and the results were negative.

Drug and alcohol testing shall be performed at Kaiser Permanente Occupational Medicine, 10800 Magnolia Avenue, Module 4J, Riverside, Ca. 92503, (951) 353-4322, or such other facility as SAWPA authorizes.

iv) Promotion Testing

All safety-sensitive employees may submit to a drug and alcohol tests after a promotion is offered, but before the promotion is accepted by the employee at the discretion of the General Manager. The results must be negative.

v) Random Testing

All SAWPA employees who perform safety-sensitive functions shall submit to random alcohol and controlled substance testing. The Program Administrator shall provide supervisors with names of the safety-sensitive employees selected to be tested, the date and time of the test, the type of test to be conducted, and the collection site location.

The safety-sensitive employees to be tested shall be randomly selected from the entire group of safety-sensitive employees. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. The selected safety-sensitive employees will be directed to proceed immediately to the collection site for testing.

A safety-sensitive employee subject to random testing under this program shall only be tested while performing a safety-sensitive function, just before the performance of a safety-sensitive function, or just after the performance of a safety-sensitive function.

Up to fifty percent (50%) of safety-sensitive employees are required to be randomly tested annually.

vi) Reasonable Suspicion Testing

Any SAWPA employee shall submit to an alcohol and/or controlled substance test when there is reasonable suspicion to believe that the employee has violated the prohibitions of this policy.

Reasonable suspicion is based on a supervisor's direct observations concerning the appearance, behavior, speech, or body odors of the employee. These observations must be made before the employee is tested. Supervisors shall receive no less than two (2) hours of training in the detection of drugs and alcohol use.

Employees who refuse to submit to a test under reasonable suspicion observations will not be allowed to continue to work the rest of the day. Such employees shall be subject to disciplinary action.

Supervisors who make reasonable suspicion observations shall document their observations within twenty-four (24) hours.

Upon reasonable suspicion, and notification to the employee, an employee's locker, desk, briefcase, bags, and the employee's vehicle parked on SAWPA property are subject to search, and anything found therein shall be considered in the employee's possession and shall result in disciplinary action.

vii) Return-to-Duty Testing

Before a SAWPA employee who has engaged in conduct prohibited by this policy returns to duty, the employee must undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02% and/or a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substance use. Such testing also shall apply to any employee who is a Department of Transportation Class A or Class B driver, and is off work for more than 30 consecutive days.

I. Prohibited Conduct

Employees who violate this policy, or any of the following prohibitions, shall be subject to disciplinary action:

- Reporting for duty or remaining on duty while the employee is under the influence of alcohol and/or controlled substance.
- [Using or possessing illegal or controlled substances, including alcohol or marijuana, while on the job \(including the illegal use of prescription drugs and possessing drug paraphernalia\).](#)

- [Distributing, selling, or purchasing of an illegal or controlled substance, including alcohol or marijuana, while on the job.](#)
- Supervisors who allow an employee to perform or continue to perform their duties with actual knowledge or reasonable suspicion that an employee is under the influence of alcohol and/or controlled substances.
- Failing to inform supervisors of any therapeutic or prescribed drug that may cause an effect on safety sensitive functions.
- Possession by employees of alcohol, drugs, or controlled substances not authorized by a physician for the employee's use while on duty and/or on SAWPA property and/or while on or in SAWPA-owned vehicles or equipment.
- Sale or furnishing of open containers of alcohol, or controlled substances while on duty and/or on SAWPA property, including SAWPA-owned vehicles and equipment.
- Refusing to submit to testing required under this Policy (except tests required for promotion) or to evaluation or to treatment.

J. Referral, Evaluation and Rehabilitation Treatment

- Employees who violate this policy may be referred to resources available for evaluation and treatment, but only one time every five years.
- Any costs not covered by the employer provided medical plan benefits for such evaluation and treatment shall be the responsibility of the employee.
- Return to work is not guaranteed after completion of treatment.

K. Employee Confidentiality

- Strict employee confidentiality is to be maintained. Employees may be verbally notified of the purpose for collecting [urine-saliva, blood,](#) or breath prior to its collection and use for a drug or alcohol test.
- Records of reports or test results will not be filed in the employee's personnel file but will be filed in a separate confidential medical folder that will be kept under the control of the General Manager.
- Test results only will be disclosed to the tested employee on a strictly "need-to-know" basis, and as allowed by law.
- Disclosures may be required by law to specific decision-makers in a lawsuit, grievance, or other proceedings initiated by or on behalf of an employee arising from a positive drug or alcohol test.
- Disclosure also may be made to inspectors representing Federal, State and local regulatory agencies in the course of their duties.

2. Disciplinary Action Policy

Employees are expected to observe certain standards of job performance and conduct. When job performance or conduct does not meet SAWPA standards, SAWPA may endeavor, at the General Manager's sole discretion, to provide employees with a reasonable opportunity to correct the deficiency regardless of at-will status. If, however, the employee fails to make the correction, he/she will be subject to discipline up to and including termination. Disciplinary actions taken by the General Manager

are the final decision of SAWPA and are not subject to further administrative appeal, except that a termination decision may be appealed to the SAWPA Commission on the grounds that the action has a prohibited basis.

SAWPA's Disciplinary Action Policy is outlined in [Appendix 2](#).

3. Non-Disciplinary Conflict Resolution Policy

If an employee has a work-related problem that cannot be resolved by informal discussion between the employee and the supervisor, the following grievance procedure shall be followed. The grievance procedure must be initiated within five (5) working days after the cause of the grievance has occurred.

The grievance procedure shall apply for any good faith or reasonable complaint of an employee or group of employees involving the interpretation, application or enforcement of this Personnel Handbook. Complaints involving disciplinary actions, termination of temporary, part-time, contract employees, or interns are not subject to this section. This grievance procedure is intended to create a structured format for conflict resolution, but it does not alter the at-will employment status of any employee.

A. Conflict Resolution Steps

i) Step 1: Immediate Supervisor

The employee shall formally submit a written grievance to their supervisor. The grievance must include a brief description of the problem, any supporting documentation and a suggested solution. The supervisor must answer the grievance in writing within five (5) working days.

ii) Step 2: Department Manager

If the grievance is not resolved in Step 1, the written grievance shall be forwarded to the Department Manager within five (5) working days of the immediate Supervisor's written decision. Within five (5) working days after receipt of the written grievance, the Department Manager will meet with the employee. Within five (5) working days of the meeting, the employee will receive a written decision regarding the grievance.

iii) Step 3: General Manager

If the grievance is not resolved in Step 2, the written grievance will be forwarded to the General Manager within five (5) working days of the Department Manager's written decision. Within five (5) working days after receipt of the written grievance, the General Manager will meet with the employee. Within five (5) working days after the meeting, the employee will receive a written decision. The decision of the General Manager is the final decision of SAWPA and is not subject to further administrative appeal.

4. Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of your work, you may have access to confidential information regarding SAWPA, its suppliers, its customers, or perhaps even fellow employees. you have a responsibility to prevent

revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a “need-to-know” basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by SAWPA.

5. Media Contacts

Employees may be approached for interviews or comments by the news media. Only the General Manager or authorized staff may comment to the media on events relevant to SAWPA.

6. Employer Property

Desks, computers, cell phones, and vehicles are SAWPA property and must be maintained according to SAWPA rules and regulations. They must be kept clean and are to be used only for work-related purposes. SAWPA reserves the right to inspect all Agency property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee’s presence. Prior authorization must be obtained before any Agency property may be removed from the premises.

Prior authorization is required if using a SAWPA cell phone results in roaming or additional charges. Absent this approval, the employee may be responsible to reimburse SAWPA for additional charges that result from exceeding plan limits, including data caps.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee’s prior consent.

Terminated employees should remove any personal items at the time they leave SAWPA. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee’s termination.

7. Technology Use and Security

SAWPA provides various Technology Resources to employees to assist them in performing their job duties. The purpose of these resources, including, but not limited to, electronic mail (email) and voicemail systems, and SAWPA's Internet access are to provide an efficient and effective means of internal and external communications. All employees shall comply with SAWPA’s policy, as approved by the General Manager, addressing access to and the disclosure of information from such electronic systems.

It is important to understand that electronic communications are the property of SAWPA, are subject to complete access, search, monitor, inspection and review by SAWPA officials, may be accessed by a court of law, and are not subject to a right of privacy.

A. Use

All electronic communications using SAWPA equipment, including, but not limited to, voice-mail messages, email communications and internet usage, are subject to monitoring by SAWPA and thus a SAWPA employee shall not have any expectation of privacy with respect to such communications. SAWPA provides computers and Internet access (including e-mail) to its employees to assist and facilitate business communications and work-related research. These services are for legitimate business use only in the course of your assigned duties. All materials, information and software created, transmitted, downloaded or stored on SAWPA's computer system are the property of SAWPA and may be accessed only by authorized personnel. However, SAWPA e-mail addresses should not be used for online shopping or other personal transactions. A personal account, such as Gmail, should be used instead. Employees may use computers or access the Internet for reasonable nonbusiness use during mealtime or other breaks, so long as all other provisions of these computer and network policies, are followed.

Non-exempt employees should not use or check office e-mail except during working hours, unless instructed to do so in a particular case by their supervisor, in which case they should record their time.

B. E-mail

The following guidelines should be followed for e-mail messages, both within the office and over the Internet:

- i. Never say anything in e mail that you would not (or should not) say to the person's face. Sometimes when we would be uncomfortable saying something in person, we are tempted to use the impersonal method of e mail. Don't yield to that temptation.
- ii. Do not assume your messages will be completely private. As a general rule, people can't read each other's e-mail. However, there are a number of ways someone could read e-mail intended for somebody else, or e-mail supposedly deleted. If a matter is sensitive, discuss it over the phone or in person, not by e mail. This is especially true of personnel matters.
- iii. Avoid disparaging remarks about others in the office. Especially avoid anything that might be perceived later as harassment or discrimination. Discrimination claims often involve e mail messages. Whatever inoffensive context there might have been for the message is lost when it is put before a jury.
- iv. If you do receive or become aware of an e mail message that you consider out of line, please bring it to the attention of the appropriate person immediately and it will be handled in accordance with SAWPA's harassment policy.
- v. Be cognizant of the use of "reply all" to ensure you do not inadvertently reply to an unintended recipient.

C. Software

Computers will include an up-to-date operating system, a browser, other supporting software, a basic Microsoft Office Suite, and other utilities as deemed appropriate by SAWPA's IT staff.

Any software additions to the computer system must be approved by SAWPA's IT Department.

D. Software Use

SAWPA does not condone the illegal duplication of software. All software in use at SAWPA is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software of SAWPA's computers without prior written authorization of the General Manager.

E. Social Media

Employees may participate in newsgroups or chats in the course of business when relevant to their duties, but they do so as individuals speaking only for themselves. Where an individual participant is identified as an employee of SAWPA, the employee must refrain from an unauthorized endorsement or appearance of endorsement by SAWPA of any commercial product or service.

Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal confidential SAWPA information and any other material covered by existing SAWPA confidentiality policies and procedures. Employees releasing protected information via a newsgroup or chat – whether or not the release is inadvertent – will be subject to discipline.

Employees should always be fair to fellow employees and people who work for SAWPA. Also, employees should keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers or by utilizing SAWPA procedures or resolving disputes and complaints.

F. Monitoring

SAWPA reserves the right to monitor use of the e mail system or the Internet at any time. You should not consider your Internet usage or e-mail communications to be private. Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure.

8. Dress and Appearance

All employees shall present themselves during working hours in a manner that reflects professionalism and appropriate personal hygiene. Employees shall comply or be subject to corrective action.

9. Other Employment

Employees who wish to engage in additional employment must submit a written request to SAWPA explaining the details of the additional employment. If the additional employment is authorized, SAWPA assumes no responsibility for it. SAWPA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

10. Working Off-Site

SAWPA recognizes that in some circumstances it is in the best interest of both the employee and SAWPA to work off-site. For exempt employees only, SAWPA has established a policy for working off-site. The terms and conditions for working off-site are as established from time to time by management and incorporated herein by reference.

11. Remote Work

SAWPA has established a Remote Work policy. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

12. Conflicts of Interest

All employees must avoid situations involving actual or potential conflicts of interest. Employees must avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.

13. Prohibited Conduct

The following conduct is prohibited and will not be tolerated by SAWPA. This list of prohibited conduct is illustrative only; other types of conduct that threaten or diminish security, personal safety, employee welfare, and Agency operations also are prohibited. (Additional illustrations are provided in [Appendix 2.](#))

- Falsifying employment records, employment information, or other SAWPA records.
- Theft and deliberate or careless damage or destruction of any SAWPA property, or the property of any employee or customer.
- Removing or borrowing SAWPA property without prior authorization.
- Unauthorized use of SAWPA equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on SAWPA property.
- Carrying firearms or any other dangerous weapons on SAWPA premises at any time.
- Engaging in criminal conduct, whether or not related to job performance.
- Causing, creating, or participating in a disruption of any kind during working hours on SAWPA property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Using abusive language at any time on SAWPA premises.
- Failing to notify a supervisor when unable to report to work.
- Unreported absence of three consecutive workdays.
- Failing to obtain permission to leave work for any reason during normal working hours.
- Failing to provide a physician's certificate when requested or required to do so.
- Sleeping or malingering on the job.
- Wearing disturbing, unprofessional, or inappropriate styles of dress or hair while working.
- Violating any safety, health, security, or SAWPA policy, rule, or procedure.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Committing of or involvement in any act of unlawful harassment of another individual.
- Failing to promptly report work-related injury or illness.

- Discourteous treatment of employees or others.
- Consuming alcohol or illicit drugs while at work, or reporting to work in an impaired state due to the effects of drugs or alcohol consumed off-site.
- Reporting to work impaired or unable to perform duties due to excessive fatigue or any other reason.
- Operating SAWPA vehicles, or personal vehicles while conducting SAWPA business, in violation of state law, including the use of cellular phones without “hands free” capability.

This statement of prohibited conduct does not alter SAWPA's policy of at-will employment. Either you or SAWPA remain free to terminate the employment relationship at any time, with or without reason or advance notice.

VIII. HARRASSMENT AND DISCRIMINATION; WORKPLACE VIOLENCE

1. Harassment Policy

DISCRIMINATORY WORKPLACE HARASSMENT POLICY AND COMPLAINT PROCEDURE

A. Purpose

The purpose of this Policy is to clearly establish SAWPA’s commitment to provide a work environment free from harassment, to define discriminatory harassment, and to set forth the procedure for investigating and resolving internal complaints of harassment. Because of the tremendous importance of a workplace free from any form of harassment, all supervisory employees of SAWPA shall receive training regarding this policy at least once every two years. Additionally, each supervisor or manager shall review this policy with ~~his or her~~their personnel regularly during each employee’s annual performance evaluation. Specifically, this policy shall be fully discussed with each employee, supervisor, and manager to ensure that its contents are known by the employee.

All jobs with SAWPA are extremely important to our community. It is critical that all employees treat all other employees with dignity and respect. Because of the unique circumstances present in many SAWPA jobs, it is the responsibility of each and every employee, supervisor and manager to make sure that there is no inappropriate behavior occurring in the workplace. Inappropriate behavior will not be tolerated.

This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation, and training.

B. Policy

Harassment of an applicant, client, contractor, business invitee, customer, supervisor, manager, or employee by a supervisor, management employee, co-worker, or others on the basis of race, religious background, color, national origin, ancestry, disability, medical condition (including cancer), marital status, veteran status, political affiliation, workers’ compensation record, pregnancy, sexual orientation, gender, gender identity, age (40+), or any other basis protected

by federal, state or local law, ordinance or regulation is explicitly in violation of State and/or Federal law and will not be tolerated by SAWPA.

Employees, supervisors or managers found to be participating in any form of job-based harassment or retaliation against any other employee shall be subject to disciplinary action up to and including termination from employment.

C. Responsibilities

i) Management

It is the responsibility of management to develop this policy, keep it up to date, and to ensure that any violation of this policy brought to their attention is dealt with fairly, quickly, and impartially. All managers also have the responsibility of setting the proper example.

ii) Supervision

It is the responsibility of supervision to enforce the policy, to make a periodic review with each employee to ensure they know the policy and to regularly check the workplace and environs to ensure the policy is being followed. When a deviation from this policy is noted or reported, supervisors shall bring this information to management immediately. All supervisors also have the responsibility of setting the proper example.

iii) Workers

It is the responsibility of each and every employee to know the policy and to follow the policy. It is imperative that every employee treats every other employee with dignity and respect.

D. Definitions

For purposes of clarification, harassment includes, but is not limited to, the following behaviors:

i) Physical harassment

Physical harassment includes: assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy, or movement. These include pinching, patting, grabbing, inappropriate behavior in or near bathrooms, rest/sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

ii) Sexual harassment

Sexual harassment includes any act which is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

iii) Verbal harassment

Verbal harassment includes: epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments whether made in general, directed to an individual, or to a group of people regardless of whether or not the behavior was

intended to harass. This includes but is not limited to inappropriate sexually oriented comments on appearance, including dress or physical features, sexual rumors, code words, and race oriented stories.

iv) Visual or written forms of harassment

Visual or written forms of harassment include: derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, cards, E-mails, texts, bulletins, drawings or pictures. This applies to both posted material and material maintained in or on SAWPA equipment or personal property in the workplace.

v) Workplace Bullying

Bullying is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Examples of bullying include:

- Exclusion – socially or physically excluding or disregarding a person in work-related activities.
- Gesture bullying – non-verbal threatening gestures or glances which can convey threatening messages.
- Physical bullying – pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, and/or damage to a person’s work area or property.
- Verbal bullying – slandering or ridiculing a person or his/her/their family, persistent name calling which is hurtful, insulting or humiliating, using a person as a butt of jokes, and abusive and offensive remarks.

Additionally, the following are some examples that may constitute or contribute to evidence of bullying in the workplace:

- Shouting or raising voice at an individual in public and/or private.
- Not allowing the person to speak or express him/herself/themselves (i.e., ignoring or interrupting).
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person’s job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors which cannot be confirmed.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, deliberately giving ambiguous instructions, etc.).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person’s idea.

- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.

E. Workplace Relationships

It is natural for people who meet in the workplace to sometimes become romantically involved, and it is not SAWPA's intent to interfere with any dating relationship. Any involvement between employees must be voluntary and desired by both parties. However, many problems have developed in employment settings because of dating relationships, and they can interfere with SAWPA's goal to have a sound professional work environment. It is not inappropriate for a person to ask out a co-worker. However, if you do not want to go out with another employee, it is imperative that your response to the request is firm and definite. After this firm, definite response has been made, it is inappropriate for the requesting party to make any further attempt to initiate a dating relationship. Repeated requests under these circumstances for a dating relationship constitute Sexual Harassment. It also is inappropriate for any relationship to interfere with normal work operations in any manner. Personnel who desire to become involved with someone in the workplace must be aware of the following guidelines.

- There shall be no dating activities on SAWPA time or SAWPA property.
- There shall be no use of SAWPA property to arrange dating activities.
- All behavior between employees shall be conducive to a sound professional work environment at all times when on SAWPA property or on SAWPA time. Hand holding, kissing, hugging, sexual comments and other behavior generally associated with a dating relationship are inappropriate while on SAWPA time or SAWPA property.
- Any relationship involving employees at different levels on the chain of command (or where one party has functional supervision over another) shall be reported by the person of higher rank to their supervisor immediately. Failure to report this relationship is a violation of this policy. The manager receiving this information shall immediately contact Human Resources and inform them of the relationship. Human Resources shall contact the General Manager and make recommendations to ensure that this relationship will not detract from a sound professional work environment. Such recommendations may include the transfer of the higher-ranking person to another unit if feasible.

F. Complaint Procedure

i) Confrontation

If any person feels they are the victim of any form of harassment, they are encouraged to inform the person(s) participating in this behavior that he/she finds it offensive. This one-on-one confrontation has been demonstrated to be an effective way to end harassing behaviors. If the inappropriate behaviors do not stop, the offended employee can initiate either an informal or formal complaint as described below. Because confrontation is difficult for some people and because of the complex nature of harassment, employees are not required to confront an offending party prior to initiating this complaint procedure.

ii) Informal Complaint

Any employee, client, contractor, customer or job applicant who believes he or she is a victim of discriminatory workplace harassment should make a complaint orally or in writing with any of the following:

- Immediate supervisor.
- Any supervisor or manager within or outside of their unit.
- General Manager.

Any supervisor or manager who observes inappropriate behavior or receives a harassment complaint shall notify the General Manager immediately. (If the complaint is against the General Manager, the Chair of the Commission shall receive the complaint and assume the role of the General Manager throughout this policy).

An informal resolution will be attempted whenever appropriate. If the informal resolution process is unsuccessful, the complainant may direct a formal complaint to the General Manager.

iii) Formal Complaint

If after an initial investigation is conducted there is no resolution and/or no conciliation of the preliminary complaint, a formal written complaint can be filed by the complainant. The General Manager will issue a Discriminatory Workplace Harassment Form to the complainant. This form shall be completed, signed, and returned to the General Manager within five (5) days after issuance.

Upon receipt of the formal written complaint, the General Manager will contact the alleged harasser(s) who will be informed of the basis of the complaint, will be given a copy of Form, and will be provided an opportunity to respond. The response shall be in writing, addressed to the General Manager, and received by the General Manager within ten (10) calendar days after being notified of the complaint. Concurrently, a formal investigation of the complaint may be commenced.

iv) Review of Response and Findings

Upon receipt of the response, the General Manager may further investigate the formal complaint. Such investigation may include interviews with the complainant, the accused harasser(s), and any other persons determined by the General Manager to possibly have relevant knowledge concerning the complaint. This may include victims of similar conduct.

Factual information gathered through the investigation will be reviewed to determine whether the alleged conduct constitutes harassment, giving consideration to all factual information, the totality of the circumstances including the nature of the verbal, physical, visual, or sexual conduct and the context in which the alleged incident(s) occurred.

The results of the investigation and the determination as to whether harassment occurred shall be final and binding and will be reported to appropriate persons including

the complainant, the alleged harasser(s), the supervisor, and the division head within twenty (20) calendar days from the receipt of the response.

G. Disciplinary Action

If harassment is determined to have occurred, the General Manager shall take prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense, up to and including termination from employment. If discipline is imposed, the nature and extent of the discipline will not be divulged to the complainant.

H. Retaliation

Retaliation in any manner against a person for filing a harassment charge or initiating a harassment complaint, testifying in an investigation, providing information or assisting in an investigation, is expressly prohibited and subject to disciplinary action up to and including termination. The General Manager will take reasonable steps to protect the victim(s) and other potential victims from further harassment, and to protect the victim(s) from any retaliation as a result of communicating the complaint. Employees also are protected by California law against retaliation for opposing harassment, or filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing or the Fair Employment and Housing Commission.

I. Confidentiality

Confidentiality will be maintained to the fullest extent possible in accordance with applicable Federal, State and local law.

J. False Complaints

Knowingly, falsely accusing someone of harassment or otherwise knowingly giving false or misleading information in an investigation of harassment will result in disciplinary action, up to and including, termination of employment. This section is not intended to discourage employees from making complaints regarding job-based harassment. However, false complaints adversely impact the workplace and the career of the accused, even when disproved, and will not be tolerated.

K. Limitations

The use of this procedure is limited to complaints related to discriminatory workplace harassment on the basis of race, religious background, color, national origin, ancestry, disability, medical condition (including cancer), marital status, veteran status, political affiliation, workers' compensation record, pregnancy, sexual orientation, gender, gender identity or age (40+). All other complaints shall be handled through the Employee Grievance Procedure as established in this Handbook (see Non-Disciplinary Conflict Resolution section on page 39).

L. Distribution

This policy shall be disseminated to all employees, supervisors and managers of SAWPA. Any questions, concerns or comments related to this policy should be directed to the General Manager.

Harassment or discrimination on the basis of race, religious belief, color, national origin, ancestry, medical condition, marital status, sex, age, disability, gender identity, sexual orientation, or bringing forward a complaint based on any of these categories is against SAWPA's standards of conduct, is prohibited by State and Federal regulations and constitutes a violation of SAWPA policy for any employee, including officials, managers and supervisors. SAWPA will not tolerate any such harassment or discrimination of its employees, and will take corrective action when this policy is violated.

M. External Reporting Procedure

- Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors or others may file a complaint with the California Department of Fair Employment & Housing or the Fair Employment and Housing Commission ("DFEH"). The phone number for DFEH is located in the phone book under government agencies. DFEH also maintains a website.
- Charges filed with the DFEH are investigated by the DFEH.
- In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not settled, DFEH may issue a determination on the merits of the case.
- Where a case is not settled and the DFEH finds a violation to exist, it can prosecute the charging party's case before the Fair Employment & Housing Commission ("FEHC"). Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee or former employee include possible reinstatement to a former job, award of a job applied for, back pay, front pay, attorneys' fees and, under appropriate circumstances, actual damages and/or administrative fines. In the alternative, DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

2. Workplace Violence

SAWPA has adopted the following workplace violence policy to ensure a safe working environment for all employees.

SAWPA has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons on SAWPA premises and at SAWPA-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event that you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage SAWPA property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

SAWPA's ~~workplace violence program~~ Workplace Violence Prevention Plan Program is described in detail in the Illness and Injury Prevention Program (IIPP).

IX. SAFETY

1. Safety Plan

SAWPA employees are sometimes required to visit construction project areas, perform work in laboratories; perform operations, maintenance, and repair activities on the Brine Line; or work in other hazardous or potentially hazardous areas. Those participating in such assignments shall wear appropriate protective clothing and equipment as a precaution against injury. Such protective equipment may be obtained from the appropriate supervisor.

SAWPA maintains an Injury and Illness Prevention and Safety Plan (Safety Plan) containing detailed safety regulations applicable to all employees working in the following areas:

- Office Environment
- Construction Management
- Field Reconnaissance
- Operations and Maintenance of the Brine Line

Copies of the Safety Plan are made available to all employees and generally are reviewed at staff meetings annually.

The full and complete cooperation of all employees in preventing accidents is required. Compliance and observance of safety rules is mandatory. SAWPA management always welcomes suggestions for improvement of working conditions and the elimination of hazards.

Personnel visiting, inspecting, or working on a construction job site, performing O&M of the Brine Line, or performing field reconnaissance, must comply with the Federal and State Occupational Safety Health Act (OSHA), as well as owner's and construction contractor's regulations, and must use protective clothing and/or equipment provided by SAWPA. Employees are responsible to comply with OSHA regulations and must use safety equipment supplied, such as hard hats, safety shoes, etc.

All "on-the-job" injuries, no matter how slight, MUST be reported immediately to the employee's supervisor, who then promptly files a written report with Human Resources. SAWPA maintains Workers' Compensation insurance, which has provision for payment of medical expenses and other expenses resulting from "on-the-job" injuries (see Workers Compensation section).

2. Workers' Compensation

Whenever an employee sustains an injury or disability arising out of and in the course of SAWPA's employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code, Section 4600 et seq., and shall receive compensation for hours not worked

while obtaining such medical care. For more information, see SAWPA's Injury and Illness Prevention and Safety Plan.

In order to minimize serious disability due to on-the-job injuries and to reduce the effect to SAWPA's injured employees, SAWPA has developed a policy to deal with time loss claims in which the employee may be offered temporary modified work. Modified jobs may be offered after obtaining from a qualified treating physician the injured employee's physical limitations or restrictions. "Modified" might be the employee's regular job, modified by heavier tasks being assigned to other employees; a different regular job currently existing at the workplace; or a job, which is specifically designed around the employee's restrictions.

The modified job, if offered, is a temporary adjustment, and will be limited to 120 calendar days. Each case will be assessed individually, and the modified job may be extended an additional 90 calendar days at the General Manager's discretion. Modified work may not be offered in every instance. Whenever an employee is compelled by a physician to be absent from duty on account of injury or disability, such employee shall be placed on Workers' Compensation Leave. The employee shall receive full compensation for the first three (3) days following the day of the injury. Thereafter, the employee may elect to apply to such absence pro-rated sick leave or vacation if sick leave is exhausted, to receive compensation in an amount equal to the difference between the compensation entitled under the Workers' Compensation Act and the regular pay, not to exceed the amount of accrued leave. An employee who is receiving Workers' Compensation shall continue to accrue sick leave and vacation.

Workers' Compensation benefits begin with the fourth consecutive calendar day of missed work; however, if the absence continues beyond fourteen (14) days, Workers' Compensation will then pay the applicable benefits for the first three (3) days of missed work. When this occurs, the employee will be docked for the first three (3) days that SAWPA previously paid him/her/them in an amount equal to the Workers' Compensation benefits received.

Employees and supervisors are required to complete the prescribed forms whenever an employee is injured and/or placed on Workers' Compensation Leave. All forms are defined in the Workers' Compensation Industrial Accident Procedure.

A. Return to Work (RTW) Policy

An employee who has been absent from work due to an injury, illness, or disability is subject to a Return to Work (RTW) medical evaluation by a SAWPA appointed physician when SAWPA has a genuine reason to doubt whether the employee can perform his or her/their essential job functions. RTW medical evaluations are conducted to determine whether an employee has a medical condition that impacts the employee's ability to perform on the job without any substantial risk of injury to the employee or others.

The degree of complexity of the RTW medical evaluation may differ depending upon the circumstances of the leave, changes in job demands and/or inquiries with or between appropriate management staff and/or the employee's physician. Full consideration will be given by SAWPA to reasonably accommodate the employee.

B. Return to Work from Industrial Injury or Illness

The decision to return an employee to work or place an employee back on the job with or without modified work, shall be made by the General Manager, independent of any decision made in the workers' compensation process. However, full consideration will be given by SAWPA to reasonably accommodate the employee and the following guidelines will be followed:

- If the employee can perform all essential duties of their job classification without work restrictions and the absence has not been longer than 30 calendar days, the employee shall be returned to work.
- If the employee can perform all essential duties of their job classification, but with temporary work restrictions or there has been an absence of 30 calendar days or more, a review of such work restrictions and their impact on the employee's ability to perform the essential duties of their position will be conducted. An employee will be returned to work if the work restrictions are compatible with all essential duties of the job or modified job, if available.
- If it is determined that the essential duties of the position last held by the employee are not compatible with the employee's work restrictions and the employee is willing to return to work, placement in an alternative position, if available, will be considered. If no job is available, the employee shall be re-classified as "medically disqualified" and placed on Health Leave while alternative positions are being considered. Health Leave shall be without pay; however, the employee may elect to use accrued leave hours, such as vacation or sick leave to receive compensation. Placement of an employee in an alternative position will not be authorized without approval of the General Manager and the employee's primary treating physician.
- If, following an interactive process meeting, it is determined that the job demands of the position last held by the employee are not compatible with the employee's restrictions and there is not an alternative position, or the employee's restrictions are not compatible with an alternative position, or the employee is not willing to return to work, the employee shall be re-classified as "medically disqualified" and placed on Health Leave. Thereafter, once the employee's primary treating physician determines that all work-related injuries or illnesses are permanent and stationary, and if the employee still cannot return to work or be reasonably accommodated in their current position or another position, the employee shall be retired for disability or be terminated from employment due to medical disqualification. Before terminating employment, SAWPA will meet its legal obligations to apply for CalPERS disability retirement on behalf of the employee and hold any requested interactive meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

C. Return to Work From Non-Industrial Injury or Illness

An employee who has been absent from work due to an injury, illness, or disability is subject to a RTW medical evaluation by a SAWPA appointed physician when SAWPA has a genuine reason to doubt whether the employee can perform his or hertheir_essential job functions. Based on the findings of the RTW medical evaluation the following guidelines shall be followed:

- If the employee can perform all essential duties of their job classification but with temporary work restrictions, a review of such work restrictions and their impact on the

employee's ability to perform the essential duties of their position will be conducted. An employee will be returned to work if the work restrictions are compatible with all essential duties of the job or modified job, if available.

- If, following an interactive process meeting, it is determined that the essential duties of the position last held by the employee are not compatible with the employee's work restrictions and the employee is willing to return to work, placement in an alternative position, if available, will be considered. If no job is available, the employee shall be reclassified as "medically disqualified" and placed on Health Leave while alternative positions are being considered. Health Leave shall be without pay; however, the employee may elect to use accrued leave hours, such as vacation and sick leave to receive compensation. Placement of an employee in an alternative position will not be authorized without approval of the General Manager and the employee's primary treating physician.
- If it is determined that the job demands of the position last held by the employee are not compatible with the employee's restrictions and there is not an alternative position, or the employee's restrictions are not compatible with an alternative position, or the employee is not willing to return to work, the employee shall be reclassified as "medically disqualified" and is subject to termination from employment due to medical disqualification. Before terminating employment, SAWPA will meet its legal obligations to apply for CalPERS disability retirement on behalf of the employee and hold an interactive process meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

i) Non-Work Related Health Leave

When an employee becomes disabled as a result of a non-work related injury or illness, including childbirth or related medical conditions, they shall be placed on a Health Leave. Before being placed on Health Leave, however, an employee may choose to use their vacation pay, floating holidays and sick leave, so that SAWPA's portion of medical, life insurance, and other SAWPA provided benefits will continue to be paid until the employee begins to receive long-term disability insurance benefits. While on Health Leave, an employee shall not earn sick leave or vacation, or be entitled to pay for holidays and SAWPA granted days off, but will have the right to continue with other SAWPA benefits, such as medical insurance, life insurance, etc., at the employee's expense. Contributions to CalPERS will cease until the employee is back on SAWPA's payroll.

At the conclusion of Health Leave, which has not exceeded six (6) months duration, the employee shall return to the duties of the position within the classification to which they were assigned providing their attending physician verifies they are fully able to resume all the responsibilities and duties of their positions and such positions exist. If, at the conclusion of six (6) months from the first day of injury or illness, the employee is still unable to resume the duties of their positions, SAWPA may consider their positions vacated and take the necessary steps to fill them. When and if such employee on Health Leave is able to resume the duties of their positions, as verified by their attending physician's certifications, they will be considered for the first vacancy in the classification of their previous assignments or for any positions for which they are

qualified. Their reassignment to duty will take preference over all other applicants for employment for the position for which they are qualified except those laid off for lack of work or funds or those seeking to return from a Work-Related Disability Leave. Before terminating employment, SAWPA will meet its legal obligations to apply for Cal-PERS disability retirement on behalf of the employee and hold any requested interactive meeting with employees and their representatives to determine if there are any reasonable accommodations SAWPA may provide that would enable employees to perform the essential duties of their positions.

3. Heat Illness

SAWPA is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the prevention of heat illness. Please refer to the Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

4. Ergonomics

SAWPA is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. SAWPA will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. SAWPA encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

SAWPA believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

5. Recreational Activities and Programs

SAWPA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

6. Security

SAWPA has developed guidelines to help maintain a secure workplace.

- Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
- Report any suspicious persons or activities to security personnel.
- Secure your desk or office at the end of the day.
- When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible.

The security of facilities as well as the welfare of our employees depends upon the alertness and

sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities or when keys are missing.

SAWPA's workplace security program is described in detail in the Illness and Injury Prevention Program (IIPP).

7. Driving

SAWPA staff shall use the mode of transportation that provides the highest value to the Agency. Cost, availability, and other factors shall be reviewed when deciding on public transportation, rental car, SAWPA owned/leased vehicle, or privately owned vehicle (paid as mileage).

A. Use of Agency Vehicles

SAWPA owned, leased, or rented vehicles will be used only for Agency business and shall not be issued to an individual for personal use. Employees who are required to drive an Agency vehicle or their own vehicles on SAWPA business will be required to show proof of current valid driver's license and current effective insurance coverage.

SAWPA may request that an individual use a SAWPA vehicle on-call, for emergency response, or for employee use such as driving the vehicle home for an early morning departure or other use that may involve having the vehicle at an employee's home. If this is done, all miles driven for commuting or incidental personal use will be reported to the Finance Department on a weekly basis. Miles driven for incidental personal use or commuting must be reported to the IRS as income.

Notwithstanding the previous statement, use of a rental car on travel for incidental personal use will not be added or prohibited unless it increases the cost of the rental. The increase will then be accounted for by the employee. Additionally, fuel costs shall not be reported separately unless significant. SAWPA insurance may not cover any damage or liability during the personal use of the vehicle and employees should check with their insurance for coverage or consider personally paying for the Damage or Liability Waiver.

Vehicle maintenance is the responsibility of all users of the vehicle and any needs or requirements shall be reported to the Executive Manager of Engineering and Operations. The vehicle should always be left with fuel and in proper operating condition.

If the vehicle is used for a specific project, the mileage should be charged to the project, program or fund.

Absent an emergency or without specific written authorization, only SAWPA employees shall operate vehicles owned, leased, or rented by SAWPA.

B. Use of Personal Vehicles

Employees who drive their own vehicles on SAWPA business will be reimbursed for mileage at the rate set by the IRS at the beginning of every calendar year. An Expense Report must be

completed and submitted for approval to the supervisor and General Manager prior to reimbursement.

8. Cell Phone Use While Driving

SAWPA employees are prohibited from using cell phones while driving on SAWPA business and/or SAWPA time, unless you use a hands-free device.

Texting (i.e., writing, sending, or reading text-based communication including text messaging, instant messaging, and e-mail) on a wireless device or cell phone while driving is also prohibited by law.

9. Smoking and Vaping

SAWPA is a smoke-free environment. No smoking or vaping is allowed on SAWPA premises or at SAWPA work sites.

10. Work Boot Reimbursement

SAWPA employees that regularly work in the field, including operations and pretreatment staff, are eligible for reimbursement of expenses for the purchase of work boots, as set forth in [Appendix 3](#). Work boots shall meet the requirements of Program 20 - Personal Protective Equipment Program of the SAWPA Injury and Illness Prevention Plan.

Employees must submit a receipt along with a standard SAWPA Expense Form, which is subject to the approval of the General Manager.

X. EXPENSE REIMBURSEMENT

1. Education Reimbursement

A. Eligibility for Education Reimbursement

Full-time employees performing their job satisfactorily are eligible for reimbursement after completion of the six-month introductory period.

Eligible courses are those taken for credit and related to the work of the employee's position, occupation, or advancement within SAWPA. This includes prerequisites for work-related courses and those that are required to obtain a degree in a work-related field.

Eligible courses are those taken at an accredited institution. Correspondence courses from reputable institutions will be considered by the General Manager when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.

Courses shall be taken on the employee's time, unless special circumstances warrant otherwise, and prior arrangements have been made with their supervisor and approved by the General Manager.

B. Education Reimbursement Conditions

Expenses eligible for reimbursement are tuition, registration, parking, laboratory and material fees and books. Requests for reimbursement in excess of established calendar year limits must be approved by the General Manager and are subject to budgetary limitations. The annual cap for such reimbursement is set by the Commission.

The maximum amount of reimbursement for individual classes will be limited to the cost of tuition in the California State University system, or the actual cost of individual classes/certificate programs taken through the University of California Extension Program (when applicable). If an employee chooses to attend an accredited institution whose cost is higher than these programs, the employee must pay the difference between the two.

Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of "C". For graduate work, a grade acceptable for credit from the institution must be earned.

Funds received from all other sources (such as scholarship grants or Veterans Educational Benefits) must be applied toward the cost of the course before SAWPA's reimbursement is applied.

C. Education Reimbursement Procedure

The employee shall complete the Tuition Reimbursement Form and submit it to the supervisor and the General Manager for approval prior to beginning the course. Upon satisfactory completion of a course, the employee shall submit a grade report along with receipts of eligible expenses itemized on an Expense Report for approval.

Upon supervisor approval, a reimbursement check will be drawn at the next scheduled check run.

D. Licensing, Certification, or Professional Continuing Education

Training and fees associated with licensing, certifications, accreditations that are required by the employee's job description, or mandatory professional continuing education to maintain such credentials, will be paid for by SAWPA. For training of this type for credentials that are not required, but that are job related, SAWPA may cover all or part of the expense, in the discretion of the General Manager. The employee should coordinate with ~~his or her~~their supervisor regarding direct agency payment the reimbursement method to be used.

2. Travel and Other Expenses

SAWPA has established a Travel and Expense Policy for reimbursement of expenses incurred by employees while working to further the accomplishments of SAWPA goals and objectives. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

3. Credit Card Policy

SAWPA has established a Credit Card Policy for those employees that are issued credit cards that are to be used when performing duties on behalf of SAWPA. The terms and conditions for that policy are established from time to time by management and incorporated herein by reference.

XI. LEAVING SAWPA

1. Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits employment at SAWPA.

The effective date of an employee's resignation is the day following the final day worked. Benefits continue through the last day of the month of the final day worked. Employees who are resigning from SAWPA and who desire to leave in good standing shall give at least two weeks' written notice, which the supervisor shall submit to the General Manager.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued within 72 hours of the last day worked.

2. Layoff

A layoff is a temporary or permanent termination of employment initiated by SAWPA due to lack of work, position or job elimination, or budgetary reasons. In case of layoff, an employee with one or more years of service with SAWPA shall receive as much notice as possible, and SAWPA will use its best efforts to provide at least 15 calendar days' notice.

When an employee is given a notice of layoff, it is expected that the employee will actually be on the job and available for assignment through the last day for which he or she receives regular pay. At the discretion and approval of the General Manager, the employee may be permitted a limited amount of paid or unpaid time off for job interviews.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued on the last day worked.

3. Job Abandonment

Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Human Resources Department at the end of the third workday and initiate the paperwork to terminate the employee.

Employees who are terminated due to job abandonment are ineligible for rehire. However, an appeal may be made in writing to the immediate supervisor. If it is determined that there were extenuating circumstances for the absence and failure to notify, the employee may be reinstated.

A final paycheck will be prepared within 72 hours of termination and will be held at SAWPA unless a written request to mail the paycheck along with a current address is provided.

The effective date of an employee's termination is the day following the third day missed. Benefits continue through the last day of the month of the final day worked.

All SAWPA property must be returned on the final day of employment.

4. Involuntary Termination

Involuntary termination results when an employee violates SAWPA policies and rules, which may warrant disciplinary action (outlined in [Appendix 2](#)).

The effective date of an employee's termination is the day following the final day worked. Benefits continue through the last day of the month of the final day worked.

All SAWPA property must be returned on the final day of employment.

Final paychecks will be issued on the last day worked.

5. Retirement

Employees who wish to retire should notify their supervisor as well as Human Resources in writing at least three (3) months before the planned retirement date.

All SAWPA property must be returned on the final day of employment.

Employees hired before July 1, 2005, are eligible for retiree medical benefits. Please see the Employment Benefits section on page 18 for more information.

6. Exit Interview

The General Manager will interview employees leaving SAWPA and will have the reasons for termination clearly stated in writing for inclusion in the employee's permanent personnel record.

All termination forms must be signed at the exit interview and all SAWPA property (i.e., cell phone and accessories, credit cards, keys, etc.) must be returned at that time.

Termination is a general term used to refer to separation of employment such as voluntary resignation, layoff, job abandonment, involuntary termination, and retirement.

7. Benefits Paid upon Termination

An employee will be paid for work actually performed up to, and including, the day of discharge. Any accrued vacation to be paid by SAWPA will be prorated to that date. Any unused accrued sick leave shall

be paid to that date based on the schedule set forth in the Leaves of Absence Section on page 21. Upon retirement, an employee may elect to convert all or part of their unused accrued sick leave balance to CalPERS service credit. For more information on calculating service credit, contact CalPERS.

Confirmation of Receipt

Receipt of Personnel Handbook Santa Ana Watershed Project Authority

I, _____, have received my copy of the Personnel Handbook for Santa Ana Watershed Project Authority and I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Personnel Handbook. I also understand that a breach of the terms and policies may result in disciplinary action, up to and including termination.

I understand the contents of this Handbook constitute only a summary of the Employee benefits, personnel policies, and employment regulations in effect at the time of publication. I understand this Handbook should not be construed as creating any kind of "employment contract" and Santa Ana Watershed Project Authority has the ability to add, change, or discontinue benefits, policies, or other working conditions as it deems appropriate, without obtaining another person's consent or agreement.

I agree that my employment with the Santa Ana Watershed Project Authority is at will, as set forth in the At-Will section of the Handbook, and that this agreement on at-will employment status is the sole and entire agreement between me and the Santa Ana Watershed Project Authority, regarding the term of my employment and the termination thereof; and I further agree that this agreement and at-will employment status cannot be changed in any way, whatsoever, except in a writing which has been approved by the Santa Ana Watershed Project Authority Commission.

I understand that my supervisor, the General Manager, and any other executive member of management are willing to explain any portion of the Handbook that I may wish to discuss or about which I have a question.

Date: _____

Signed: _____

Print Name: _____

Appendix 1: Non-Exempt/Exempt Positions

Non-Exempt

Accountant I, II
Accounting Technician I, II
Administrative Assistant I, II
Brine Line Pipeline Operator I, II
Brine Line Operations Superintendent
Business Analyst I, II
Clerk of the Board
Executive Assistant I, II
GIS Analyst I, II
Information System Analyst I, II
Intern
Pretreatment Program Technician I, II
Senior Accounting Technician
Senior Administrative Assistant
Senior Brine Line Pipeline Operator
Senior Pretreatment Specialist

Exempt

Administrative Services Manager
Communications Specialist
Controller
Deputy General Manager/Chief Financial Officer
Engineer/Senior Engineer/Principal Engineer
Engineering Manager
Executive Manager of Engineering & Operations
General Manager
GIS Project Manager
Information Systems and Technology Manager
Manager of Permitting & Pretreatment
Manager of Operations
~~Operations Manager~~
Program Manager
Project Manager
Project Specialist
QC Manager
Senior Accountant
Senior GIS Manager
Senior Project Manager
Watershed Manager/Senior Watershed Manager/Principal Watershed Manager
Water Resources and Planning Manager

Appendix 2: Disciplinary Action Guidelines

Disciplinary Action—Job Performance

The rules set forth below are intended to provide employees with fair notice of what is expected of them. It is not possible, however, to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of SAWPA, other employees, or the public, also may result in disciplinary action, including termination.

The General Manager shall have the authority to discipline, including termination, any employee in accordance with these guidelines.

Employee Disciplinary Action

This policy shall be implemented through the procedures and specific guidelines which follow:

1. Disciplinary actions shall be commensurate with the seriousness of the offense.
2. Implementation of discipline to be successful should be:
 - **Prompt** – initiate personnel investigation within 24 hours in most situations.
 - **Impartial** – all employees should be treated fairly.
 - **Consistent** – similar offenses should be treated in a similar manner.
 - **Fair** – with regard to employee's past record and responsibilities.
 - **Corrective** – intent should be to prevent future problems.
 - **Given with Advance Warning** – employees should know that specific actions or omissions would result in disciplinary action up to and including discharge.
 - **Followed Through** – enforcement is consistent.
3. Key Factors in Analyzing Disciplinary Problems:
 - Seriousness of the problem.
 - Length of employment.
 - Frequency and nature of the problem.
 - Employee's work history.
 - Mitigating factors.
 - Degree of orientation, training, or experience previously provided the employee.
 - Existing disciplinary practices and guidelines.
 - Implications for other employees.
 - Management policies.
 - Safety implications for other employees and/or the general public.

Sample Offenses

Disciplinary action may be based upon any of the following:

At fault major accident including driver or second party injury

Same as *Vehicle Accident* below, but the accident results in injury.

Carelessness or neglect that results in a safety or health hazard to another employee or the public

Chronic absenteeism/tardiness

Frequent and continuous unscheduled absences of an individual for reasons other than absences resulting from on-the-job injuries, where such continuous absences substantially reduce the reliability and dependability of the individual to perform his-their assigned duties, and where they exceed the established standards of the organization.

Conducting non-SAWPA related activities on SAWPA time

The conduct of non-SAWPA related activities on SAWPA time to the extent it interferes with the performance of assigned duties.

Conviction of an act defined as a felony

To be convicted of committing an act defined as a felony under the laws of the State of California or the United States. The nature of the conviction would determine the appropriate disciplinary action.

Conviction of an act defined as a misdemeanor involving moral turpitude

To be convicted of an act defined as a misdemeanor involving moral turpitude under the laws of the State of California or the United States. The nature of the conviction would determine the appropriate disciplinary action.

Discourtesy to the public, a supervisor, or another employee

Verbal or physical conduct that displays or exhibits a lack of respect to members of the public, a supervisor, or another employee.

Failure to carry out responsibilities and/or authority as set forth in the SAWPA safety rules

Any inappropriate action or failure to act in accordance with an employee's responsibilities and/or authority as set forth in the SAWPA safety rules.

Failure to follow directions or procedures

Failure of an individual to follow a specific direction given or a known and routine procedure in the course of his-their duties without willful intent where such direction or procedures involve minor or routine matters.

Failure to maintain minimum job requirements

The failure to maintain required skills, abilities, and certifications as stipulated in official SAWPA job description for the employee's classification.

Failure to perform assigned work

The failure to perform work assigned or required in the accomplishment of job duties in a timely manner.

Falsifying official reports

An intentional presentation of inaccurate, incomplete, or false data on any report or other work product. Those reports which have a legal status (i.e., police reports, official statements, etc.) shall be considered a more serious category within this offense.

Fraud in securing and/or maintaining employment

To falsify any information provided or to be misleading by the information provided, including omissions, in an attempt to gain, secure, or maintain employment with SAWPA.

Illegal drug possession or use

The possession or use of any illegal drug.

Improper conduct toward the public

To act in an insulting, provocative, intimidating, or flagrantly discourteous manner toward any member of the public.

Improper political activity

Use of SAWPA time or materials to promote a specific political position or candidate.

Incompetence

The inability to meet the standards of performance established for the position held due to lack of skill, knowledge, or ability.

Inexcusable neglect of duty

To perform a duty or act in a negligent manner or to fail to perform assigned or known duties and obligations that are critical in nature.

Insubordination

Actions by an individual that clearly and obviously indicate a resistance or defiance of a Supervisor's authority or clearly treat the supervisor with disrespect, including the use of obscene or threatening language or acting in a violent or intimidating manner.

Loss of equipment through neglect

To misplace or lose SAWPA equipment through negligence or lack of safeguarding.

Misuse of SAWPA time

The use of SAWPA time for activities inappropriate in the work place (i.e., horseplay, loafing, creating disruption between employees, etc.).

Misuse or damage of SAWPA property or equipment

The use of SAWPA property or equipment for purposes not intended, or in such a manner for which the equipment is not designed, or which is unsafe; or damage to property or equipment due to negligence.

Non-approved leave

An individual being absent from the work place without proper authorization for a period of time less than the normal workday.

Non-approved absence without leave

Being absent from the workplace without proper authorization for a full workday or shift. Each such absence shall be considered a separate offense.

Physical assault or battery

To physically intimidate or attack another individual through the use or intended use of force.

Physical or mental disability

The presence of some physical or mental disability, as determined by an authorized medical physician, that prohibits or interferes with an individual's ability to successfully achieve the established standards of job performance or to perform the essential duties of the position. Based on the employee's disability, full consideration will be given by SAWPA to reasonably accommodate the employee.

Possession of an open alcoholic beverage container or use during the working hours

The possession of an open alcoholic beverage container or use of alcohol during working hours or on SAWPA property.

Selling or dispersion of drugs

The attempt, intent, or actual sale or dispersion of drugs to another individual.

Sexual harassment

See SAWPA Harassment Policy Statement.

Tardiness

Failure to report to work or return from breaks or meals at scheduled times.

Theft

The theft of SAWPA property or property of another individual.

Untruthfulness

Providing false information or withholding accurate and complete information from a supervisor when such information would be routinely provided as a function of normal job duties or as specifically requested.

Vehicle Accident

A vehicle accident involving SAWPA equipment in which the investigating law enforcement agency determines the employee was at fault, and where the resulting damage was minor or major in nature.

Violation of Federal, State or local laws

The conviction of minor infractions and misdemeanors committed while on duty.

Violation of a SAWPA safety regulation

The violation of any of the regulations specified in the SAWPA safety rules.

Violation of SAWPA rules and regulations, policies, and procedures except for unauthorized use of SAWPA vehicles

See SAWPA policies, rules, and ordinances for specifics.

Violation of traffic laws

See Ordinance No. 49, as amended.

Willful disobedience

The intentional and willful failure of an individual to follow specific verbal or written directions or instructions of a supervisor.

Working under the influence of an intoxicating substance

Being on SAWPA property or operating SAWPA vehicles or equipment while under the influence of an intoxicating substance, which includes but is not limited to, alcohol or any other drug, glue, paint thinner, etc., which causes substantial impairment of motor or mental abilities.

Types of Disciplinary Actions

- Counseling
- Oral Reprimand
- Written Reprimand
- Suspension Without Pay for 5 days or less
- Suspension Without Pay in Excess of 5 Days
- Reduction in Pay
- Demotion
- Discharge

Procedural Guidelines for Disciplinary Actions

Generally, a regular employee is apprised of the disciplinary action, given the reasons for that action, given a copy of any supporting documentation, and given a chance to respond to the action, either orally or in writing, by explaining [his or her](#) their side of the story. SAWPA has provided the process described here to ensure that discipline is both effective and fair, but not to alter the at-will status of any employee.

Informal Discipline

Counseling

This step in the progressive disciplinary process includes any informal discussion with an employee designed to assist the employee to fully develop skills and abilities. When there is a disciplinary problem, counseling is usually the first action taken to assist the employee in clarifying and resolving the problem. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, or seek information. It is especially important that this step be taken promptly to avoid the need to escalate the disciplinary action.

Counseling is usually done by the immediate supervisor, but may be done by any supervisory staff up to and including the General Manager.

Oral Reprimand

Oral reprimands should be given by supervisors when counseling has failed to produce the desired changes. The supervisor should follow the same procedures as in the counseling interview, but must also inform the employee that an oral reprimand is being given.

An oral reprimand may be given by the immediate supervisor or any supervisory staff up to and including the General Manager.

Formal Discipline

Written Reprimand

If counseling and oral reprimands have failed to resolve a problem, a written reprimand is often the next step in progressive disciplinary action.

A written reprimand is a formal notice to the employee that further disciplinary action may be taken unless performance or behavior improves.

A written reprimand may be presented by any supervisor up to and including the General Manager.

Suspension without Pay

This form of discipline normally would be the next step where counseling and reprimands have failed to achieve correction of unacceptable behavior, although it may be used as a first form of discipline for some offenses. This action shall only be initiated upon the General Manager's review. An employee may be put on Administrative Leave with pay where the employee's continued presence may be disruptive or constitutes a danger to the safety of the employee or others in the opinion of his-their supervisor, or in the opinion of any superior in the chain of command above the supervisor.

Demotion or Reduction in Pay

Demotion to a position with a lower salary range or a reduction in pay to a lower paying salary step shall be used primarily in response to an employee's failure to maintain minimum job requirements, incompetence or an inability to perform the essential duties of a position. It may also be used, however, for any form of misconduct. Such action shall be reviewed and approved by the General Manager and finalized as a written order of discipline.

Discharge

Permanent termination of an employee's employment with SAWPA is a decision of the General Manager. Termination decisions may be appealed to the SAWPA Commission on the grounds that the decision has a prohibited basis. The termination decision is effective while the appeal process is pending.

Urgent Circumstances

Under urgent circumstances, an employee may be removed or ordered from the work place without following the guidelines outlined above and be placed on administrative leave with pay if, in the opinion of the employee's supervisor or other superior officer, the continued presence of the employee may create a risk of harm to the employee or to others. In such case, the employee's supervisor shall document the circumstances that give rise to said risk of harm.

Appendix 3:
Reimbursement Caps (*Effective July 18, 2023*)

Program	Limit	Per
Wellness Program	\$150.00	Fiscal Year
Professional Memberships	\$300.00	Fiscal Year
Work Boot Reimbursement	\$175.00	Fiscal Year
Education Reimbursement	\$5,250.00	Calendar Year

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COMMISSION MEMORANDUM NO. 2024.29

DATE: June 4, 2024
TO: SAWPA Commission
SUBJECT: COLA and Merit Pool Increases – FY 2024-25
PREPARED BY: Jeff Mosher, General Manager

RECOMMENDATION

That the Commission approve a 4% Merit Pool and a 4.3% COLA increase for FY 2024-25.

DISCUSSION

Member Agency Information

While some SAWPA member agencies are still in negotiations for Cost-of-Living Adjustments (COLA) and merit increases for FY 2024-25, the chart below lists the information currently available.

Member Agency	COLA	Merit
EMWD	5.3% MOU	1% – 4%
IEUA*	TBD	TBD
OCWD	4.5% FYE 2025	3% Budgeted
SBVMWD	4.8% FYE 2025	2.5% - 5%
WMWD	2.9% FYE 2025	1% - 5%

* Salary range increases for FYE 2025 are still in negotiations.

Merit Pool

An annual merit pool of 4% was adopted by the Commission for fiscal year 2024-2025 in the budget and is implemented at the discretion of the General Manager. Merit increases are tied to annual performance evaluations, which maps performance to goals.

Merit increases are based on how staff perform at work and are used to reward staff and as a result encourage staff to achieve SAWPA goals. Merit increases assist SAWPA in tracking staff progress in meeting goals, underscores SAWPA objectives, encourages productivity, and supports staff retention.

COLA

It is recommended that SAWPA continue the practice of determining an appropriate COLA using a standard empirical third-party metric (i.e., the regional Consumer Price Index [CPI]), to maintain salaries at market levels.

To assess the COLA for FY 2024-2025 the following regional Consumer Price Indexes (CPI) were reviewed:

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

The CPI is the aggregate of prices paid by urban consumers for a typical basket of goods for “all items”. Based on the information from the U.S. Bureau of Statistics in the tables in **Attachment 1**, the annual CPIs (calculated month over month) for all items are as follows for 2024:

Index	Annual CPIs (All Items)	Months
Long Beach-Los Angeles-Anaheim	4.03%	March
Riverside-San Bernardino-Ontario	4.26%	March

The CPIs for March for the two indexes range from 4.03% to 4.26%, which reflects the current level of inflation. SAWPA has used March month over month for annual COLA increases.

Based on the two indexes and reviewing member agency information, staff is recommending a 4.3% COLA increase, based on the Riverside-San Bernardino-Ontario Annual CPI range.

RESOURCE IMPACTS

The FY 2024-25 budget has funds available for both the proposed COLA and merit.

The costs of the recommended 4.3% COLA (\$172,744) and 4% merit pool (\$167,461) are in the approved FY 2024-25 Budget.

Total salaries, COLA, and merit will be within the budgeted amount, based on the recommended increases.

Attachments:

1. U.S. Bureau of Labor Statistics – CPIs (All items)

Consumer Price Index - All Urban Consumers

Original Data Value

Series Id: CUURA421SA0

Not Seasonally Adjusted

Area: Long-Beach, Los Angeles, Anaheim. Changed in

Item: All items

Base Period: 1982-84=100

Years: 2012 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.671	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.37	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	214.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591	317.571	317.873	320.089	320.514	322.055	321.931	324.050	324.984	324.545	323.341	323.456	321.583	319.449	323.718
2024	326.640	328.232	330.671												
	2024	2.53%	3.36%	4.03%											

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49CSA0
Not Seasonally Adjusted
Series Title: All items in Riverside-San Bernardino-
Area: Riverside-San Bernardino-Ontario, CA
Item: All items
Base Period: DECEMBER 2017=100
Years: 2017 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2017															
2018	100.916		101.897		102.929		103.139		103.241		103.616		102.732	102.023	103.441
2019	103.991		104.749		105.959		105.816		106.412		106.573		105.697	104.998	106.397
2020	107.143		107.162		106.899		107.640		108.201		108.626		107.672	107.068	108.275
2021	109.550		110.981		113.222		114.682		115.557		117.206		113.875	111.588	116.162
2022	118.963		122.127		123.893		125.262		125.272		125.983		123.784	122.018	125.551
2023	127.683		127.707		128.768		129.525		131.372		131.372		129.545	128.130	130.961
2024	131.358		133.144												
CPI 2024	2.88%		4.26%												

COMMISSION MEMORANDUM NO. 2024.30

DATE: June 4, 2024

TO: SAWPA Commission

SUBJECT: SARCCUP Project Management Services – Consultant Support

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION

To authorize the approval of Task Order No. RMC504-401-11 in the amount not-to-exceed \$136,098 for FYE 2025 with Woodard & Curran for Project Management Services to support the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP).

DISCUSSION

For the past eight fiscal years (FYE2016 through FYE2024), task orders with Woodard & Curran (W&C) have been approved to conduct the project management services to support the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP). The task orders have been funded by a combination of contributions from the five SAWPA member agencies as well as the Proposition 84 Integrated Regional Water Management (IRWM) Grant Agreement administered by SAWPA. The SARCCUP project is scheduled to be completed with construction on June 30, 2025 (i.e. FYE 2025) with the final grant-related project closeout to completed in December 2025 (i.e. FYE 2026).

W&C's tasks include managing a web-based database to track and compile grant-required quarterly progress reports and invoices, develop a grant-required project monitoring plan, lead bi-monthly coordination meetings with the SAWPA member agencies and SAWPA, and provide support with amendments to the Proposition 84 IRWM Grant Agreement. SAWPA staff serves as the contract administrator of W&C.

The FYE 2025 Task Order was reviewed with the SAWPA member agency planning managers, and then provided to the SAWPA member agency General Managers on the May 14, 2024, meeting with SAWPA staff. There were no concerns expressed regarding adopting this FYE 2025 Task Order. Although it represents a 43% increase over FYE 2024, it is necessary to cover the efforts needed related to grant reporting requirements and project close-out reporting. No additional contributions are needed from the SAWPA member agencies for the FYE 2025 budget with W&C.

BACKGROUND

The SARCCUP member agencies agreed that in order to effectively manage the SARCCUP project, bringing on additional assistance for managing the project as a whole was important and necessary. W&C was initially selected for SARCCUP program management through a Request for Proposal process approved by the Commission that took place during summer 2016.

CRITICAL SUCCESS FACTORS

The following OWOW critical success factors are addressed by this action:

1. Administration of the OWOW process and plan in a highly efficient and cost-effective manner.
2. Data and information needed for decision-making is available to all.

RESOURCE IMPACTS.

Funding for the FYE 2025 Task Order will come from the contributions of the five SAWPA member agencies. The first-year costs were funded by the Proposition 84 2015 IRWM grant funds, and the remaining costs over the following years have been funded by the SAWPA member agencies. If the final costs for FYE 2024, FYE 2025 and FYE 2026 come close to their projected amounts of \$90,957, \$136,098 and \$93,358, then there will be funding that can be returned to the member agencies (i.e. from “reserves”). The total amount that can be returned to all five agencies, if the projected amounts are met, is approximately \$290,000.

Attachments:

1. PowerPoint Presentation
2. Task Order RMC504-401-11 with Woodard and Curran

SARCCUP Project Management Services – FYE 2025 Consultant Support

Ian Achimore, Senior Watershed Manager

SAWPA Commission | June 4, 2024



Overview and Recommendation

▶ Overview:

- ▶ GMs reviewed FYE 2025 SARCCUP Project Manager Costs for Woodard & Curran on May 14, 2024, meeting.

▶ Recommendation:

- ▶ Authorize the approval of Task Order RMC504-401-11 in the amount not-to-exceed **\$136,098 for FYE 2025** with Woodard & Curran for Project Management Services to support the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP).

Major Activities in FYE 2024

1. Bi-monthly meetings with SAWPA and planning managers
2. Assisted SAWPA with responding to DWR's invoicing questions
3. Maintain schedule and track deliverable completion
4. Assisted SAWPA with development and quality control review of budget/schedule
5. Updated web-based database per DWR's new amendment requirements
6. Development of project completion report templates for each of the five SAWPA member agencies

FY 2023/2024 Budget: \$90,957

Major Activities for FYE 2025

- ▶ **Task 1:** Bi-monthly meetings with SAWPA and planning managers **(Ongoing)**
- ▶ **Task 13:** Assisting SAWPA member agencies and SAWPA with finalization of project completion reports **(New)**
- ▶ **Task 13:** Assisting SAWPA with the development of the grant completion report and preparation for final project close out **(New)**
- ▶ **Task 13:** Preparing member agencies for reporting on benefits realized from SARCCUP implementation (i.e., water conjunctively used, Santa Ana Sucker riparian acres, etc.) **(New)**
- ▶ **Task 10/11/12:** Report Submittals, Quarterly Progress Reports, Invoices **(Ongoing)**

FYE 2025 Budget: \$136,098

(43% increase over FYE 2024 due to efforts needed for additions reporting requirements and project close-out reporting)

FYE 2025 Task Order Budget

Task	FYE 2025 Proposed Task Order
Task 1: Program Status Reports	\$40,668
Task 2: Labor Compliance	\$0
Task 3: CEQA Compliance	\$0
Task 4: Prepare Project Monitoring Plan	\$0
Task 5: Coordinate Procurement of Appropriate Permits	\$0
Task 6: Schedule Information	\$1,660
Task 7: Construction Activities and Notification	\$0
Task 8: Acknowledgement of Credit/Signage Requirements	\$0
Task 9: Post Performance Monitoring	\$0
Task 10: Report Submittals	\$11,940
Task 11: Quarterly Progress Report	\$9,180
Task 12: Project Invoice Oversight	\$18,480
Task 13: Project Review and Evaluation; Final Reports and Audit	\$54,170
TOTAL:	\$136,098

All W&C Costs (Including Projections)

Fiscal Year Ending	Task Order Adopted Budgets	W&C Actuals (With Quoted Amounts in Purple)	Delta (Under/Over Budget)
FYE 2017	\$310,429	\$307,210	\$3,219
FYE 2018	\$260,515	\$140,885	\$119,630
FYE 2019	\$224,485	\$181,953	\$42,532
FYE 2020	\$229,046	\$154,973	\$74,073
FYE 2021	\$225,005	\$76,737	\$148,268
FYE 2022	\$132,872	\$63,231	\$69,641
FYE 2023	\$84,030	\$48,730	\$35,300
FYE 2024	\$60,906	* \$90,957	(\$30,051)
FYE 2025		\$136,098	NA
FYE 2026		\$93,358	NA
Totals	\$1,527,288	\$1,294,133	NA

No additional invoicing of SAWPA member agencies required.

*Includes change order of \$30,051 for FYE 2024 due to additional requirements in a 2023 DWR amendment (i.e., modified reporting requirements)

Long Term Funding Outlook

Item	Description	Amount
Total W&C Costs (Previous Slide Total)	FYE 2017 to FYE 2026	\$1,294,133
Total Revenue	From All Invoices to SAWPA Member Agencies	\$1,583,762
Amount in Reserves	Funding Remaining (Revenue minus Costs)	\$289,629

Net remains. No additional invoicing of member agencies required for FYE 2025 or FYE 2026.

Notes:

Assumes SARCCUP will complete construction by June 30, 2025 (i.e., FYE 2025) and the final project closeout is completed in FYE 2026.

Recommendation



Authorize the approval of Task Order RMC504-401-11 in the amount not-to-exceed **\$136,098 for FYE 2025** with Woodard & Curran for Project Management Services to support the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP).



**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. RMC504-401-11**

CONSULTANT: Woodard & Curran
888 S. Figueroa Street, Suite 1700
Los Angeles, CA 90017

VENDOR NO.: 1980

COST: \$136,098.00

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: Ian Achimore, Senior Watershed Manager

June 4, 2024

FINANCE: _____
Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding: 504-401-IMPLE-6113-01
Acct. Description: General Consulting

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()
Authorization: June 4, 2024; CM#2024.30

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and Woodard & Curran (Consultant) pursuant to the General Services Agreement between SAWPA and Consultant, entered into on July 5, 2023, expiring December 31, 2026.

I. PROJECT NAME OR DESCRIPTION

SARCCUP Program Management Services

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the implementation of the program management responsibilities for SARCCUP as a whole. For all tasks associated with the scope of work, the Program Manager shall be responsible to ensure the timely provision of all defined Program Manager deliverables and the Sub-Grantee project deliverables to the SAWPA grant administrator. The Program Manager shall also assist SAWPA staff in coordination with DWR. Actual grant reporting is not included in the scope of work. See detailed scope of work attached.

III. PERFORMANCE TIME FRAME

Consultant shall begin work July 1, 2024; and shall complete performance of such services by **June 30, 2025.**

IV. SAWPA LIAISON

Ian Achimore shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$136,098.00**. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

Exhibit A

SCOPE OF WORK

The scope of work of the Program Manager shall address the implementation of program management responsibilities for the SARCCUP as a whole. For all tasks associated with the scope of work, the Program Manager shall be responsible to ensure the timely provision of all defined Program Manager deliverables and the Sub-Grantee project deliverables to the SAWPA grant administrator. Program Manager shall also assist SAWPA staff in coordination with the Department of Water Resources (DWR) grant reporting processes. Actual grant reporting is not included in this scope of work.

TASK 1 - PROVIDE PROGRAM STATUS REPORTS TO SAWPA STAFF AND SAWPA MEMBER AGENCIES PLANNING MANAGERS

The Program Manager shall meet approximately once a month remotely, using readily available screensharing collaborative software such as Microsoft Teams or Zoom, with the SAWPA staff, Sub-Grantee representatives and other SAWPA member agency staff (generally referred to as the “SARCCUP Technical Group”) to coordinate all activities including tracking, communicating, and defining responsibilities toward scope, schedule, budgets and deliverables. The Program Manager shall perform the following administrative activities as needed:

- 1) Coordinate meeting scheduling,
- 2) Complete agenda preparation, and
- 3) Transcribe meeting notes.

The Program Manager shall attend Project Agreement 23 Committee meetings remotely when that option is available.

The Program Manager shall assist SAWPA with development of detailed budget, schedule and work plan updates for DWR amendments. This involves analyzing cost information, schedule updates, and scope changes from the member agencies, reviewing for consistency, and providing drafts to SAWPA for review. Program Manager shall coordinate edits with the member agencies, if any, before providing to SAWPA.

The Program Manager will support Sub-Grantees with the compilation and submission of a Project completion report. Program Manager will lead the development of a Project Completion Report template for the five SAWPA member agencies and SAWPA. Program Manager will make initial inputs into the template using their understanding of the various five SAWPA member agencies’ SARCCUP projects. This includes filling out the deliverables completed and the SAWPA member agency vendor invoice tables. Edits will be coordinated with SAWPA, and then templates will be provided to member agencies for the member agencies to review the inputs the Program Manager made and add their own. Program Manager will initially review inputs made in the templates by the member agencies. SAWPA will complete the final review of the input into the templates before Project Completion Reports are submitted to DWR for their review. Any questions from DWR on the Project Completion Reports will be initially answered by Program Manager, if feasible, before they are shared with member agencies to review. SAWPA will submit final Project Completion Reports to DWR that address DWR’s review questions.

TASK 2 - LABOR COMPLIANCE PROGRAM - DEPARTMENT OF INDUSTRIAL RELATIONS

This task is not included in the scope of the Program Manager.

TASK 3 - CEQA COMPLIANCE

This task is not included in the scope of the Program Manager.

TASK 4 - PREPARE PROJECT MONITORING PLAN

This task is not included in the scope of the Program Manager.

TASK 5 - COORDINATE APPROPRIATE PERMITTING EFFORTS

This task is not included in the scope of the Program Manager.

TASK 6 - SCHEDULE INFORMATION

Program Manager shall coordinate with Sub-Grantees and SAWPA to ensure that the Program and each of the projects are progressing according to schedule. Program Manager shall update the comprehensive program schedule by task. Program Manager shall distribute the updated schedule to SAWPA staff approximately two weeks prior to the Project Agreement 23 meetings for SAWPA to include in the agenda packet. Program Manager shall coordinate with each of the Sub-Grantees to obtain monthly schedule updates for each of the identified projects.

TASK 7 - CONSTRUCTION ACTIVITIES AND NOTIFICATION

This task is not included in the scope of the Program Manager.

TASK 8 - ACKNOWLEDGEMENT OF CREDIT/SIGNAGE REQUIREMENTS

This task is not included in the scope of the Program Manager.

TASK 9- BENEFIT ASSESSMENT

This task is not included in the scope of the Program Manager.

TASK 10 - REPORT SUBMITTALS

Program Manager shall institute a document management, tracking, and retrieval system that provides

access to all Programs Documents. Program Manager shall utilize a cloud-based system such as Opti that provides for access by SAWPA and each Sub-Grantee of all relevant documents, including invoices, schedules, reports, disbursements, etc. Program Manager will update reporting templates for Sub-Grantee projects according to grant agreement amendments, as needed.

Program Manager shall work with Sub-Grantees to coordinate the preparation and submittal of quarterly, annual and final reports as specified in the SARCCUP and following DWR requirements and the IRWM Grant Agreement guidelines.

Program Manager shall work with Sub-Grantees to ensure that the following is accomplished for each project contained in the Program scope of work:

- 1) Establish an official Project file that documents all significant actions relative to the Project;
- 2) Establish separate accounts that adequately and accurately itemize and describe all amounts received and expended on the Project, including local expenditures and grant funds received under the IRWM Grant Agreement;
- 3) Establish separate accounts that adequately and accurately itemizes and describes all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed and income attributable to each Sub-Grantee.
- 4) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs;
- 5) Establish such accounts and maintain such records as may be necessary for the State, DWR and SAWPA to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- 6) If Force Account is used by any Sub-Grantee for any phase of the Program, Program Manager shall establish an account that adequately and accurately itemizes and describes all employee hours, and associated tasks charged to the Program per employee.

Program Manager shall also coordinate with Sub-Grantees to ensure that all local project contractors and subcontractors maintain books, records, and other material relative to the project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material for a minimum of five (5) years after project completion. All such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.

Program Manager working with the Sub-Grantees shall ensure that each Sub-Grantee maintain books, records and other material concerning the Program in accordance with generally accepted government accounting standards and as required by the SAWPA Sub-Grantee Agreements.

Program Manager working with the Sub-Grantees shall expeditiously provide, during work on the Program and as a Program Manager Scoping Option, for three years after completion of the Program construction, such reports, data, information and certifications as may be reasonably required by SAWPA. Such documents and information shall be provided in electronic format.

TASK 11 - QUARTERLY PROGRESS REPORTS

Program Manager shall work with the Sub-Grantees in compiling, evaluating and combining the local project component quarterly progress reports into a Program Quarterly Report which shall be submitted to the SAWPA grant administrator. The Sub-Grantee Quarterly Progress Reports shall provide a brief description of the work performed, activities, milestones achieved, any accomplishments as well as any problems encountered in the performance of the work.

Report Format:

Progress reports shall generally use the following format, organized by groundwater basin banks and other project components, and which may be modified as needed to effectively communicate information. For each project, describe the work performed including:

- Project Status
- Describe the work performed during the time period covered by the report, tasks/subtasks/categories, including but not limited to:
- Updates on all ongoing tasks.
- Estimates of the percent (%) complete by task and the overall Program.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

COST INFORMATION

For each project, provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved by the PA-23 committee to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

TASK 12 - PROJECT INVOICE OVERSIGHT

Program Manager shall facilitate program budget compliance by obtaining copies of all project invoices and tracking the invoices submitted by the Sub-Grantees to the SAWPA grant administrator, as well as the documentation of the distribution of grant funding to the Sub-Grantees following State reimbursement. Using this documentation, Program Manager shall conduct an accounting of funds expended to complete the program including the tracking cost share obligation of the overall SARCCUP Program under Sub-Grantee agreements with SAWPA. Program Manager will compile a copy of all

invoices from the SAWPA member agencies on a monthly basis and prepare a list of all invoices based on submittal of all SAWPA member agencies implementing the project elements. Information to be included for each invoice will be the date of submittal, the amount, the date a reimbursement check was received, and the amount of the check. A summary of payments made by all the SAWPA member agencies for local SARCCUP implementation projects will be compiled by the Program Manager and submitted to meet the cost share obligations of the Grant Agreement.

Program Manager will prepare a summary of final funds disbursed including labor cost of personnel of the agency and the consultant, including hours, rates, types of professionals and reasons for consultant (design, CEQA, etc.); project cost information, shown by material, labor costs, and any change orders; details of any other costs incurred' and a statement verifying separate accounting of funding disbursements.

Invoices shall be completed in the following format requirements:

- Invoices shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- Invoices shall be itemized. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e. hours or days worked times the hourly or daily rate = the total amount claimed).
- Sufficient evidence (i.e. receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
- Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount and those costs that represent the project's share as applicable.
- Invoices also shall include the following information:
 - Costs incurred for work performed in implementing the project contracts during the period identified in the particular invoice.
 - Costs incurred for any interests in real propels (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
 - Appropriate receipts and reports for all costs incurred.

TASK 13 - PROJECT REVIEW AND EVALUATION; FINAL REPORTS AND AUDIT

Program Manager, working with the Sub-Grantees, shall obtain copies of all final project completion reports submitted to the SAWPA grant administrators to ensure that the overall Program is in compliance with the respective Sub-Grantee agreements with SAWPA for construction and implementation of project components and to ensure full completion of the program.

Program Manager shall be available to engage with SAWPA Audit if called, and will support SAWPA Grant Administrators if the California Departments of Finance or Water Resources conduct an audit of the program, which may occur during or following program completion.

In addition to the documents and deliverables required to be provided by the IRWM Grant Agreement, within 90 days after completion of Program but no later than 14 days prior to the due date indicated in the IRWM Grant Agreement, the Program Manager will support the Sub- Grantees providing to SAWPA grant administrators a final Project summary report on the Program. The summary shall include, at a minimum, all of the following:

- A description of the completed projects including purpose, goals, activities completed and participants, the general performance characteristics (e.g. the delivery rate and quantity of water pumped) of the constructed facilities, a description of the water quality benefits attained from the construction of the project (consistent with the Project Management Plan), any goals not achieved or only partially achieved, lessons learned, public outreach conducted, a summary of the construction program, a summary of all documents submitted to SAWPA in compliance with the IRWM Grant Agreement, and copies of any final documents or reports generated or utilized during a project. The summary shall also contain a description of startup activities, problems encountered, corrective measures completed as well as any changes or amendments to the project.
- A final cost summary listing the total project costs, total project costs eligible for grant funding under the IRWM grant agreement, total amount of grant funds received, and other financial information as may be reasonably required by the DWR to verify entitlement to grant funds, to assure program integrity, and to comply with federal requirements. The report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify the SAWPA entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. Program Manager in coordination with SAWPA member agencies shall certify the report as correct.
- A final schedule showing actual progress versus planned progress.
- If applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D-15, "Final Inspection and Certification of Registered Civil Engineer".
- A DWR "Certification of Project Completion".

PROJECT COMPLETION REPORT

Program Manager will support Sub-Grantees with the compilation and submission of a Project completion report using the following format.

Executive Summary

Provide a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the IRWM Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Sub-Grantee Agreement, with a short description of the amendment.

- Reports and/or Products
- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that each Project meets the stated goal of the IRWM Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how' those problems were resolved
- A final project schedule showing actual progress versus planned progress
- Costs and Dispositions of Funds

A list showing the following:

- The date each invoice was submitted to SAWPA
- The amount of the invoice
- The date the check was received from SAWPA
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Sub-Grantee Agreement.

A summary of final funds disbursement including:

- Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
- Project cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
- Accounting of the cost of project expenditure;
- Include all internal and external costs not previously disclosed; and
- A discussion of factors that positively or negatively affected the project cost and an3 deviation from the original project cost estimate.
- Additional Information
- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress.

- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

TASK 14 - PROJECT CLOSEOUT DOCUMENTATION

This task is not included in the scope of the Program Manager.

Exhibit B
Fee Schedule

Task	Budget
Task 1: Program Status Reports	\$40,668
Task 2: Labor Compliance	\$0
Task 3: CEQA Compliance	\$0
Task 4: Prepare Project Monitoring Plan	\$0
Task 5: Coordinate Procurement of Appropriate Permits	\$0
Task 6: Schedule Information	\$1,660
Task 7: Construction Activities and Notification	\$0
Task 8: Acknowledgement of Credit/Signage Requirements	\$0
Task 9: Post Performance Monitoring	\$0
Task 10: Report Submittals	\$11,940
Task 11: Quarterly Progress Report	\$9,180
Task 12: Project Invoice Oversight	\$18,480
Task 13: Project Review and Evaluation; Final Reports and Audit	\$54,170
TOTAL:	\$136,098

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COMMISSION MEMORANDUM NO. 2024.31

DATE: June 4, 2024

TO: SAWPA Commission

SUBJECT: Integrated Climate Adaptation and Resiliency Program Regional Resilience Planning and Implementation Grant Program: Development of the Santa Ana River Watershed Climate Adaptation and Resilience Plan

PREPARED BY: Rachel Gray, Water Resource and Planning Manager

RECOMMENDATION

Receive and file.

DISCUSSION

As presented in the June 6, 2023, and July 18, 2023, Commission meetings, staff is developing a strategy to supplement the One Water One Watershed (OWOW) Plan with a Regional Climate Adaptation and Resilience Plan (Plan). The Plan would define watershed-scale climate risks and vulnerabilities, develop climate adaptation strategies, develop a portfolio of planned and potential resiliency projects, connect the equity outcomes for underrepresented communities, and strengthen broad-based partnerships that advance shared interests across the watershed.

Staff applied for grant funding from OPR for the Integrated Climate Adaptation and Resiliency Program Regional Resilience Planning and Implementation Grant Program and was chosen to receive grant funding.

The Plan would advance multi-beneficial projects with a diverse range of stakeholders with a common goal to increase resilience in the watershed. The regional Plan would daylight the interconnectivity of individual and regional projects and demonstrate the upstream/downstream benefits while building on types of stakeholders engaged in the plan development. The regional Plan would also consider affordability risks and underrepresented communities related to climate vulnerabilities and establish a clear connection between resilience initiatives and equitable outcomes. This effort would provide benefits to a wide array of stakeholders (member agencies, utilities, cities, communities) and provide a mechanism for future funding from a variety of funding sources for implementation of projects that advance watershed resilience.

Over multiple funding rounds, the RRGF will invest funding into regions advancing resilience and responding to their regions' greatest climate risks through three major activities: capacity building, planning (including identifying climate resilience priorities), and project implementation.

These partners will incorporate a range of stakeholder and community perspectives and build networks for collaborative implementation strategies. The planning process will be guided by two groups: the Watershed Resilience Technical Advisory Committee (WRTAC) and the Watershed Resilience Community Advisory Panel (WRCAP). This structure is designed to ensure that stakeholders are involved across all phases of the plan development. During the vulnerability assessment phase, the WRTAC will work to incorporate stakeholder input on existing studies and an analysis of the climate risks (i.e., extreme heat, extreme weather, drought, and wildfire). During the adaptation analysis phase, the WRTAC will work to incorporate stakeholder input on identifying existing or potential options, programmatic approaches, and prioritization criteria. The WRCAP will play a similar role through direct

community engagement. Both groups will support implementation planning by ensuring that the right combination of stakeholders and partners are incorporated into resilience portfolios.

Members of the WRCAP will include:

WRCAP	Entity	Spatial Distribution
Tribal	Soboba	San Bernardino
Member Agency Communications	SBV, WW, EMWD, IEUA, OCWD	Regional
Community	ISC3	Riverside
Community	California Rural Water Association	Regional
Community	OC Coastkeeper/IE WaterKeeper	Inland Empire/ Orange County
Community	Santa Ana Watershed Association	Regional
Regional	Steering Committee Member (City/County)	Regional
Community	Inland Action	San Bernardino
Community	Climate Action Campaign	Orange County
Community	Accelerate Neighborhood Climate Action	Redlands

Members of the WRTAC will include:

WRTAC	Entity	Typologies Covered
Planning Manager MA	OCWD Planning Staff	Shoreline Urban
Planning Manager MA	SBVMWD Planning Staff	Headwaters
Planning Manager MA	EMWD Planning Staff	Agricultural
Planning Manager MA	IEUA Planning Staff	Inland Urban
Planning Manager MA	WMWD Planning Staff	Inland Urban
Tribal	Soboba	Tribal
Riverside County/Water	Riverside County Flood Control	Water/County
Orange County/Water	Orange County Watersheds	Water/County/Regional
San Bernardino County/Water	San Bernardino Flood Control	Water/County
Ag & Natural Resources	UCR	UCR (Sustainability)
Energy	Southern California Edison	Regional
Forest/State	United States Forest Service	Forest/Federal/Headwaters
Regional	WRCOG/CalTrans	Land Use/Regional
Transportation	CalTrans	Regional
Regional	MWDSC	Water/Regional
RWQCB (ex-officio)	Santa Ana - Jayne Joy	Water/Regulatory

Near-Term Schedule:

Task	Timeline
Execute Grant Agreement	May-June 2024
Execute MOU and Sub-Grantee Agreements	June 2024
Approval for RFP	June 2024
Consultant Selection	July 2024

CRITICAL SUCCESS FACTORS

- Leverage existing information for the benefit of SAWPA, its members, and other stakeholders.
- Active participation of a diverse group of stakeholders representing counties, cities, and water districts, as well as the tribal communities and the regulatory, community-based, and environmental justice communities who integrate the different interests in the watershed beyond political boundaries. Ensuring all perspectives are heard and valued during the development of the regional climate adaptation and resilience plan.
- SAWPA has a strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership, and community engagement.

RESOURCE IMPACTS

The Santa Ana River Watershed Project Authority has been selected as a Round 1 Grantee for the Regional Resilience Grant Program (RRGP) award of \$644,190 for the Santa Ana River Watershed Climate Adaptation and Resilience Plan. There will be no financial impact on member agencies except for staff time in responding to SAWPA staff information requests.

Attachments:

1. PowerPoint Presentation

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SANTA ANA WATERSHED
PROJECT AUTHORITY

Santa Ana River Watershed Climate Adaptation and Resilience Plan: Establishing Workgroups

Agenda Item No. 6.C

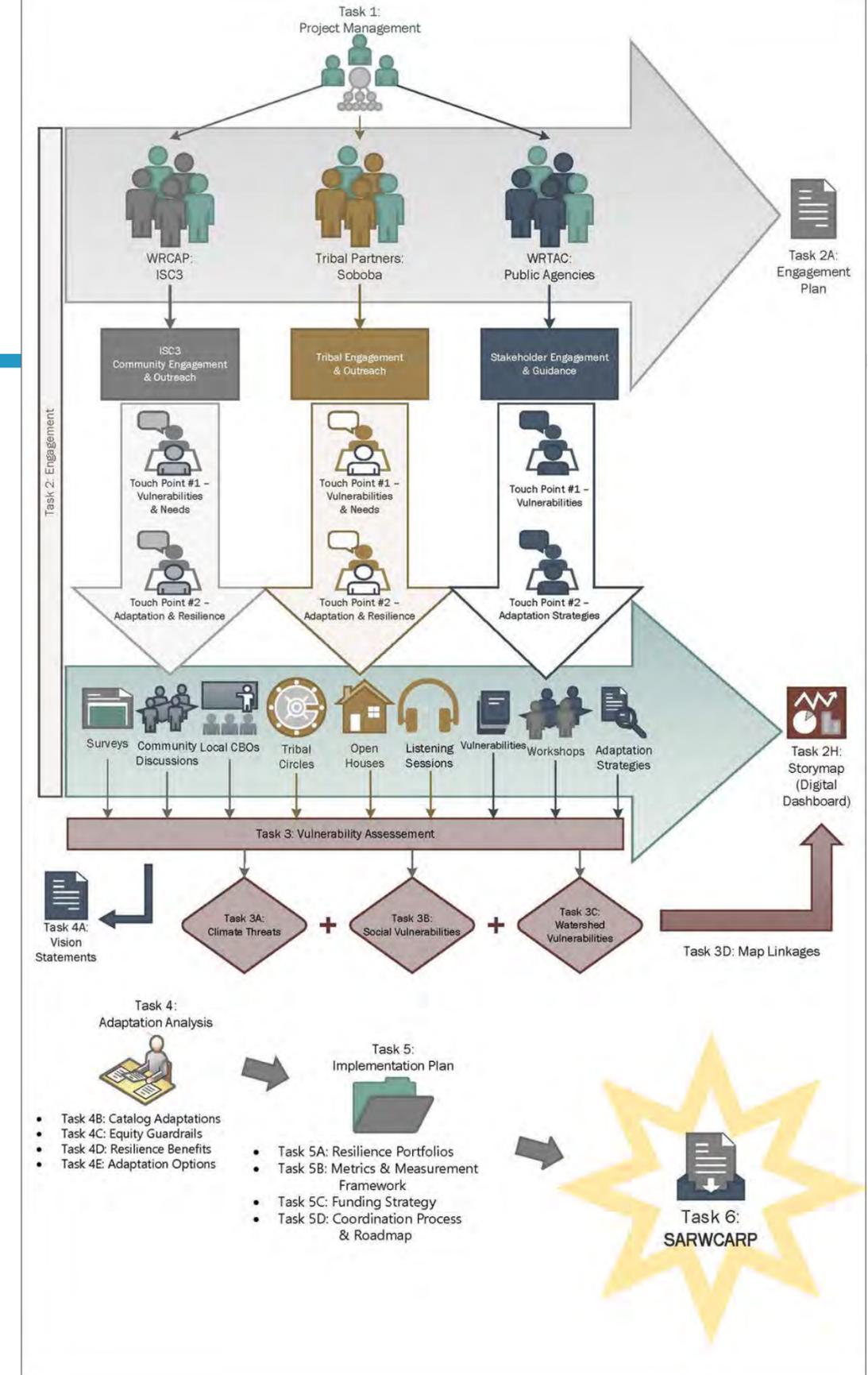
June 4, 2024

Rachel Gray

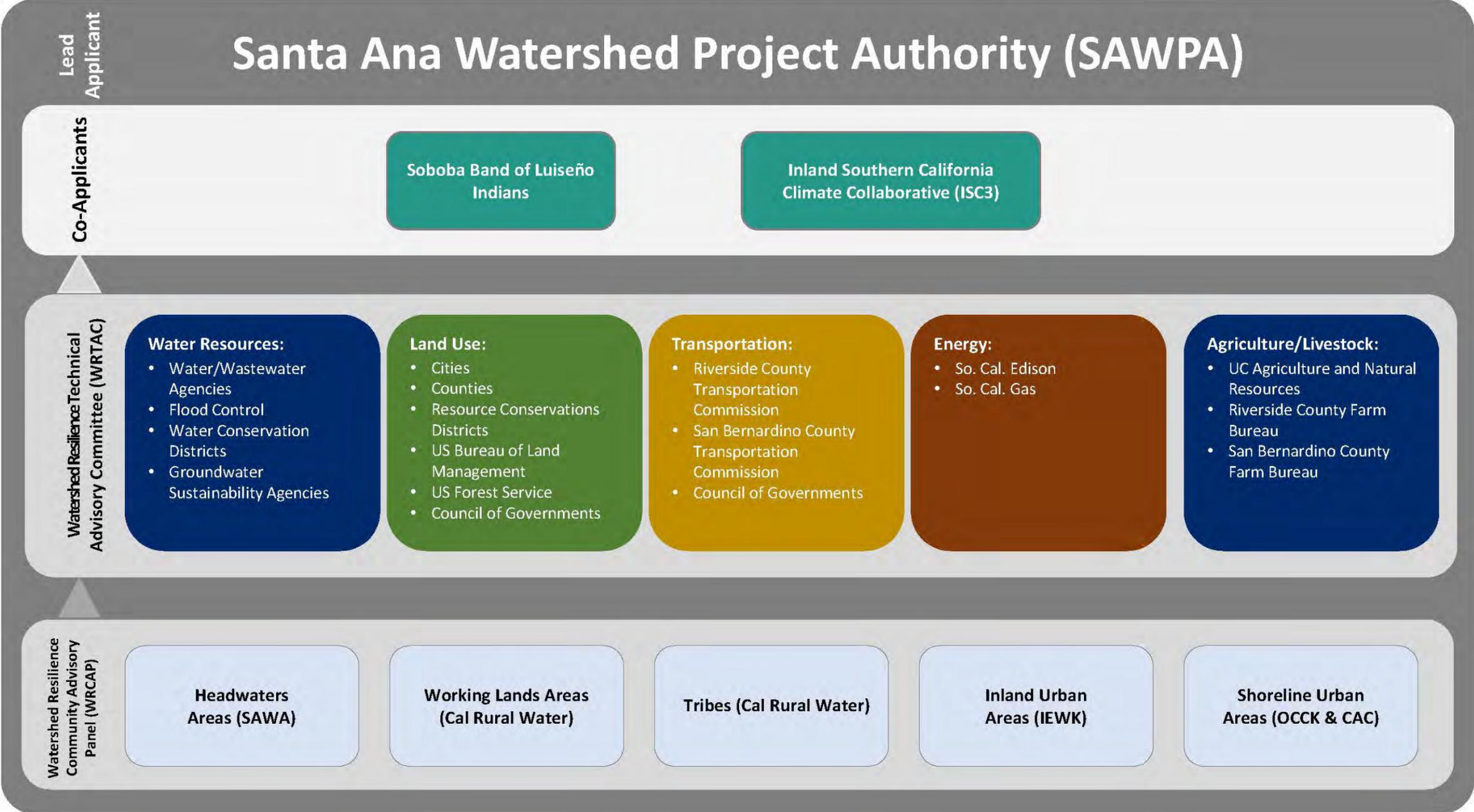
Water Resources and Planning Manager

Co-Applicants & Roles

- Soboba Band of Luiseño Indians (Soboba):
 - Tribal Perspective and Tribal Engagement
- Inland Southern California Climate Collaborative (ISC3):
 - Community Perspective
 - Stakeholder and Community Engagement
 - Facilitate Watershed Resilience Community Advisory Panel (WRCAP)



Stakeholder Engagement Roadmap



Community Stakeholder Engagement

Community and Stakeholder Engagement

➤ WRCAP:

- It will serve as a forum to inform the planning process with community perspectives across the Watershed.
- The WRCAP will be facilitated by ISC3 with support from Soboba.
- Engage on a quarterly basis.
- Track and guide engagement activities: climate vulnerabilities, adaptation strategies.
- Provide guidance for development of the adaptation portfolios (such as distribution across typologies).
- Ensure that CBOs are effectively integrated into the implementation plan.
- Dr. Valerie Olsen (UCI Department of Anthropology) will serve as an expert advisor to the WRCAP for the development of engagement and outcome strategies.

Watershed Resilience Community Advisory Panel (WRCAP)

WRCAP	Entity	Spatial Distribution
Tribal	Soboba	San Bernardino
Member Agency Communications	SBV, WW, EMWD, IEUA, OCWD	Regional
Community	ISC3	Riverside
Community	California Rural Water Association	Regional
Community	OC Coastkeeper/IE WaterKeeper	Inland Empire/Orange County
Community	Santa Ana Watershed Association	Regional
Regional	Steering Committee Member (City/County)	Regional
Community	Inland Action	San Bernardino
Community	Climate Action Campaign	Orange County
Community	Accelerate Neighborhood Climate Action	Redlands

Public Agency Stakeholder Engagement

Public Agency Stakeholder Engagement

➤ WRTAC:

- The WRTAC will be facilitated by SAWPA with support from ISC3 and serve as connective tissue across stakeholders in the water resources, local government, land management, energy, and agriculture contexts.
- Engage on a quarterly basis.
- Comprised of public agency stakeholders to provide guidance and technical input on the project touch points (climate vulnerabilities and adaptation strategies).
- Provide input on data from existing studies and an analysis of the climate risks (i.e., extreme heat, extreme weather, drought, and wildfire).
- Provide input on adaptation analysis by identifying existing or potential options, programmatic approaches, and prioritization criteria for portfolio of projects.
- Dr. Valerie Olsen will serve as an expert advisor to the WRTAC on visioning and goal setting.

Watershed Resilience Technical Advisory Committee (WRTAC)

WRTAC	Entity	Typologies Covered
Planning Manager MA	OCWD Planning Staff	Shoreline Urban
Planning Manager MA	SBVMWD Planning Staff	Headwaters
Planning Manager MA	EMWD Planning Staff	Agricultural
Planning Manager MA	IEUA Planning Staff	Inland Urban
Planning Manager MA	WMWD Planning Staff	Inland Urban
Tribal	Soboba	Tribal
Riverside County/Water	Riverside County Flood Control	Water/County
Orange County/Water	Orange County Watersheds	Water/County/Regional
San Bernardino County/Water	San Bernardino Flood Control	Water/County
Ag & Natural Resources	UCR	UCR (Sustainability)
Energy	Southern California Edison	Regional
Forest/State	United States Forest Service	Forest/Federal/Headwaters
Regional	WRCOG/CalTrans	Land Use/Regional
Transportation	CalTrans	Regional
Regional	MWDSC - Warren Teitz	Water/Regional
RWQCB (ex-officio)	Santa Ana - Jayne Joy	Water/Regulatory

Near-Term Tasks

March/April 2024

- Draft Grant Agreement (OPR/SAWPA)
- Draft Sub-Grantee Agreement:
 - SAWPA/Soboba
 - SAWPA/ISC3

May 2024

- Execute Grant Agreement
- Execute Sub-Grantee Agreements
- Execute MOU
- Release RFP
- Establish Working Groups:
 - WRTAC
 - WRCAP

June 2024

- Consultant Selection and Contracting

July 2024

- Work Plan
- Engagement Plan

August/September 2024

- First Engagement Touchpoint: Climate Risks and Vulnerabilities

SARWCARP Grant Term Timeline

Year	2024												2025											
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Grant Agreement Execution				█	█																			
Consultant RFP Posting					█	█																		
Consultant Proposal Review and Selection						█	█																	
Grant Period Anticipated				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
SARWCARP Development Process							█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Apply for RRGP Implementation Grants																								█

Thank You

Rachel Gray
Santa Ana Watershed Project Authority
Office (951) 354-4250
rgray@sawpa.gov
sawpa.gov



OWOW Quarterly Report

January - March 2024

Rachel Gray, Water Resources and Planning
Manager

SAWPA OWOW Status Report
1/1/24 to 3/31/24

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SAWPA OWOW Status Report 1/1/24 to 3/31/24



PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
OWOW Planning	Integrated Regional Water Management Planning and Grant Application Support for the Santa Ana River Watershed	<ul style="list-style-type: none"> • Staff worked with the Roundtable of IRWM Regions Network Coordinator to facilitate bi-monthly meetings with Roundtable members that include DWR staff to discuss pertinent topics. • Staff worked with the Roundtable of Regions to develop an IRWM transition plan which requires meeting with staff from State agencies such as the State Water Board and Department of Water Resources. • The Governor’s Office of Planning and Research awarded the Santa Ana River Watershed Project Authority \$644,190 for the Santa Ana River Watershed Climate Adaptation and Resilience Plan through the Regional Resilience Grant Program (RRGP). 	<ul style="list-style-type: none"> • Update the Roundtable of Regions website on a continual basis. • Develop and finalize the IRWM transition plan. • Amend OWOW Plan to include Santa Ana River Watershed Climate Adaptation and Resilience Plan. 	Roundtable of Regions Meeting on June 26, 2024
Santa Ana River Watershed Weather Modification Pilot Project	Conduct a pilot project with validation and stormwater capture analysis for weather modification (cloud seeding) program for the Santa Ana River Watershed	<ul style="list-style-type: none"> • Coordinated with the Desert Research Institute (DRI), SAWPA’s consultant validating the four-year seeding pilot. DRI and SAWPA staff discussed the need for streamflow data from the Santa Ana River Watershed and a comparative watershed, as well as the pre-seeding snow surveys to determine the presence of silver iodine in the field. • Final biological survey before equipment installation (October 2-3, 2023) • Finalization of the Operations Plan on October 23, 2023. • Finalization and distribution of Communication Plan. • Equipment set-up and testing (October 5-31, 2023). • Operator training (October 31, 2023). • Start of Year 1 Operations (November 15, 2023). • Notifications to local fire departments (December 2023 – January 2024). 	<ul style="list-style-type: none"> • Future presentations about the SAWPA weather modification pilot project to interested parties. • Provide update to funding parties. • Work on validation component of Pilot Program. • Develop scope of work for surface water modeling. 	Update to SAWPA Commission targeted for February 2024.
Santa Ana River Watershed Sustainability Assessment	Conduct a Watershed Sustainability Assessment	<ul style="list-style-type: none"> • The latest Santa Ana River Watershed Sustainability Assessment was completed in 2019. The next one is anticipated to be updated in Fiscal Year Ending 2024. 	<ul style="list-style-type: none"> • Update Watershed Sustainability Assessment in FY2023-2024. 	None at this time.

SAWPA OWOW Status Report
1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
Prop 1 IRWM Disadvantaged Community Involvement (DCI) Program Implementation	Needs assessment, education and outreach, and technical assistance for disadvantaged, economically distressed and under- represented communities in the watershed	<ul style="list-style-type: none"> • SAWPA staff continued to maintain the DCI Program webpage on the SAWPA website. • 	<ul style="list-style-type: none"> • None at this time. 	None at this time.
	Proposition 1 IRWM Disadvantaged Communities Involvement (DCI) Grant Set-Aside funding made available through the 2021 Urban and Multibenefit Drought Relief Grant Program	<ul style="list-style-type: none"> • SAWPA staff is working with our program partners to prepare a proposal for an amendment to extend the DWR grant agreement. • SAWPA staff will continue to coordinate with the CRWA and the City of Fullerton to track the progress of the projects and next steps. 	<ul style="list-style-type: none"> • SAWPA to petition DWR to amend grant Agreement to address requests by CRWA and the City of Fullerton to revise final project completion dates and City of Colton to approve a replacement project for the abandoned Well 32 project. • Submit 6th quarterly progress report and invoice to DWR in April 2024. 	Status reports on this effort will be provided by staff at future OWOW Steering Committee and SAWPA Commission meetings as appropriate.
	Proposition 1 Round 2 IRWM Implementation Grant Program DAC Grant Writing Assistance	<ul style="list-style-type: none"> • SAWPA staff finalized a grant agreement with DWR. • SAWPA staff continues work on a three-party sub-agreement with CRWA and Box Springs Mutual Water Company for the Box Springs MWC Well Improvements project. 	<ul style="list-style-type: none"> • sub-agreement with CRWA and Box Springs MWC. • Begin work on the Box Springs MWC Well Improvements project 	Coordination meetings will be planned once agreements are in place for the Grant projects to be funded.

SAWPA OWOW Status Report
1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) Implementation	Implementation of SARCCUP (which includes conjunctive use, fish habitat, invasive weed removal, and water use efficiency programs) through the PA 23 Committee.	<ul style="list-style-type: none"> • SAWPA is working to implement the water use efficiency task, so it is completed by June 2024. The consultant, NV5, is working with eight different retail water agency partners to complete this work. Work was completed with six of the retail water agencies; the remaining two will be completed by June 2024. • The grant agreement amendment no. 4 was adopted on January 29, 2024. 	<ul style="list-style-type: none"> • Finish water use efficiency task by June 2024. • Work with the member agencies to answer any of DW's questions related to Amendment No. 4. 	Bi-weekly SARCCUP Planning Manager meetings.
Prop 84 IRWM Round 1	Grant administration of Prop 84 IRWM Round 1	<ul style="list-style-type: none"> • This round of funding is complete 	<ul style="list-style-type: none"> • None. 	
Prop 84 IRWM Round 2	Grant administration of Prop 84 IRWM Round 2	<ul style="list-style-type: none"> • All projects are complete 	<ul style="list-style-type: none"> • All grant administration will continue until the final Round 2 project is implemented and continues with annual monitoring for 3 years after the completion of the projects. 	
Prop 84 IRWM 2015 Round	Grant administration of Prop 84 IRWM 2015 Round	<ul style="list-style-type: none"> • Staff prepared and reviewed the grant invoice and progress report for the fourth reporting period of 2023 that is due to DWR on February 29, 2024. 	<ul style="list-style-type: none"> • Submit the 1st quarterly report/invoice of 2024 to DWR by May 30, 2024. 	Bi-weekly SARCCUP Planning Manager meetings.

SAWPA OWOW Status Report
1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
Prop 1 IRWM Round 1	Enhancements to Watershed-Wide Water Budget Decision Support Tool	<ul style="list-style-type: none"> • Task 1 Aerial Imagery - complete. • Task 2 - Landscape Analysis – Reclamation is working to develop a deep learning model to conduct Landscape analysis for retail water agency service areas within the upper Santa Ana River Watershed. • SAWPA finalized an amendment to the Reclamation agreement, which provided for additional reclamation grant funding to complete landscape analysis for the upper watershed. • Task 3 – Decision Support Tool, SAWPA staff does not anticipate additional work on the decision Support Tool until USBR is further along in completing their landscape modeling. 	<ul style="list-style-type: none"> • SAWPA to continue efforts to develop a report to present to DWR to support the use of Reclamation’s modeled landscape measurements by water retailers in the Santa Ana Watershed for regulatory compliance. • Staff to initiate efforts to develop the framework for the decision Support Tool. This may include collaboration with Eagle View of the possibility using their Water View tool to share the results of Reclamation’s landscape analysis and validation results. 	
Prop 1 IRWM Round 1	Grant administration of Prop 1 IRWM Round 1	<ul style="list-style-type: none"> • Staff continues to work with the agencies involved in the 9 projects under the first round of Prop 1 IRWM program to undertake all labor associated with interaction with DWR staff; project invoices processing including review, verification and submittal to DWR; project reporting review, verification and submittal to DWR; all DWR agreements, SAWPA Sub-agreements and Amendments preparation, processing and execution; DWR payment processing; project implementation inspection and verification; assembling, reviewing and submittal of Financial Statements; coordination and review of all Labor compliance; review and verification of all certifications, permits, and CEQA; project deliverables review, verification and submittal to DWR; project benefit assessment; review and verification of project monitoring plan; review and verification of project signage; review, verification and preparation of all documentation for audit review; grant administration budget preparation, monitoring, projections and assessment; SAWPA management review, oversight and direction regarding these defined tasks. 	<ul style="list-style-type: none"> • Submit the 4th quarterly report/invoice of 2023 to DWR by March 1, 2024 	
Prop 1 IRWM Round 2	Grant administration of Prop 1 IRWM Round 2	<ul style="list-style-type: none"> • Staff is working to execute grant sub-agreements with our program partners. 	<ul style="list-style-type: none"> • Work with agencies to get fully executed sub-agreements 	

Roundtables Quarterly Report

January – March 2024

Rachel Gray, Water Resources and Planning
Manager

SAWPA Roundtables Status Report
1/1/24 to 3/31/24

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SAWPA Roundtables Status Report

1/1/24 to 3/31/24



PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Middle Santa Ana River (MSAR) Pathogen TMDL Task Force	Implement TMDLs to address impairments to water quality relating to the fecal coliform objective established to protect the REC-1 use for waterbodies located within the Middle Santa Ana River Watershed.	<ul style="list-style-type: none"> • SAWPA continued Task Force Administration including management and review of consultant contracts, project invoices, and annual Task Force budget. • Task Force consultant, Tess Dunham continued her effort to orchestrate the TMDL Implementation strategy for the MSAR TMDL Task Force, with the support of Steve Wolosoff and Richard Meyerhoff (GEI Consultants). • Final Draft Basin Plan language and updated TMDL technical report under review by Task Force stakeholders. 	<ul style="list-style-type: none"> • Consultant team is expected to finalize the draft limited revisions to update the MSAR TMDLs Basin Plan Amendment in preparation of a Spring 2024 Regional Board Public Workshop. • Distribute FY 2024-25 stakeholder invoices in July 2024. 	Future Task Force Meeting (virtual meeting) to be scheduled.
	TMDL Task 3 Watershed Monitoring Program	<ul style="list-style-type: none"> • MSAR TMDL Compliance monitoring is conducted as a component of the Santa Ana River Bacteria monitoring program implemented through the Regional Water Quality Monitoring (RWQM) Task Force. 	<ul style="list-style-type: none"> • Submit draft FY 2024 Annual Santa Ana River Regional Bacteria Monitoring Program report (due April 30th). 	

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	TMDL Task 4 Source Evaluation and Management	<ul style="list-style-type: none"> • MSAR TMDL Task Force meetings continued to be used as a forum for stakeholders to update Regional Board staff on their CBRP implementation activities. • SAWPA continued to act as the contracting party for the benefit of Task Force agencies to implement specific studies and projects to support each County's Comprehensive Bacteria Reduction Plan implementation activities. • All current source implementation work relating to the bacteria indicator TMDLs is being conducted through the individual Counties MS4 program to implement their respective Comprehensive Bacteria Reduction Plans. 	<p>The MSAR Task force to discuss possible future special studies to investigate strategies for dry weather TMDL compliance.</p> <ul style="list-style-type: none"> - Tier 1 Source Evaluation Update - Sediment Source Study 	

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
<p>Lake Elsinore and Canyon Lake Nutrient TMDL Task Force</p>	<p>Implement TMDLs to address water quality issues relating to excess nutrients in Lake Elsinore and Canyon Lake.</p>	<ul style="list-style-type: none"> • LESJWA continued Task Force administration including management and review of consultant contracts, project invoices, and annual Task Force budget. • Staff continued to coordinate issues relating to stakeholder load/cost allocations, in-lake modeling, and the design of in-lake treatment projects with various consultants. • Stakeholders approved the FY 2024-25 Task Force Budget. • Task Force consultant, Tess Dunham continued her role of working with stakeholders on a long-term plan to revise and update the Lake Elsinore and Canyon Lake nutrient TMDLs. • GEI Consultants continued their efforts to support the Task Force in the process by Regional Board to amend the Basin Plan to update the LE&CL TMDLs and provide technical support to the Task Force. • Final Draft Basin Plan language and revisions to the TMDL Technical document under review by Regional Board staff and Task Force stakeholders. • Task Force conducted an in-person stakeholder workshop to review and discuss comments regarding the draft Basin Plan language and updated TMDL Technical document. • The Regional Board in coordination with the Task Force consultants continued their process to amend the Basin Plan language to update the Lake Elsinore and Canyon Lake nutrient TMDLs. 	<ul style="list-style-type: none"> • Regional Board Public Workshop to adopt the Revised LE&CL TMDLs to be scheduled in 2024. • Distribute FY 2024-25 stakeholder invoices in July 2024. 	<p>Future Task Force Meeting (virtual meeting) to be scheduled.</p>

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	TMDL Task 4 Monitoring Program	<ul style="list-style-type: none"> WSP USA continued to implement the TMDL Compliance Monitoring Program for FY 2023-24. The City of Lake Elsinore continues implement FHAB monitoring for Lake Elsinore. 	<ul style="list-style-type: none"> Draft FY 2023-24 Annual TMDL Compliance Monitoring Program due to Regional Board by August 15, 2024. 	
	TMDL Task 9 Lake Elsinore TMDL Compliance Implementation Activities	<ul style="list-style-type: none"> Work relating to the implementation of Lake Elsinore In-Lake Sediment Nutrient Reduction Plan performed in conjunction with the RCFC&WCD MS4 Comprehensive Nutrient Reduction Plan continued. LEAMS Operators working with GEI Consultant on study to Evaluate Future Options for the Lake Elsinore Aeration and Mixing System. 	<ul style="list-style-type: none"> Draft 2023 LEAMS Nutrient Offset Accounting Report due to LEAMS Operators by June 30, 2024. 	No LEAMS Operators meeting (virtual meeting) Scheduled.
	TMDL Task 10 Canyon Lake TMDL Compliance Implementation Activities	<ul style="list-style-type: none"> Work relating to the implementation of Canyon Lake In-Lake Sediment Treatment Evaluation performed in conjunction with the RCFC&WCD MS4 program Comprehensive Nutrient Reduction Plan continues. 	<ul style="list-style-type: none"> Spring 2024 Canyon Lake alum application to be scheduled for mid-April. 	
	TMDL Task 11 Model Update	<ul style="list-style-type: none"> No update. 		

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Basin Monitoring Program Task Force	Annual Santa Ana River Surface Water Quality Monitoring Report, Periodic Ambient (Groundwater) Water Quality Update Report, and related Basin Plan Amendments	<ul style="list-style-type: none"> The Draft 2022 Annual Report of the Santa Ana River Surface Water Quality submitted to Regional Board and stakeholders for review and comment. Held a meeting with Southern California Coastal Water Research Project (SCCWRP) staff on their recent draft manuscript focused on ionic concentrations in the Santa Ana River Watershed. 	<ul style="list-style-type: none"> Submit a draft basin plan amendment package focused on several items, including the new SAR water quality monitoring work plan, to the Regional Board by January 2024. Finalize Santa Ana River Surface Water Monitoring Quality Assurance Project Plan (QAPP) in January 2024. Conduct monitoring per the QAPP in late January 2024. A comment letter to SCCWRP on their draft manuscript, due by February 7, 2024. Draft Annual Report of Santa Ana Water Quality due to Regional Board by June 30, 2024 	May 29, 2024, Task Force meeting (virtual mtg).
	Santa Ana River Watershed/Basin Integrated Report	<ul style="list-style-type: none"> Revisions on the 2024 Integrated Report were posted and the RWQCB worked diligently with the State Water Board to provide revisions and support to avoid listing Chino Creek 1B in this cycle. There is one error pending correction in the staff report that seems to still indicate the listing of Chino Creek 1B; however, Ms. Dunham is working to rectify and get that addressed before it's finalized. Chino Creek 1B has been listed under Category 3 (insufficient data) and will be discussed amongst Inland Empire Utilities Agency and Chino Basin Watermaster to ensure sufficient data and monitoring occurs in the future. 	<ul style="list-style-type: none"> Ensuring final March 2024 staff report is updated. 	None.
	Imported Water Rechargers Subcommittee	<ul style="list-style-type: none"> The Imported Water Recharger Subcommittee last held a meeting on May 25, 2022. 	<ul style="list-style-type: none"> Recharge reports are now required every five years and modeling every ten years through a stairstep process. The next cycle of reporting will not be due until 2026 with recharge summary reports due then. 	No separate meetings of the Imported Water Rechargers Subcommittee are deemed necessary in 2024.

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Emerging Constituents Program Task Force	Provide emerging constituents sampling report and watershed water quality outreach program	<ul style="list-style-type: none"> • The EC Program Task Force meets on a quarterly basis and met on January 29, 2024. The two topics were: • Upcoming Process for Development of the PFAS Maximum Contaminant Level - Darrin Polhemus, State Water Board Division of Drinking Water • PFAS-Related Aquatic Toxicology Data Overview - Chris Stransky, WSP • At the meeting, SAWPA coordinated with the regulatory consultant, KSC Inc. (Tess Dunham), on emerging issues related to microplastics. 	<ul style="list-style-type: none"> • Work with guest speakers from the State Water Board and consulting firm WSP to speak on PFAS at the upcoming January 22, 2024, meeting. • Have two guest speakers spoke on the topic of microplastics at the April 8, 2024, meeting – • Jared Voskuhl, California Association of Sanitation Agencies, and • Dr. Charles Wong, Southern California Coastal Water Research Project 	TBD, Task Force meeting in July 2024 (virtual mtg).
PFAS Regional Analysis	Investigate the impacts of PFAS in the surface water of the upper Santa Ana River Watershed and evaluate and prioritize measures to address PFAS contamination.	<ul style="list-style-type: none"> • SAWPA staff is conducting regular coordination meetings with CDM Smith on the Phase 2 Project. • 	<ul style="list-style-type: none"> • SAWPA to formally Kick-Off the Phase 2 Project with CDM Smith and our project partners. • SAWPA to conduct the first of a series of project stakeholder Workshops. • SAWPA staff to initiate Engagement Plan to identify additional potential project partners and acquire additional local PFAS data. 	Workshop (to be scheduled).

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Reclamation So Cal Studies	Support regional studies with Bureau of Reclamation	<ul style="list-style-type: none"> • SAWPA continued to coordinate with Bureau of Reclamation staff on the Water Management Options Pilot/Decision Support Tool regarding analyzing high resolution imagery across the watershed, Southern Orange County, and the southern ends of the WMWD/EMWD services areas. • Imagery for Orange County has been sent to USBR in July 2021 for analysis as provided by SCAG. • All aerial imagery for the upper watershed was completed this quarter by Geophex and has been provided to SAWPA and US Bureau of Reclamation staff for review. 	<ul style="list-style-type: none"> • SAWPA staff will continue to coordinate with Reclamation on grant funding opportunities supporting the watershed. 	
Santa Ana River Fish Conservation Task Force	Determine the reasons for the decline of the Santa Ana sucker fish (<i>Catostomus santaanae</i>) in the Santa Ana Watershed and implement projects that will benefit the species.	<ul style="list-style-type: none"> • Staff is working on updating the Riverwalk ranking methodology that is used to score each of the Riverwalk data points' habitat quality. • Staff finalized the final draft report due to California Department of Fish and Wildlife summarizing the work done in the 0.3 acres over the last five years. 	<ul style="list-style-type: none"> • Finish Riverwalk Atlas in the second quarter 2024. • Finalize the final report for the California Department of Fish and Wildlife in May 2024. • Develop scope of work for Riverwalk 2024 to possibly procure consultant support where needed. 	Hold Team meeting in second quarter 2024.
Regional Water Quality Monitoring Task Force	Implement a coordinated regional water quality monitoring program in the Santa Ana River watershed to meet the requirements of the amended Recreational Use Water Quality Standards and Implementation Plan requirements of the Santa Ana Basin Plan, and to assist Regional Board with future triennial reviews of the Basin Plan.	<ul style="list-style-type: none"> • SAWPA continued Task Force Administration including management and review of consultant contracts, project invoices and annual Task Force budget. • Tess Dunham through her role as regulatory consultant to the MSAR TMDL Task Force will support the Task Force in regulatory efforts related to bacteria. • Consultant continued efforts to update the Monitoring Program QAPP. 	<ul style="list-style-type: none"> • Distribute FY 2024-25 stakeholder invoices in July 2024. • Submit draft FY 2024 Annual Santa Ana River Regional Bacteria Monitoring Program report (due April 30th). • Task Force to work with Tess Dunham to consider submitting a Request to Regional Board to modify the SAR Regional bacteria Monitoring Program Monitoring Program Plan and QAPP to address issues relating to lake Elsinore and Priority 3 Monitoring sites/results. 	Future Task Force Meeting (virtual meeting) to be scheduled.

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Lake Elsinore and San Jacinto Watersheds Authority (LESJWA)	Support lake quality improvement projects at Lake Elsinore and Canyon Lake	<ul style="list-style-type: none"> • The LESJWA Board last met in a Board meeting on February 15, 2024, at EVMWD Offices, Board Room. The Board approved: <ul style="list-style-type: none"> ○ Election of new Officers for 2025-2025. ○ Acceptance of the role as lead CEQA agency on the Canyon Lake Alum Application Project. ○ Agreement for Services and Task Order No. DODS160-02 with Tom Dodson and Associates to prepare a second Addendum continue the implementation of alum dosing in Canyon Lake through 2030. • LESJWA staff is currently working with Water Systems Consulting, Inc. to facilitate the development of LESJWA's Strategic Plan. 	<ul style="list-style-type: none"> • Develop LESJWA Strategic Plan 	LESJWA Board Meeting: April 18, 2024.
	Provide education and outreach	<ul style="list-style-type: none"> • Liselle DeGrave of DeGrave Communications continues her support to LESJWA through the LESJWA Education and Outreach Committee. Joint meetings with the consultant, LESJWA member agency PR staff, and the SAWPA staff are held on a quarterly basis for coordination. The last meeting held was on March 11, 2024. • DeGrave Communications updated the committee on the 2024 LESJWA Summit. 	<ul style="list-style-type: none"> • DeGrave Communications will be preparing for the upcoming 2024 LESJWA Summit. 	June 10, 2024 LESJWA Education & Outreach Meeting (virtual mgt). LESJWA Summit: Tuesday, April 30, 2024.

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Southern California Salinity Coalition (SCSC)	Support regional salt management and practices in Southern California	<ul style="list-style-type: none"> • The SCSC held its quarterly Board virtual meeting on March 7, 2024. Kevin Hardy, SCSC Administrator, officiated the Zoom meeting. • Review request for qualifications to plan and prioritize development and implementation of a Salinity Science and Policy Communications Toolbox. • MWD Water Supply Conditions and TDS Report • MSSC 2024 Annual Summit 	<ul style="list-style-type: none"> • Officer Committee: May 30, 2024 	The next SCSC Board of Directors meeting is scheduled for June 6, 2024.
Santa Ana River Parkway and Open Space Plan Technical Advisory Committee	<ul style="list-style-type: none"> • Help identify priorities and values for the Santa Ana River Parkway and Open Space Plan • Identify project selection criteria and projects for inclusion in the Parkway Plan • Provide input and feedback on the Plan throughout its development 	<ul style="list-style-type: none"> • Staff coordinated with the Santa Ana River Conservancy staff on the quarterly Local Advisory Group meetings. A meeting was held on February 22, 2024. 	<ul style="list-style-type: none"> • Not applicable. 	Upcoming Local Advisory Group meeting June 2024.

SAWPA Roundtables Status Report

1/1/24 to 3/31/24

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Water Energy Community Action Network (WECAN)	Support water and energy efficiency on disadvantaged communities in the watershed.	<ul style="list-style-type: none"> ● SAWPA submitted to the City of Riverside bi-monthly progress reports for the WECAN Eastside Climate Collaborative Program, this included the January Report #16 and March Report #17. ● SAWPA staff met with EcoTech Services, Inc. to discuss outreach efforts and workload capacity moving forward. ● City of Riverside submitted an expanded project area map in hopes to increase program participation and eligibility for disadvantaged community areas surrounding the previous iteration. ● SAWPA hosted one of 4 four grant-required focus groups about the WECAN program at the Residents of Eastside Active and Leadership (REAL) Community Group meeting that engages directly with the Eastside neighborhood of Riverside. 	<ul style="list-style-type: none"> ● Supporting outreach events hosted by program partners with flyers and materials to distribute to promote the program within the community. ● Submit bi-monthly progress reports for the Eastside Climate Collaborative Program by May 15 and July 15 for the upcoming quarter. ● Continue to meet and correspond with grant administrators regarding pending grant amendment. 	Bi-Weekly meetings with the City of Riverside. Monthly Community Engagement meetings hosted by RCHF.
Forest First	Support collaborative partnership among Forest Service and downstream stakeholders to develop methods to ensure the resiliency of the forests and headwaters within the Santa Ana River Watershed	<ul style="list-style-type: none"> ● Staff coordinated with SBVMWD on a partnership with the agency regarding the Headwaters Resiliency Partnership Task Force. 	<ul style="list-style-type: none"> ● Utilize the results from the Dr. Underwood research to evaluate the economic benefits of water supply/quality of forest projects in the watershed. ● Meet with Cleveland and San Bernardino National Forest staff to launch the next phase of the Forest First MOU in January/February 2024. 	
Arundo Removal	Remove non-native plant species, particularly Arundo donax, using SAWPA's Arundo Removal mitigation bank credit funding	<ul style="list-style-type: none"> ● Staff coordinated with the Riverside County Regional Park and Open-Space District (County Parks) on exploring options to improve the Santa Ana River Mitigation Bank so that customers with various mitigation needs can receive bank credit. ● Staff continued working with Inland Empire Resource Conservation District on the Headwaters Arundo Removal Project. 	<ul style="list-style-type: none"> ● Research the other mitigation banks in the Santa Ana River Watershed. ● Determine reasons for current lack of interest from potential customers in the Santa Ana River Mitigation Bank. ● Map past Arundo removal projects led by SAWPA. 	Bi-monthly Santa Ana River Watershed Weed Management Area mtg to update them on the upper watershed project as well as the outreach material.



- 1** SAWPA Films Episode on PBS' Sustaining US Television Show
- 2** SAWPA Featured in Latest CA Water Inland Empire Edition
- 3** SAWPA Promotes Free Lawn Replacement Program at Riverside Arts and Music Festival



SAWPA Films Episode on PBS' Sustaining US Television Show

On Wednesday, May 22, SAWPA participated in the filming of an episode for PBS' Sustaining US television show and will feature SAWPA's Cloud Seeding Pilot Program. This episode, anticipated to air in September 2024, will highlight the innovative efforts and collaborations aimed at enhancing the watershed resilience of the Santa Ana River Watershed through cloud seeding.

Key representatives interviewed for the episode include:

- **Bruce Whitaker**, SAWPA Chair
- **Jeff Mosher**, SAWPA General Manager
- **Rachel Gray**, SAWPA's Water Resources and Planning Manager
- **Betsy Miller**, General Manager of San Bernardino Water Conservation District
- **Frank McDonough**, Desert Research Institute's Associate Research Scientist



The documentary-like episode will provide an in-depth look at SAWPA's cloud seeding initiatives and demonstrate the agency's commitment to sustainable water management.

SAWPA Featured in Latest CA Water Inland Empire Edition

SAWPA has been featured in a 2-page spread in the latest edition of the CA Water Inland Empire publication. This spread highlights some of SAWPA's latest key initiatives and accomplishments, including the Inland Empire Brine Line, securing grant funds for climate adaptation and resilience, and the 4-year Cloud Seeding Pilot Program.

Read the full publication [here](#).

SAWPA Promotes Free Lawn Replacement Program at Riverside Arts and Music Festival

On Saturday, May 18, SAWPA staff participated in the City of Riverside Arts and Music Festival to promote the free Lawn Replacement Program for Eastside Riverside residents. This initiative encourages residents to replace their lawns with water-efficient landscaping, helping to conserve water and create more sustainable communities. The festival provided a large platform for SAWPA to engage with the community and raise awareness about the benefits of the program and other key agency initiatives. View photos from the event [here](#).

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SAWPA Communications Report

Date: June 4, 2024
To: Commission
From: Melissa Bustamonte
Subject: Communications Highlights – May 1, 2024 – May 31, 2024

Communications

- SAWPA was mentioned in the following press articles:
Project - Weather Modification Pilot Program
News Article
 - [Politico](#)Opinion
 - [Lariat News](#)
- Staff successfully coordinated and secured SAWPA's participation in the filming of an episode for PBS' *Sustaining US* television show. The episode will highlight SAWPA's Cloud Seeding Pilot Program and is anticipated to air in September 2024.



- A new and improved Inland Empire Brine Line brochure is now complete. See below for details.



- Staff attended the CAPIO 2024 annual conference from May 13 through May 16.
- Staff participated in the following community events:
 - City of Riverside's Art and Music Festival on May 18.
- Updates were posted to the Authority's social media channels. Follow SAWPA on social media:
 - X: https://twitter.com/SAWPA_Water
 - Instagram: https://www.instagram.com/sawpa_water/
 - LinkedIn: <http://www.linkedin.com/company/santa-ana-watershed-project-authority>
 - YouTube: <https://www.youtube.com/@SAWPATUBE>