

This meeting will be conducted in person at the addresses listed below. As a convenience to the public, members of the public may also participate virtually using one of the options set forth below. Any member of the public may listen to the meeting or make comments to the Commission using the call-in number or Zoom link. 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.

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:					
• <u>https://sawpa.zoom.us/j/88254051483</u>	• 1 (669) 900-6833					
• Meeting ID: 882 5405 1483	• Meeting ID: 882 5405 1483					

### REGULAR COMMISSION MEETING TUESDAY, MARCH 4, 2025 – 9:30 A.M.

Santa Ana Watershed Project Authority 11615 Sterling Avenue Riverside, CA 92503

and

601 N. Ross Street, Room 327 Santa Ana, CA 92701

### <u>AGENDA</u>

### 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

### 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 <u>publiccomment@sawpa.gov</u> with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, March 3, 2025. 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.

#### 

В.	TREASURER'S REPORT: JANUARY 2025       13         Recommendation: Approve as posted.
<u>NE</u>	W BUSINESS
Α.	REQUEST FOR PROPOSALS FOR INVESTMENT MANAGEMENT SERVICES         (CM#2025.18)         Presenter: Karen Williams         Recommendation: To direct the General Manager to issue a Request for Proposals for Investment Management Services.
В.	<b>REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES (CM#2025.19)</b>
C.	FYE 2026 AND 2027 OWOW AND ROUNDTABLES FUND DRAFT BUDGETS         (CM#2025.20)         Presenter: Karen Williams         Recommendation: Receive and file.
D.	WATER-ENERGY COMMUNITY ACTION NETWORK (WECAN) PROGRAM UPDATE (CM#2025.21)
	ORMATIONAL REPORTS ommendation: Receive for information.
Α.	OWOW QUARTERLY STATUS REPORT: OCTOBER – DECEMBER 2024201 Presenter: Rachel Gray
В.	ROUNDTABLES QUARTERLY STATUS REPORT: OCTOBER – DECEMBER 2024209 Presenter: Rachel Gray
C.	COMMUNICATIONS REPORT
D.	GENERAL MANAGER REPORT Presenter: Jeff Mosher
Е.	CHAIR'S COMMENTS/REPORT
F.	COMMISSIONERS' COMMENTS
G.	COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

### 8. CLOSED SESSION

6.

7.

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 <u>www.sawpa.gov</u>, subject to staff's ability to post documents prior to the meeting.

### **Declaration of Posting**

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on February 27, 2025, a copy of this agenda has been uploaded to the SAWPA website at <u>www.sawpa.gov</u> and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, California.

### 2025 SAWPA Commission Meetings/Events

January February 1/7/25 Commission Workshop [cancelled] 2/4/25 Commission Workshop 1/21/25 **Regular Commission Meeting** 2/18/25 **Regular Commission Meeting** March April 3/4/25 Commission Workshop 4/1/25 **Commission Workshop** 3/18/25 **Regular Commission Meeting** Regular Commission Meeting 4/15/25 June May 6/3/25 5/6/25 Commission Workshop Commission Workshop 5/20/25 **Regular Commission Meeting** 6/17/25 Regular Commission Meeting 5/13 - 5/15/25 ACWA Spring Conference, Monterey, CA July August 7/1/25 Commission Workshop 8/5/25 Commission Workshop 7/15/25 **Regular Commission Meeting** 8/19/25 **Regular Commission Meeting** September October 9/2/25 10/7/25 Commission Workshop Commission Workshop **Regular Commission Meeting Regular Commission Meeting** 9/16/25 10/21/25 November December 11/4/25 Commission Workshop 12/2/25 Commission Workshop 11/18/25 **Regular Commission Meeting** 12/16/25 Regular Commission Meeting 12/2 – 12/4/25 ACWA Fall Conference, San Diego, CA

First and Third Tuesday of the Month (NOTE: All meetings begin at 9:30 a.m., unless otherwise noticed, and are held at SAWPA.) Page Intentionally Blank

# 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	: MARCH		
DATE	TIME	MEETING DESCRIPTION	LOCATION
3/3/25	9:30 AM	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	Virtual/Teleconference
3/4/25	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
3/6/25	1:30 PM	MSAR TMDL Task Force Mtg	Virtual/Teleconference
3/11/25	8:30 AM	PA 22 Committee Mtg	CANCELLED
3/20/25	1:30 PM	LESJWA Board of Directors Mtg (Special Mtg)	Hybrid (Launch Pointe Recreation Destination, 32040 Riverside Drive, Lake Elsinore, CA 92530 & Virtual/Teleconference)
3/24/25	1:00 PM	Basin Monitoring Program Task Force Mtg	Virtual/Teleconference

MONTH OF: APRIL									
DATE	TIME	MEETING DESCRIPTION	LOCATION						
4/1/25	8:30 AM	PA 23 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)						
4/1/25	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)						
4/17/25	4:00 PM	LESJWA Board of Directors Mtg	Hybrid (Elsinore Valley MWD, 31315 Chaney Street,						
4/1//25	4.00 PIVI		Lake Elsinore, CA 92530 & Virtual/Teleconference)						

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

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### SAWPA COMMISSION REGULAR MEETING MINUTES FEBRUARY 18, 2025

**COMMISSIONERS PRESENT** Mike Gardner, Chair, Western Municipal Water District Gil Botello, Vice Chair, San Bernardino Valley Municipal Water District Philip E. Paule, Secretary-Treasurer, Eastern Municipal Water District Jasmin A. Hall, Inland Empire Utilities Agency Denis Bilodeau, Orange County Water District [via - zoom] None COMMISSIONERS ABSENT COMMISSIONERS PRESENT; David Slawson, Eastern Municipal Water District [via - zoom] **NON-VOTING** T. Milford Harrison, San Bernardino Vallev Municipal Water District [via – zoom] Fred Jung, Orange County Water District [via - zoom] Jeff Mosher, David Ruhl, Rachel Gray, Shavonne Turner, Marie STAFF PRESENT Jauregui, Dean Unger, John Leete, Rick Whetsel, Halev Gohari, Sara Villa, Zyanya Ramirez, Natalia Gonzalez Thomas S. Bunn, Lagerlof, LLP; John Kennedy, Orange County **OTHERS PRESENT** Water District: Adekunle Oio. San Bernardino Vallev Municipal Water District; Carly Pierce, Western Municipal Water District; Mallory Gandara, Western Municipal Water District; Brenda Ponton,

The Regular Meeting of the Santa Ana Watershed Project Authority Commission was called to order at 9:30 a.m. by Chair Mike Gardner on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California, and Denis Bilodeau at 601 N. Ross Street, Room 327, Santa Ana, CA 92701.

Woodard & Curran

### 1. CALL TO ORDER

### 2. ROLL CALL

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

### 3. PUBLIC COMMENTS

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

### 4. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

### 5. CONSENT CALENDAR

- A. <u>APPROVAL OF MEETING MINUTES: FEBRUARY 4, 2025</u> Recommendation: Approve as posted.
- B. <u>TREASURER'S REPORT: DECEMBER 2024</u> Recommendation: Approve as posted.

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

Adopted by Roll Call Vote
Paule/Botello
Bilodeau, Botello, Gardner, Hall, Paule
None
None
None

### 6. NEW BUSINESS

### A. <u>AMENDMENT TO THE OWOW STEERING COMMITTEE GOVERNANCE DOCUMENT TO</u> INCLUDE SAN BERNARDINO COUNCIL OF GOVERNMENTS (CM#2025.13)

Jeff Mosher provided a report and requested the Commission consider amending the OWOW Steering Committee Governance document (document) to rename the San Bernardino Association of Governments (SANBAG) to the San Bernardino Council of Governments (SBCOG).

The current document lists the San Bernardino Association of Governments (SANBAG) as the entity responsible for appointing an OWOW Steering Committee City representative for the County of San Bernardino. However, as of last year, SANBAG amended its Joint Powers Authority Agreement to change its name to SBCOG.

Mr. Mosher noted that the next OWOW Steering Committee meeting is scheduled for February 27<sup>th</sup> and Commissioners Phil Paule and Gil Botello are representatives of the committee, with Commissioner Botello being the Convener. There was no discussion.

[Commissioner Denis Bilodeau attended the meeting via-zoom at 9:35 a.m. during agenda item no. 6.A.]

**MOVED,** to approve the amendment to the Santa Ana IRWMP "One Water One Watershed" Governance document dated December 3, 2024, to rename the San Bernardino Association of Governments (SANBAG) to the San Bernardino Council of Governments (SBCOG).

Result:	Adopted by Roll Call Vote
Motion/Second:	Botello/Paule
Ayes:	Bilodeau, Botello, Gardner, Hall, Paule
Nays:	None
Abstentions:	None
Absent:	None

### B. <u>COMMISSION MEETINGS DURING LOBBY CONSTRUCTION (SECURITY</u> <u>IMPROVEMENTS AND ADA UPGRADES) (CM#2025.14)</u>

David Ruhl provided a report on the Commission meetings during SAWPA's Lobby construction.

SAWPA staff advertised bids for the SAWPA Lobby Security Improvements project. The award of construction contract is anticipated in April 2025, and construction would commence May 2025. Construction is expected to last approximately six (6) months through October 2025. During this time access to the front of the building will be restricted and there will be no access to the downstairs bathrooms while they are being remodeled to meet ADA requirements.

Mr. Ruhl noted that in order not to disrupt the SAWPA Commission and Committee Meetings, SAWPA staff are pursuing an alternate location for these meetings. Western Municipal Water District (WMWD) and Inland Empire Utilities Agencies (IEUA) have offered to host the

meeting at their offices due to the close proximity of their offices to SAWPA. Upon award of a Construction contract in April 2025, a detailed schedule for SAWPA Commission and Committee meeting locations will be provided.

Chair Mike Gardner noted it would be a longer drive for Orange County representatives, though overall IEUA's location would not be significant for the other Commissioners, and the virtual option is available as long as three (3) Commissioners are physically present. Commissioner Botello suggested exploring the possibilities of partnering with an agency in downtown Riverside that may be able to accommodate staff in a more centrally located area. Mr. Mosher noted that staff would look into it and provide a schedule in April.

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

### C. <u>SANTA ANA RIVER WATERSHED CLIMATE ADAPTATION AND RESILIENCE PLAN –</u> <u>CONSULTANT SELECTION (CM#2025.15)</u>

Rachel Gray provided a presentation on the Santa Ana River Watershed Climate Adaptation and Resilience Plan (CARP) – Consultant Selection, contained in the agenda packet on pages 33-50.

SAWPA received funding through the Regional Resilience Grant Program from the Governor's Office of Land Use and Climate Innovation (formerly OPR). The Grant program aims to develop a climate adaptation and resilience plan for the watershed, building on the 2018 OWOW plan. The goal is to enhance climate resilience by identifying and implementing projects on both local and regional scales. The Climate Adaptation and Resilience Plan (CARP) will focus on strategic actions to address climate risks, not just for water resources but also for ecosystems and communities. It is a community-driven process, involving stakeholders from various sectors like transportation, agriculture, and energy. The plan also emphasizes implementation, aiming to secure funding and partnerships to carry out these projects.

The key benefit of this effort is fostering multi-jurisdiction collaboration and supporting funding for projects that enhance resilience. SAWPA's role as the lead entity is to manage the grant and work with consultants, a technical advisory committee, and our partners on tribal and community engagement. The Inland Southern California Climate Collaborative will handle community outreach, while a community advisory panel will engage with local organizations to understand climate risks and vulnerabilities.

Commissioner Botello inquired if during the community engagement if there were any thoughts to engage with the San Manuel Band of Mission. Ms. Gray noted that staff did reach out to San Manuel Band of Mission when they were developing the Grant application, though the timing did not work out, though it is anticipated to engage with them as part of the tribal engagement.

Ms. Gray noted that the Request for Proposal (RFP) was released in December with proposals due January 23<sup>rd</sup>. SAWPA staff are now seeking approval for consultant selection. Eleven (11) proposals were received and the selection committee evaluated submissions based on experience, ability to perform tasks, project understanding, innovation, proposal quality, and timeline. Out of 11 proposals, Woodard & Curran emerged as the top choice based on their scoring and project understanding.

Ms. Gray noted that the consultant is to develop a comprehensive work plan that includes roles, responsibilities, milestones, deliverables, and a schedule. Public agency engagement will involve workshops and online surveys focusing on climate risks, vulnerabilities, adaptation strategies, and resilience portfolio development. Engagement will also include quarterly planning meetings with member agencies, regular updates to the general managers, and

Commission. Ms. Gray noted that workshop survey forums will be approached to develop resilient metrics and indicators to assess watershed resilience, incorporating feedback from the tribal community. Additionally, staff aims to create a digital platform to effectively communicate information. This platform will be interactive and educational, providing the public with a useful tool.

Commissioner Botello noted that Gary Quinn, of UCR has presented at Science Symposiums at ESRI and is working on a Report Card project for the Watershed and requested that he be contacted regarding this project to get informed and he will provide Mr. Mosher with his contact information. Commissioner Botello asked if anyone is familiar with Woodard & Curran and noted that he is interested in being updated on a regular basis, particularly on public engagement due to his involvement with OWOW.

Mr. Mosher noted that SAWPA has used Woodard & Curran for Condition Assessments for the Brine Line and the SARCCUP Program Management project. Woodard & Curran are going to be responsible for pulling the CARP together and UCR under ISC3 has the primary responsibility for community engagement.

Commissioner Paule noted that EMWD has used Woodard & Curran a numerous time and believes they are an exceptional firm and agrees they are an excellent choice. Chair Gardner emphasized that through his experience at Western, Woodard & Curran is a good firm, very competent and responsive, and is a great selection.

Commissioner Hall referenced the proposal project deliverables optional tasks and noted that some of the options seem like they are good options and should be included, for instance the project list and roadmap. Ms. Gray noted that the base cost covers a digital presence, but we definitely want to enhance it with additional features, such as trends. These optional tasks are things we would like to implement, which is why we are requesting approval for the amount that includes these optional tasks, along with a negotiated cost, the project list, and the roadmap.

Mr. Mosher noted that staff have identified these optional tasks, but they were not included in the original proposal for the grant. SAWPA does have internal funding available that we can repurpose for these tasks, and they have been discussed with the general managers. If we all agree that these tasks need to be done, we will develop the scope and fee, continue discussions with the general managers and update the Commission on the details. However, the optional tasks are not fully defined. Chair Gardner noted that the not-to-exceed amount includes funding for the optional tasks. If during the course of developing the tasks something needs to expand, then staff will come back and say we would like to do this, and it will cost so much more.

**MOVED**, to authorize the General Manager, or his designee, to execute the following:

- 1. General Services Agreement with Woodard and Curran; and,
- Task Order No. W&C376-01 with Woodard and Curran for an amount not to exceed \$620,000, which includes optional tasks for which SAWPA staff will negotiate the scope and fee proposal, to develop the Santa Ana River Watershed Climate Adaptation and Resilience Plan.

Result:	Adopted by Roll Call Vote
Motion/Second:	Paule/Hall
Ayes:	Bilodeau, Botello, Gardner, Hall, Paule
Nays:	None
Abstentions:	None
Absent:	None

### 7. <u>INFORMATIONAL REPORTS</u> Recommendation: Receive for Information.

- A. <u>CASH TRANSACTIONS REPORT DECEMBER 2024</u> Presenter: Karen Williams
- B. INTER-FUND BORROWING DECEMBER 2024 (CM#2025.16) Presenter: Karen Williams
- C. <u>PERFORMANCE INDICATORS/FINANCIAL REPORTING DECEMBER 2024</u> (CM#2025.17) Presenter: Karen Williams
- D. <u>PROJECT AGREEMENT 25 OWOW FUND FINANCIAL REPORT,</u> <u>NOVEMBER 2024</u> Presenter: Karen Williams
- E. <u>PROJECT AGREEMENT 25 OWOW FUND FINANCIAL REPORT,</u> <u>DECEMBER 2024</u> Presenter: Karen Williams
- F. <u>PROJECT AGREEMENT 26 ROUNDTABLE FUND FINANCIAL REPORT,</u> <u>NOVEMBER 2024</u> **Presenter:** Karen Williams
- G. <u>PROJECT AGREEMENT 26 ROUNDTABLE FUND FINANCIAL REPORT,</u> <u>DECEMBER 2024</u> Presenter: Karen Williams
- H. <u>STATE LEGISLATIVE REPORT</u> Presenter: Jeff Mosher

### I. GENERAL MANAGER REPORT

Jeff Mosher informed the Commission he attended the CalDesal Conference in Temecula. Several member agencies participated, and there was a tour of Eastern's desalters, which he thought went really well and was quite useful. There were a lot of discussions on salinity, and he was part of a panel on salinity management. Mr. Mosher also noted that he is heading to Denver to participate in a regional salinity discussion as they are facing similar challenges with increasing salinity in their water resources.

### J. CHAIR'S COMMENTS/REPORT

Chair Gardner inquired about the process of issuing an RFP for legal representation. Mr. Mosher noted that staff are working on it, and it has been discussed with the general managers, and it will be happening sooner rather than later.

Commissioner Hall asked if staff are seeking the general managers' recommendations or input based on experience? Mr. Mosher noted that the member agency, general managers and staff provide suggestions, templates, or feedback. SAWPA staff rely on member agencies for everything from the Brine Line, Planning, HR, and Finance. Their input is invaluable because they often have experience with these processes at their own agencies, and we benefit from that knowledge.

Commissioner Hall emphasized that sometimes a long-standing relationship can result in thinking within the same framework, so it is good to explore other options. With some of the older attorneys retiring, there is a new generation that may have been overlooked simply

because we have grown comfortable with tradition. When you come back to us with options, she would like to see a variety of potential candidates.

Commissioner Botello commended staff for all their efforts and acknowledged the importance of having staff discuss with the general managers prior to going to Commission. The general managers can provide insight and are able to get a good sense of what is doable or feasible in terms of fiscal capacity at the agencies, which we do not always have a clear view of on a day-to-day basis.

### K. COMMISSIONERS' COMMENTS

There were no Commissioners' comments received.

### L. <u>COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS</u> 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 Mike Gardner adjourned the meeting at 10:11 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, March 4, 2025.

Mike Gardner, Vice Chair

Attest:

Sara Villa, Clerk of the Board

# Santa Ana Watershed Project Authority



# **Finance Department**

Santa Ana Watershed Project Authority TREASURER'S REPORT

## January 2025

During the month of January 2025, the Agency's actively managed temporary idle cash earned a return of 3.544%, representing interest earnings of \$40,822. Additionally, the Agency's position in overnight funds L.A.I.F. generated \$219,404 in interest, resulting in \$260,227 of interest income from all sources. Please note that this data represents monthly earnings only and does not indicate actual interest received. There were three (3) investment positions purchased, zero (0) positions sold, one (1) position matured, and zero (0) positions were called.

This Treasurer's Report is in compliance with SAWPA's Statement of Investment Policy. Based upon the liquidity of the Agency's investments, this report demonstrates the ability to meet customary expenditures during the next six months.

February 10, 2025

Prepared and submitted by:

Kaun (1) Iliam

Karen L. Williams, Deputy GM/Chief Financial Officer

### Santa Ana Watershed Project Authority

### INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES

#### January 31, 2025

SAWPA primarily maintains a "Buy and Hold" investment philosophy, with all investments held by US Bank via a third-party safekeeping contract.

Investment	Security			Purchase Matu	ritv	CallDate			Yield To		Investment	N	larket Value	U	nrealized	Coupon		Interest
Type	Type	CUSIP	Dealer	Date Dat	-	(if appl)		Par Value	Maturity		Cost	с	urrent Month		in/(Loss)	Rate		Earned
Agency	FHLB	3130ATHWO	WMS	11-04-22 09-10	-27	No Call	\$	1,000,000.00	4.125%	\$	991,965.00	\$	996,322.30	\$	4,357	4.125%	\$	3,503.42
Agency	FHLB	3130AWC24	MBS	06-06-23 06-09		No Call	\$	500,000.00	3.889%	\$	502,505.00	\$	494,827.79	\$	(7,677)	4.000%	\$	1,651.49
Agency	FHLB	3130AWN63	WMS	01-25-24 06-30		No Call	\$	1,000,000.00	4.020%	\$	999,170.00	\$	993,939.23	\$	(5,231)	4.000%	\$	3,414.29
Agency	FHLB	3130ATUT2	MBS	01-09-25 12-14	-29	No Call	\$	500,000.00	4.451%	\$	501,058.00	\$	503,642.97	\$	2,585	4.500%	\$	1,341.40
Agency	FNMA	3135G0X24	MBS	02-04-20 <b>01-07</b>	-25	No Call	\$	· -	0.000%	\$	· _	\$	-	\$	-	0.000%	\$	134.06
Agency	FNMA	3135G05X7	WMS	10-30-20 08-25	-25	No Call	\$	1,000,000.00	0.460%	\$	995,952.00	\$	978,300.19	\$	(17,652)	0.375%	\$	390.68
Agency	USTN	91282CAZ4	WMS	04-19-21 11-30		No Call	\$	1,000,000.00	0.761%	\$	982,500.00	\$	968,476.56	\$	(14,023)	0.375%	\$	646.04
Agency	USTN	912828ZTO	WMS	09-15-21 05-31	-25	No Call	\$	1,000,000.00	0.530%	\$	989,726.56	\$	986,570.31	\$	(3,156)	0.250%	\$	450.29
Agency	USTN	91282CMD0	MBS	01-14-25 12-31		No Call	\$	1,000,000.00	4.577%	\$	991,100.00	\$	1,002,578.12		11,478	4.375%	\$	2,131.83
CD	Beal Bank USA	07371DEV5	MBS	08-17-22 08-12	-26	No Call	\$	245,000.00	3.200%	\$	245,000.00	\$	241,132.01	\$	(3,868)	3.200%	\$	665.86
CD	Synchrony Bank	87164XP34	MBS	08-12-22 08-12		No Call	\$	245,000.00	3.350%	\$	245,000.00	\$	243,695.22	\$	(1,305)	3.350%	\$	74.44
CD	Capital One Bank USANA	14042TGJ0	MBS	05-25-22 05-25		No Call	\$	246,000.00	3.200%	\$	246,000.00	\$	240,138.62	\$	(5,861)	3.200%	\$	668.58
CD	Morgan Stanley Private Bank	61768UAT4	MBS	11-15-22 11-15		11-15-23	\$	248,000.00	5.000%	\$	248,000.00	\$	248,475.79	\$	476	5.000%	\$	1,053.15
CD	Prime Alliance Bank	74160NJF8	MBS	11-17-22 11-17		05-17-23	s	248,000.00	4.950%	\$	248,000.00	\$	248,008.70	\$	9	4.950%	\$	1,042.62
CD	Cooperative Center FSU	21686MAA6	MBS	12-29-22 12-29		No Call	\$	249,000.00	4.650%	\$	249,000.00	\$	249,961.38	\$	961	4.650%	ŝ	983.38
CD	Affinity Bank	00833JAQ4	MBS	03-17-23 03-17		No Call	\$	248,000.00	4.900%	\$	248,000.00	\$	252,687.07	\$	4,687	4.900%	\$	1,032.09
CD	Discover Bank	2546732V7	MBS	03-22-23 03-23		No Call	\$	243,000.00	5.050%	\$	243,000.00	\$	246,715.15	\$	3,715	5.050%	\$	1,042.24
CD	Global Fed CR UN Alaska	37892MAF1	MBS	05-12-23 05-12		No Call	\$	249,000.00	4.600%	\$	249,000.00	\$	250,667.37	\$	1,667	4.600%	\$	972.81
CD	UBS Bank USA	90355GDJ2	MBS	05-17-23 05-17		No Call	\$	249,000.00	4.550%	\$	249,000.00	\$	250,409.07	\$	1,409	4.550%	\$	962.23
CD	BMW Bank of North Americ	05580A2G8	MBS	06-16-23 06-16		No Call	\$	244,000.00	4.600%	\$	244,000.00	\$	245,100.89	\$	1,101	4.600%	s	953.27
CD	Barclays Bank Delaware	06740KRW9	MBS	07-26-23 07-28		No Call	\$	243,000.00	5.100%	\$	243,000.00	\$	243,943.13	\$	943	5.100%	\$	1,052.56
CD	Farmers Insurance Group	30960QAS6	MBS	07-26-23 07-20		No Call	φ \$	248,000.00	5.100%	\$	243,000.00	φ \$	243,943.13	\$	3,017	5.100%	\$ \$	1,074.21
CD	Chartway Federal Credit Union	16141BAQ4	MBS	09-08-23 09-08		No Call	\$	248,000.00	5.000%	\$	248,000.00	φ \$	252,428.02	\$	4,428	5.000%	\$	1,053.15
CD	Greenstate Credit Union	39573LEM6	MBS	09-26-23 09-26		No Call	э \$	248,000.00	5.000%	э \$	248,000.00	э \$	252,428.02	э \$	6,257	5.000%	э \$	1,053.15
CD	Empower Fed CeditUnion	291916AA2	MBS	09-29-23 09-20		No Call	э \$		5.100%	э \$	248,000.00	э \$	253,164.09	э \$	5,164	5.100%	э \$	
CD			MBS					248,000.00										1,074.21
CD	US Alliance Fed Credit Union	90352RDF9		09-29-23 09-29		No Call	\$ \$	248,000.00	5.100%	\$	248,000.00	\$	255,110.35	\$	7,110	5.100%	\$	1,074.21
	Numerica CreditUnion	67054NBN2	MBS	11-10-23 11-10		No Call		248,000.00	5.550%	\$	248,000.00	\$	253,361.14	\$	5,361	5.550%	\$	1,169.00
CD	Heritage Community Cr Un	42728MAB0	MBS	11-15-23 11-16		No Call	\$	248,000.00	5.450%	\$	248,000.00	\$	253,009.74	\$	5,010	5.450%	\$	1,147.93
CD	Members Trustof SW FCU	585899AG2	MBS	01-19-24 01-19		No Call	\$	249,000.00	4.000%	\$	249,000.00	\$	246,700.45	\$	(2,300)	4.000%	\$	845.92
CD	Hughes FCU	444425AL6	MBS	01-29-24 01-29		No Call	\$	249,000.00	4.400%	\$	249,000.00	\$	249,472.82	\$	473	4.400%	\$	930.51
CD	Farmers & Merchants TR	308693BG4	MBS	01-30-24 02-01		No Call	\$	249,000.00	4.150%	\$	249,000.00	\$	248,280.43	\$	(720)	4.150%	\$	877.64
CD	Nicolet National Bank	654062LP1	MBS	03-08-24 03-08		No Call	\$	249,000.00	4.250%	\$	249,000.00	\$	248,970.28	\$	(30)	4.250%	\$	898.79
CD	Medallion Bank	58404DUP4	MBS	03-13-24 03-15		No Call	\$	249,000.00	4.600%	\$	249,000.00	\$	250,458.19	\$	1,458	4.600%	\$	972.81
CD	Wells Fargo Bank	949764MZ4	MBS	03-12-24 03-12		No Call	\$	249,000.00	4.500%	\$	249,000.00	\$	250,003.90	\$	1,004	4.500%	\$	951.66
CD	Toyota Financial SGS Bank	89235MPN5	MBS	05-24-24 05-24		No Call	\$	244,000.00	4.600%	\$	244,000.00	\$	247,291.00	\$	3,291	4.600%	\$	953.27
CD	FirstFoundation Bank	32026U5U6	MBS	05-22-24 05-22		No Call	\$	244,000.00	4.600%	\$	244,000.00	\$	247,286.91	\$	3,287	4.600%	\$	953.27
CD	Citizens Bank	173477CF5	MBS	01-10-25 01-10		No Call	\$	249,000.00	3.850%	\$	249,000.00	\$	244,536.20	\$	(4,464)	3.850%	\$	551.55
CD	AlliantCreditUnion	01882MAD4	MBS	12-30-22 12-30	-25	No Call	\$	248,000.00	5.100%	\$	248,000.00	\$	249,967.20	\$	1,967	5.100%	\$	1,074.21
TotalActiv	vely Invested Funds						\$	14,172,000.00		\$	14,125,976.56	\$	4,140,906.94	\$	14,930	3.544%	\$	40,822.23
Territe										•	50 400 707 47					4.366%		10 10 1 05
TotalLoca	IAgency Investment Fund									\$	59,168,787.17					4.366%	\$2	219,404.35
TotalInves	sted Cash						\$	14,172,000.00		\$	73,294,763.73					4.213%	\$2	260,226.58
Kev to Secu	urity Type:								Kev to Deal	ers:								
FHLB		= Federal Home	e Loan Bar	ık					FCS		FinaCorp Securit	es						
FHLMC				rtgage Corporation					MBS		Multi-Bank Securi							
FNMA		= Federal Nation							MS	=	Mutual Securities							
USTN		= USTreasury	Note						RCB	=	RBC Dain Rausc	her						
CORP		= Corporate No							SA		Securities Americ	-						
CD		= Certificate of D							TVI	=	Time Value Invest		ts					

WMS

= Wedbush Morgan Securities

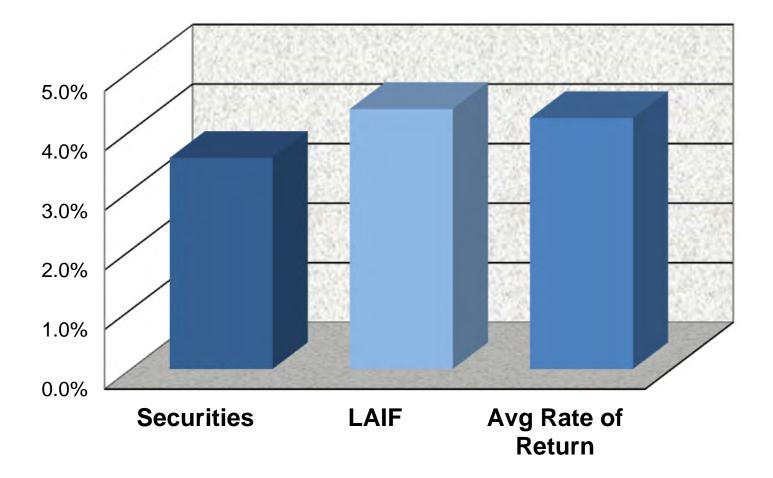
GDB

AEC

= Goldman Sachs Bank

= American Express Centurion

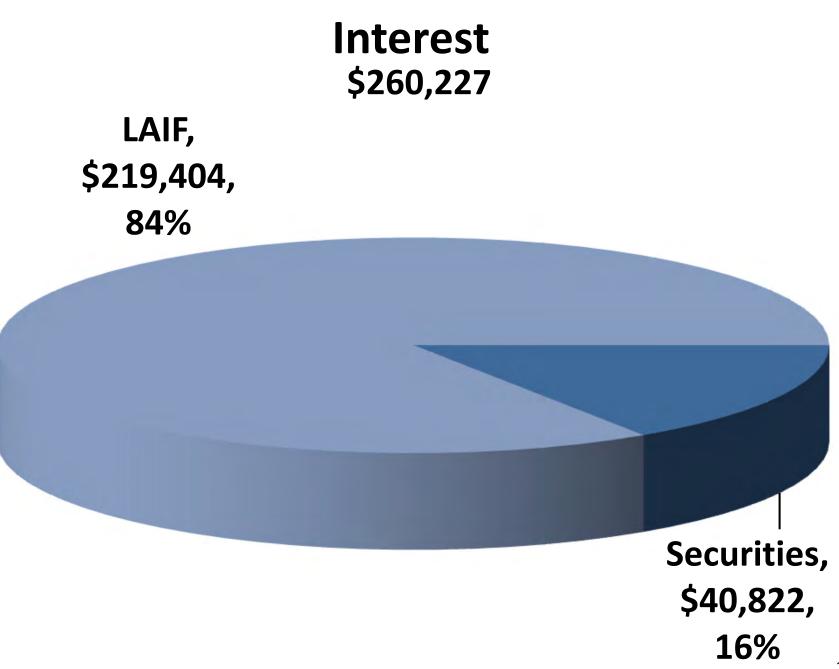
# **Interest Rate Analysis**



# Investments \$73,294,764 Securities, \$14,125,977, 19% LAIF, \$59,168,787,

81%

Jan'25



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### COMMISSION MEMORANDUM NO. 2025.18

DATE:	March 4, 2025
то:	SAWPA Commission
SUBJECT:	Request for Proposals for Investment Management Services
PREPARED BY:	Karen Williams, Deputy General Manager, CFO

### RECOMMENDATION

It is recommended that the Commission direct the General Manager to issue a Request for Proposals (RFPs) for Investment Management Services.

### DISCUSSION

The Statement of Investment Policy, which is reviewed and approved annually by the Commission, grants the Chief Financial Officer the authority to invest or reinvest the Authority's funds in alignment with the policy. The current Chief Financial Officer/Deputy General Manager is set to retire at the end of 2025. To ensure a smooth transition, the General Manager intends to hire a new Director of Finance in the Fall of 2025 to succeed the CFO.

In preparation for this change, it would be prudent to engage an external firm to manage the Authority's investments, as opposed to continuing in-house management. Some of the key benefits of utilizing an investment management firm include:

- Expert guidance on investment policy,
- Strategic asset allocation modeling and implementation,
- Investment selection and ongoing monitoring,
- · Portfolio management and periodic rebalancing,
- Comprehensive performance measurement and reporting,
- Risk management and analysis, and
- Organizational education and support.

The staff has prepared a Request for Proposal (RFP) and distributed it to the member agency financial staff for comment. Comments were received from two agencies and the comments were incorporated into the RFP.

### **RESOURCE IMPACTS**

None.

Attachments:

- 1. Request for Proposal for Investment Management Services
- 2. Presentation "RFP Investment Management Services"

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SANTA ANA WATERSHED PROJECT AUTHORITY

# REQUEST FOR PROPOSAL For INVESTMENT MANAGEMENT SERVICES

**MARCH 2025** 

### CONTENTS

- 1. INTRODUCTION
- 2. ABOUT SAWPA
- 3. TERMS OF CONTRACT
- 4. SCOPE OF WORK
- 5. PROPOSAL REQUIREMENTS
- 6. SUBMITTALS
- 7. PROPOSED SCHEDULE
- 8. EVALUATION CRITERIA
- 9. GENERAL REQUIREMENTS
- 10. RFP EXHIBIT LIST

### 1. INTRODUCTION

The Santa Ana Watershed Project Authority (Agency) is soliciting proposals from qualified firms interested in providing investment advisory and management services for the Agency's investment portfolio.

The primary objective of this proposal is to select the firm most qualified to manage the Agency's investment portfolio using utmost discretionary approach with the ability to execute investment strategies consistent with the Agency's Investment Policy. Accordingly, the firm will be expected to monitor and report on market conditions and accommodate changing Agency circumstances and/or objectives.

The investment of Agency's surplus funds is guided by the California Government Code and the Agency's Investment Policy (Attachment A), which is reviewed and updated annually under the direction of the Chief Finance Officer/Deputy General Manager and submitted to the Agency's Board of Commissioners for approval.

The Agency currently manages its investment portfolio in-house under the direction of the Chief Finance Officer/Deputy General Manager. The Agency's portfolio balance is approximately \$78.5 million, including pool investments and securities. The portfolio size fluctuates throughout the year depending on the timing of revenues and expenditure.

Investment	Amount
Cash	\$ 1,113,173
LAIF	63,679,802
Certificates of Deposit	7,141,741
Agency Securities	6,739,467
<b>Total Cash and Investments</b>	\$ 78,674,183

The Agency's current investment strategy is limited to agency securities and LAIF, and while the Agency needs to maintain a balance in LAIF to address liquidity needs, the current balance is significantly higher than what is required. The Agency will require the selected firm's assistance in developing an appropriate cash flow model to reduce the balance kept in bank accounts and LAIF in the future to the amount necessary to meet the Agency's liquidity needs.

There is no expressed or implied obligation for the Agency to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP. During the evaluation process, the Agency reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions. The Agency reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Agency and the firm selected.

### 2. ABOUT SAWPA

SAWPA was formed in 1968 as a joint power authority under California law and is composed of five member agencies: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District. SAWPA's office is located at 11615 Sterling Avenue, Riverside, CA 92503 and website is <u>www.sawpa.gov</u>. SAWPA focuses on a broad range of water resource issues in its service area – the Santa Ana River Watershed. These include water supply reliability, water quality improvement, recycled water, wastewater treatment, groundwater management, brine disposal, and integrated regional planning.

### 3. TERMS OF CONTRACT

It is the intent of the Agency to award a contract for an initial three (3) year period with an option to renew for two (2) one-year extensions for a possible five (5) year contract. The decision to renew the contract will be at the sole discretion of the Agency.

The contract with SAWPA will includes two documents – the General Services Agreement (GSA) and task orders (TO), both attached to this RFP.

### 4. SCOPE OF WORK

- A. <u>Primary Scope Elements</u> Specific responsibilities of the selected investment adviser will include, but are not limited to the following:
  - 1. In consultation with Agency staff, annually review the Agency's current investment program and provide recommendations regarding the Agency's Investment Policy, liquidity management and cash flow analysis, investment objectives, and selection of appropriate performance benchmarks and report performance against established benchmarks.
  - 2. Using a discretionary portfolio management approach, manage on a daily basis the Agency's investment portfolio pursuant to the California Government Code, the Agency's Investment Policy and establish investment objectives and benchmarks.
  - 3. Place all orders for the purchase and sale of securities, communicate settlement information to the Agency's staff and coordinate security settlement with the Agency's custodian. Execute all approved trades through competitive bidding processes when possible. Report all portfolio transactions to the Agency on a monthly basis. The investment advisor WILL NOT provide custodial services or security safekeeping.
  - 4. Perform broker/dealer due diligence and maintain relations with the broker/dealer community.
  - 5. Continually monitor market conditions and circumstances and report on any recommended changes to policies, strategies, and specific positions.

- a. Provide the Agency with investment reports that shall include, but not limited to, the following: Monthly statements with all the information required by the California Government Code and GASB. These reports must include, but not limited to detailed portfolio holdings including purchase price, accrued interest, amortized cost, market and book values, purchase date, maturity date, next upcoming potential call date, assigned security ratings by a Nationally Recognized Statistical Rating Organization (NRSRO), principal and interest payments, effective earnings rate, yield to maturity, days to maturity, and portfolio summary statistics.
- b. Provide monthly investment reports including a description of market conditions, investment strategies employed, performance, and suggested changes to the investment strategy.
- 6. Annually, or as needed, to address significant changes in the Government Code, review the Agency's Investment Policy and provide written comments and recommended action as needed per California Government Code or to incorporate best practices as provided by relevant statewide and national organizations. The Agency's Investment Policy will be submitted to the Agency's Board of Commissioner's for approval on an annual basis.
- 7. Ensure the portfolio is in compliance with the Agency's Investment Policy and applicable laws.
- 8. Attend meetings of the Agency's Board of Commissioner's quarterly when deemed necessary to present investment performance and market conditions.
- 9. Serve as a general resource to the Agency's staff for information, advice, and training regarding investments. Communicate as necessary with Agency staff to understand the Agency's investment operations.
- B. Agency Controls
  - 1. The Agency, through its Investment Policy, will specify the types, amounts, and maturities of securities that can be purchased for the account.
  - 2. The Agency will act upon the policy, strategy, etc., recommendations provided by the selected firm at the Agency's sole discretion. While relying on the selected firm's due diligence and advice, Agency staff will retain sole discretion in the selection of broker/dealers, and will be responsible for paying all brokerage fees required or incurred in connection with transactions in the account.

3. The Agency in no way surrenders ownership of the cash or securities comprising the account. The selected firm will not act as a custodian of assets in the account or have possession of any such assets.

### 5. PROPOSAL REQUIREMENTS

Responses to this RFP must be made according to the requirements set forth in this section. The proposal should be formatted for legibility and no more than 15 pages long (on pages sized 8.5" wide by 11" long), not including resume(s) or the pricing exhibit.

Proposals will be accepted until Thursday, April 10, 2025, at 5:00 p.m. Proposals must be submitted and uploaded onto PlanetBids at:

<u>https://pbsystem.planetbids.com/portal/52676/portal-home</u> as a complete electronic/ PDF version by the date and time herein above set forth, along with the pricing exhibit (Exhibit B), which shall be submitted as a Microsoft Excel file. SAWPA will not accept hand-delivered proposals.

### A. Minimum Qualifications

Proposing firms must meet or exceed the following minimum qualifications in order to be considered by the Agency:

- 1. Be a registered Investment Advisor as defined and regulated by the U.S. Securities and Exchange Commission under the Investment Advisor's Act of 1940, be properly registered in the State of California, and be primarily engaged in public sector investment advisory/management services.
- 2. Be familiar with all applicable California statutes with regard to qualified investments for public sector entities.
- 3. Be completely independent of any financial institution or securities brokerage firm, or fully disclose any such relationships relevant to the firm's relationship with the Agency.
- 4. Have a minimum of ten (10) years' experience providing the services outlined in this RFP to a public agency with an investment portfolio similar in size to that of the Agency. Services provided must include the following:
  - a. At least ten (10) public agency clients.
  - b. Served as a lead advisor on at least five (5) \$500 million investment portfolios over the last three (3) years.
- 5. Agree to the terms and meet the insurance requirements outlined in the attached sample professional services agreement (Attachment "C"). The Agency is willing to

discuss reasonable modifications to the sample professional services agreement with the selected firm.

6. The firm must have no record of unsatisfactory performance as evidenced by complaints filed with the Securities and Exchange Commission or any federal or state agency with jurisdiction over the service provided by the firm.

### B. <u>Proposal Content</u>

Proposals should include at a minimum the following information:

- 1. Please include a table of contents and number all pages of the proposal.
- 2. Please include a cover letter stating that the firm understands the terms and requirements outlined in this RFP and that the person signing the cover letter is fully authorized to submit a proposal on behalf of the firm.
- 3. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the responding firm. As such, the substance of proposals will carry more weight than their form or manner of presentation. Proposals should demonstrate the qualifications of the firm and of the particular staff to be assigned to the Agency. Proposals should also demonstrate a clear understanding of the work to be performed as outlined in Section III of this RFP.

4. Specific Questions

Proposals should provide responses to all of the following questions in the format that the firm determines is most suitable for conveying the required information.

- A. Firm Information
  - 1. Does the firm meet all of the minimum requirements outlined in Section IV(A) above? Please provide evidence of meeting each requirement in the proposal.
  - 2. Is the firm capable of providing all of the services outlined in this RFP?
  - 3. What is the history of the firm, including date founded and ownership?
  - 4. How many new discretionary and non-discretionary accounts (provide separate totals) have been added by your firm in the last three years? How many have discontinued your firm's services in the last three years? Please explain why these accounts discontinued service.

- 5. What are the total number and dollar amount of public sector portfolios that the firm has under discretionary and non-discretionary management or advisement broken down into totals for cities, counties, special districts, and any other public sector clients?
- 6. What is the average number of accounts serviced by each portfolio manager?
- 7. Who will the key personnel be who are assigned to the Agency's account if your firm is selected? Please include resumes that outline education, experience, certifications, licenses, and training.
- 8. Has there been any turnover in the key personnel in the firm in the past three years? If yes, please describe.
- 9. Has there been any Securities and Exchange Commission regulatory censure or litigation related to the services your firm provides in the past three years?
- 10. What strategies does the firm utilize to ensure quality customer service and responsiveness?
- B. Investment Performance and Approach
  - 1. The Agency does not currently evaluate portfolio performance against a benchmark. What benchmark(s) would you recommend for the Agency to utilize in order to evaluate portfolio performance, and why?
  - 2. In comparison to the benchmark(s) recommended above, what was the firm's annual composite total return for the past five years and by how much did it exceed the benchmark(s)?
  - 3. What strategies will be utilized to monitor and enhance the performance of the Agency's investment portfolio on an ongoing basis?
  - 4. How can the firm assist the Agency with developing an appropriate cash flow model and minimizing the amount of funds kept in bank accounts and LAIF?
- C. Reporting and Online Access
  - 1. What frequency and type of reports will be provided to the Agency? Please provide samples.

- 2. What type of online access and reporting would be provided to the Agency?
- 3. How often would the firm meet with the Agency to review the portfolio and investment strategies?
- D. Pricing
  - 1. What fee schedule would apply to the Agency for non-discretionary services?
  - 2. Would there be a flat fee, a fee in basis points, or a combination thereof?
  - 3. Would the fee schedule be based on portfolio size?
  - 4. What expenses are covered in the fee schedule?
  - 5. What fees and/or expenses would not be included in the fee schedule?
  - 6. Would there be any startup costs associated with transitioning the Agency's portfolio management to your firm?
  - 7. What payment terms are proposed (monthly, quarterly, etc.)?
- 5. Additional Required Information

Proposals should include the following additional information:

- A. Copy of audited financial statements for the past two years and a current interim financial statement. If your firm is privately held and does not produce audited financial statements, unaudited statements will be acceptable.
- B. Contact information for three local government discretionary client references in California with a brief overview of the services provided to each client including how long the client has utilized your firm.
- C. A copy of the firm's most recent ADV, Part I and II, as on file with the Securities Exchange Commission. Please explain any adverse information and how you have addressed or intend to address it.

### 6. SUBMITTALS

Submit **only an electronic copy** of the proposal into PlanetBids as a complete electronic PDF version. Proposals must be received per the schedule shown in Section 7. Proposals received after the stated time will be deleted and not considered.

### **PlanetBids Link to Submit:**

https://demo.planetbids.com/portal/13675/portal-home

SAWPA staff will review proposals. If interviews are needed, proposers will be contacted to schedule a virtual meeting during the time period shown in the schedule in Section 7.

If you have questions, please contact Karen Williams, DGM/CFO at (951) 954-4231 or <a href="https://www.www.www.karen.gov">kwilliams@sawpa.gov</a>.

### 7. PROPOSED SCHEDULE

Milestone	Date	Time
Issuance of SAWPA RFP	March 4, 2025	N/A
Questions Regarding RFP Due from Potential RFP Responders	March 27, 2025	5:00 pm
SAWPA's Response to Questions*	April 10, 2025	5:00 pm
RFP Responses Due	April 24, 2025	5:00 pm
Optional Interviews (In person/virtual)	May 14-15, 2025	N/A
SAWPA Board Meeting to Consider Contract	June 2, 2025	9:30 am

### **Table 1: RFP Schedule Milestones**

\*Questions from potential responses and SAWPA's answer will be posted on the PlanetBids' Q&A section for this project. As questions come in, SAWPA will update the Q&A section accordingly, so all questions and responses are shown. No more updates to the Q&A section will be made after April 10, 2025, per the schedule shown in Table 1.

### 8. EVALUATION PROCEDURES

### A. <u>Review of Proposals</u>

Proposals submitted will be evaluated using a point formula. After the non-cost-related points for each firm have been established, additional points will be added to the technical score based on pricing. The maximum score for pricing will be assigned to the firm offering the lowest fees. Appropriate fractional scores will be assigned to other proposers.

### B. Evaluation Criteria

Proposals will be evaluated using the following criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process:

- 1. Mandatory Elements
  - a. Meets the required minimum qualifications.
  - b. Followed the proposal instructions.
- 2. Proposal Quality
  - a. Firm Information
    - i. The firm's past experience with comparable government clients.
    - ii. The qualifications and experience of the firm's professional personnel to be assigned to the Agency.
    - iii. The firm's approach to customer service and responsiveness.
  - b. Investment Performance and Approach
    - i. Benchmark recommendations and historical firm performance.
    - ii. Investment strategy recommendations.
  - c. Reporting and Online Access
    - i. Comprehensiveness and quality of reports offered.
    - ii. Quality and functionality of online systems.
- 3. Pricing

Costs will be evaluated; however, cost will not be the primary factor in the selection of a firm.

### C. Oral Presentations / Reference Check

During the evaluation process, the Agency will request oral presentations from two or more firms with the highest scores. A reference check will also be conducted.

D. Final Selection

The Finance Department, with approval of the General Manager, will select a firm based upon staff evaluation and recommendation, which will then be submitted to the

commission for approval.

### 9. GENERAL REQUIREMENTS

- A. All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA reserves the right to negotiate with any qualified source. SAWPA reserves the right to reject any or all proposals for any reason or for no reason at all.
- B. SAWPA reserves the sole right to evaluate and select the successful proposal(s) and may choose to award a contract to one or more qualified consultants.
- C. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal.
- D. SAWPA reserves the right to request further information from the proposer either in writing or orally. Such requests will be addressed to that person or persons authorized by the proposer to represent the proposer.
- E. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.
- F. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP.
- G. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.
- H. SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
- I. All proposals submitted in response to this RFP will become the exclusive property of SAWPA. At such time as SAWPA's recommendation to the SAWPA governing board relative to proposal selection appears on the SAWPA governing board agenda, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as

business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA shall not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof if disclosure is required under the Public Records Act.

- J. SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.
- K. SAWPA reserves the right to withhold award of contract for a period of one hundred and twenty (120) days following the RFP opening. All submittals received are considered firm for that 120-day period.

### **10. RFP EXHIBIT LIST**

Exhibit A – Agency Investment Policy Exhibit B – Most Recent Agency Treasurer's Report Exhibit C – General Services Agreement Exhibit D – Task Order

### **RESOLUTION NO. 2023-8**

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

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

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

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

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

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

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

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

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

1. The attached Statement of Investment Policy is hereby approved and shall govern the investment of SAWPA's funds.

2. The Chief Financial Officer shall comply with the duties and responsibilities of the office of the treasurer as set forth in Sections 6505 and 6505.5 of the Government Code.

3. As permitted under Section 53607 of the Government Code, the authority of the Commission to invest or reinvest SAWPA's funds, or to sell or exchange securities so purchased, is hereby delegated for a period of one year by the Commission to SAWPA's Chief Financial Officer who shall assume full responsibility for those transactions until the delegation of authority, and shall make a monthly report of those transactions to the Commission. Subject to review, the Commission may renew the delegation of authority each year pursuant to Section 53607 of the Government Code.

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

**ADOPTED** this 20th day of June, 2024.

### SANTA ANA WATERSHED PROJECT AUTHORITY

By:

DocuSigned by:

Bruce Whitaker

Bruce Whitaker, Chair

Attest:

DocuSigned by:

Sara Villa

Sara Villa, Clerk of the Board

Attachment: Statement of Investment Policy

### SANTA ANA WATERSHED PROJECT AUTHORITY STATEMENT OF INVESTMENT POLICY

### 1.0 POLICY

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

### 2.0 SCOPE

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

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

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

### 3.0 PRUDENCE

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

### 4.0 **OBJECTIVES**

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

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

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

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

#### 5.0 DELEGATION OF AUTHORITY

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

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

#### 6.0 ETHICS AND CONFLICTS OF INTEREST

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

#### 7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

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

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

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

#### 8.0 AUTHORIZED AND SUITABLE INVESTMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 9.0 REVIEW OF INVESTMENT PORTFOLIO

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

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

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

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

#### **11.0 COLLATERALIZATION**

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

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

#### 12.0 SAFEKEEPING AND CUSTODY

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

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

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

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

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

#### **14.0 INTERNAL CONTROLS**

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

#### **15.0 PERFORMANCE STANDARDS**

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

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

#### **16.0 REPORTING**

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

#### **17.0 INVESTMENT POLICY ADOPTION**

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

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Karen L Williams Chief Financial Officer Santa Ana Watershed Project Authority June 20, 2024 Date

#### **GLOSSARY OF INVESTMENT TERMS**

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

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

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

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

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

**<u>BID PRICE</u>**: The price offered for securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**<u>PORTFOLIO</u>**: The collection of securities held by an individual or institution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A

#### **CERTIFICATION OF UNDERSTANDING**

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

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

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

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

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

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

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

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

Attachment B

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

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

1.	Name of Firm			
2.	Address			
	(Local)			Headquarters)
3.	Telephone No			
4.	Primary Representatives:	Manager/	Partner	-In-Charge:
	Name	Name		
	Telephone	Telephone	<u>.</u>	
	Years in institutional sales	Years in in	stitutio	onal sales
	Years with firm	Years with	ı firm _	
5.	Are you a Primary Dealer in U.S. Government Securit	ies?	Yes	No
6.	Are you a Regional Dealer in U.S. Government Securi	ties?	Yes	No
7.	Are you a Broker instead of a Dealer,			
	i.e., You <u>DO NOT</u> own positions of Securities?		Yes	No
8.	What is the net capitalization of your firm?			
9.	What is the date of your fiscal year-end?			

Please provide y	our <u>wiring</u> and <u>delivery</u> ir	istructions	
Which of the foll	owing instruments are of	fered <u>regularly</u> by you	r local desk?
□T- Bills	□ Treasury Notes/	Bonds □Discount	t Notes □NCD's
□Agencies (spec	:ify)		
Which of the abo	ove does your firm special	ize in marketing?	
Please identify y area:	our most directly compar	able Local Agency Clie	ents in our geographi
Entity	Contact Person	Telephone	Client Since
What reports, tr	ansactions, confirmations	, and paper trail would	l we receive?
Please include sa provides to local	amples of research reports l agency clients.	s or market informatic	on that your firm reg
with governmen	ns are taken by your Firm t agencies as investors?		

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

## Santa Ana Watershed Project Authority



## **Finance Department**

#### Santa Ana Watershed Project Authority TREASURER'S REPORT

### January 2025

During the month of January 2025, the Agency's actively managed temporary idle cash earned a return of 3.544%, representing interest earnings of \$40,822. Additionally, the Agency's position in overnight funds L.A.I.F. generated \$219,404 in interest, resulting in \$260,227 of interest income from all sources. Please note that this data represents monthly earnings only and does not indicate actual interest received. There were three (3) investment positions purchased, zero (0) positions sold, one (1) position matured, and zero (0) positions were called.

This Treasurer's Report is in compliance with SAWPA's Statement of Investment Policy. Based upon the liquidity of the Agency's investments, this report demonstrates the ability to meet customary expenditures during the next six months.

February 10, 2025

Prepared and submitted by:

Kaun (1) Iliam

Karen L. Williams, Deputy GM/Chief Financial Officer

#### Santa Ana Watershed Project Authority

#### INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES

#### January 31, 2025

SAWPA primarily maintains a "Buy and Hold" investment philosophy, with all investments held by US Bank via a third-party safekeeping contract.

Investment	Security			Purchase Ma	turity	CallDate			Yield To		Investment	N	larket Value	U	nrealized	Coupon		Interest
Type	Type	CUSIP	Dealer		ate	(if appl)		Par Value	Maturity		Cost	с	urrent Month		ain/(Loss)	Rate		Earned
Agency	FHLB	3130ATHWO	WMS	11-04-22 09-	10-27	No Call	\$	1,000,000.00	4.125%	\$	991,965.00	\$	996,322.30	\$	4,357	4.125%	\$	3,503.42
Agency	FHLB	3130AWC24	MBS	06-06-23 06-		No Call	\$	500,000.00	3.889%	\$	502,505.00	\$	494,827.79	\$	(7,677)	4.000%	\$	1,651.49
Agency	FHLB	3130AWN63	WMS	01-25-24 06-3		No Call	\$	1,000,000.00	4.020%	\$	999,170.00	\$	993,939.23	\$	(5,231)	4.000%	\$	3,414.29
Agency	FHLB	3130ATUT2	MBS	01-09-25 12-	14-29	No Call	\$	500,000.00	4.451%	\$	501,058.00	\$	503,642.97	\$	2,585	4.500%	\$	1,341.40
Agency	FNMA	3135G0X24	MBS	02-04-20 <b>01-</b>	07-25	No Call	\$	· -	0.000%	\$	· _	\$	-	\$	-	0.000%	\$	134.06
Agency	FNMA	3135G05X7	WMS	10-30-20 08-2	25-25	No Call	\$	1,000,000.00	0.460%	\$	995,952.00	\$	978,300.19	\$	(17,652)	0.375%	\$	390.68
Agency	USTN	91282CAZ4	WMS	04-19-21 11-		No Call	\$	1,000,000.00	0.761%	\$	982,500.00	\$	968,476.56	\$	(14,023)	0.375%	\$	646.04
Agency	USTN	912828ZTO	WMS	09-15-21 05-3	31-25	No Call	\$	1,000,000.00	0.530%	\$	989,726.56	\$	986,570.31	\$	(3,156)	0.250%	\$	450.29
Agency	USTN	91282CMD0	MBS	01-14-25 12-3		No Call	\$	1,000,000.00	4.577%	\$	991,100.00	\$	1,002,578.12		11,478	4.375%	\$	2,131.83
CD	Beal Bank USA	07371DEV5	MBS	08-17-22 08-	12-26	No Call	\$	245,000.00	3.200%	\$	245,000.00	\$	241,132.01	\$	(3,868)	3.200%	\$	665.86
CD	Synchrony Bank	87164XP34	MBS	08-12-22 08-		No Call	\$	245,000.00	3.350%	\$	245,000.00	\$	243,695.22	\$	(1,305)	3.350%	\$	74.44
CD	Capital One Bank USANA	14042TGJ0	MBS	05-25-22 05-2		No Call	\$	246,000.00	3.200%	\$	246,000.00	\$	240,138.62	\$	(5,861)	3.200%	\$	668.58
CD	Morgan Stanley Private Bank	61768UAT4	MBS	11-15-22 11-		11-15-23	\$	248,000.00	5.000%	\$	248,000.00	\$	248,475.79	\$	476	5.000%	\$	1,053.15
CD	Prime Alliance Bank	74160NJF8	MBS	11-17-22 11-		05-17-23	s	248,000.00	4.950%	\$	248,000.00	\$	248,008.70	\$	9	4.950%	\$	1,042.62
CD	Cooperative Center FSU	21686MAA6	MBS	12-29-22 12-2		No Call	\$	249,000.00	4.650%	\$	249,000.00	\$	249,961.38	\$	961	4.650%	s	983.38
CD	Affinity Bank	00833JAQ4	MBS	03-17-23 03-		No Call	\$	248,000.00	4.900%	\$	248,000.00	\$	252,687.07	\$	4,687	4.900%	\$	1,032.09
CD	Discover Bank	2546732V7	MBS	03-22-23 03-2		No Call	s	243,000.00	5.050%	\$	243,000.00	\$	246,715.15	\$	3,715	5.050%	\$	1,042.24
CD	Global Fed CR UN Alaska	37892MAF1	MBS	05-12-23 05-		No Call	\$	249,000.00	4.600%	\$	249,000.00	\$	250,667.37	\$	1,667	4.600%	\$	972.81
CD	UBS Bank USA	90355GDJ2	MBS	05-17-23 05-		No Call	\$	249,000.00	4.550%	\$	249,000.00	\$	250,409.07	\$	1,409	4.550%	\$	962.23
CD	BMW Bank of North Americ	05580A2G8	MBS	06-16-23 06-		No Call	\$	244,000.00	4.600%	\$	244,000.00	\$	245,100.89	\$	1,101	4.600%	s	953.27
CD	Barclays Bank Delaware	06740KRW9	MBS	07-26-23 07-2		No Call	\$	243,000.00	5.100%	\$	243,000.00	\$	243,943.13	\$	943	5.100%	\$	1,052.56
CD	Farmers Insurance Group	30960QAS6	MBS	07-26-23 07-2		No Call	\$	248,000.00	5.100%	\$	248,000.00	\$	251,017.08	\$	3,017	5.100%	\$	1,074.21
CD	Chartway Federal CreditUnion	16141BAQ4	MBS	09-08-23 09-0		No Call	\$	248,000.00	5.000%	\$	248,000.00	\$	252,428.02	\$	4,428	5.000%	\$	1,053.15
CD	Greenstate Credit Union	39573LEM6	MBS	09-26-23 09-2		No Call	\$	248,000.00	5.000%	\$	248,000.00	\$	254,257.27	\$	6,257	5.000%	\$	1,053.15
CD	Empower Fed Cedit Union	291916AA2	MBS	09-29-23 09-2		No Call	\$	248,000.00	5.100%	\$	248,000.00	\$	253,164.09	\$	5,164	5.100%	\$	1,074.21
CD	US Alliance Fed Credit Union	90352RDF9	MBS	09-29-23 09-2		No Call	\$	248,000.00	5.100%	\$	248,000.00	\$	255,110.35	\$	7,110	5.100%	\$	1,074.21
CD	Numerica CreditUnion	67054NBN2	MBS	11-10-23 11-		No Call	\$	248,000.00	5.550%	\$	248,000.00	φ \$	253,361.14	φ \$	5,361	5.550%	\$ \$	1,169.00
CD	Heritage Community Cr Un	42728MAB0	MBS	11-15-23 11-		No Call	\$	248,000.00	5.450%	\$	248,000.00	φ \$	253,009.74	φ \$	5,010	5.450%	\$	1,147.93
CD	Members Trustof SW FCU	585899AG2	MBS	01-19-24 01-		No Call	\$	249,000.00	4.000%	\$	249,000.00	φ \$	246,700.45	φ \$	(2,300)	4.000%	\$	845.92
CD	Hughes FCU	444425AL6	MBS	01-29-24 01-2		No Call	\$	249,000.00	4.400%	\$	249,000.00	φ \$	249,472.82	φ \$	(2,300)	4.400%	\$	930.51
CD	Farmers & Merchants TR	308693BG4	MBS	01-30-24 02-		No Call	\$	249,000.00	4.400%	\$	249,000.00	φ \$	248,280.43	φ \$	(720)	4.150%	\$	877.64
CD	NicoletNational Bank	654062LP1	MBS	03-08-24 02-		No Call	\$	249,000.00	4.150%	\$	249,000.00	φ \$	248,970.28	φ \$	(720)	4.250%	\$	898.79
CD	Medallion Bank	58404DUP4	MBS	03-13-24 03-		No Call	\$	249,000.00	4.600%	\$	249,000.00	φ \$	250,458.19	φ \$	(30)	4.600%	\$	972.81
CD	Wells Fargo Bank	949764MZ4	MBS	03-12-24 03-		No Call	э \$	249,000.00	4.500%	э \$	249,000.00	э \$	250,458.19	э \$	1,438	4.500%	э \$	972.01
CD	Toyota Financial SGS Bank	89235MPN5	MBS	05-24-24 05-2		No Call	э \$	249,000.00	4.600%	э \$	249,000.00	э \$	247,291.00	э \$	3,291	4.600%	э \$	953.27
CD	FirstFoundation Bank	32026U5U6	MBS	05-22-24 05-2		No Call	s S	244,000.00	4.600%	э \$	244,000.00	э \$	247,291.00	э \$	3,291	4.600%	э \$	953.27
CD	Citizens Bank	173477CF5	MBS	01-10-25 01-		No Call	s S	249,000.00	4.800 % 3.850 %	э \$	244,000.00	э \$	244,536.20	э \$	(4,464)	3.850%	э \$	551.55
CD			MBS			No Call No Call	s S							ֆ Տ	,		•	
CD	AlliantCreditUnion	01882MAD4	MBS	12-30-22 12-3	30-25	NoCall	\$	248,000.00	5.100%	\$	248,000.00	\$	249,967.20	\$	1,967	5.100%	\$	1,074.21
TotalActiv	vely Invested Funds						\$	14,172,000.00		\$	14,125,976.56	\$ ^	14,140,906.94	\$	14,930	3.544%	\$	40,822.23
Tetellese	1 A manual laws of mand Friend									¢	50 400 707 47					4.366%		040 404 05
TotalLoca	IAgency Investment Fund									\$	59,168,787.17					4.300%	ф4	219,404.35
TotalInves	sted Cash						\$	14,172,000.00		\$	73,294,763.73					4.213%	\$2	260,226.58
Kev to Secu	<u>iritv Tvpe:</u>	Federal U.							Kev to Deal		<b>FireOre</b> 0.1							
FHLB         = Federal Home Loan Bank           FHLMC         = Federal Home Loan Mortgage Corporation					FCS MBS		FinaCorp Securiti Multi-Bank Securi											
FNMA		= Federal Home = Federal Nation			011				MBS MS		Mutual Securities	ues						
USTN		= USTreasury I	-						RCB		RBC Dain Rausc	her						
CORP		= Corporate No							SA		Securities Americ							
CD		= Certificate of D	Peposit						TVI	=	Time Value Invest	men	ts					
CDR		Caldman Card	ha Daali								Madhush Massa	~						

WMS

= Wedbush Morgan Securities

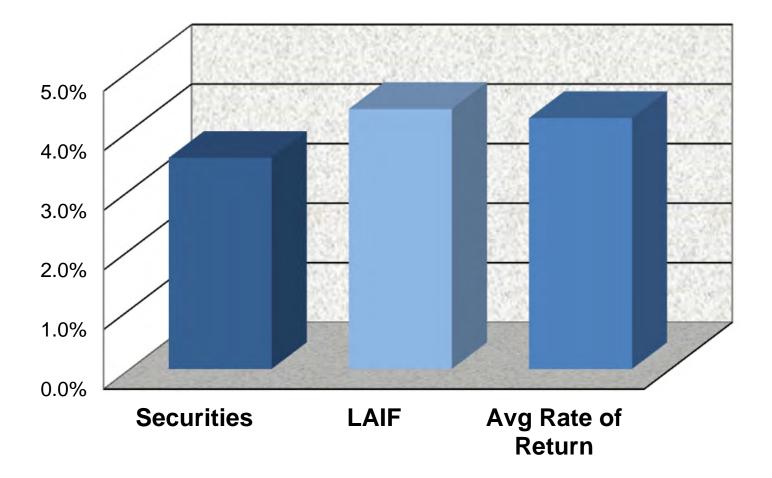
GDB

AEC

= Goldman Sachs Bank

= American Express Centurion

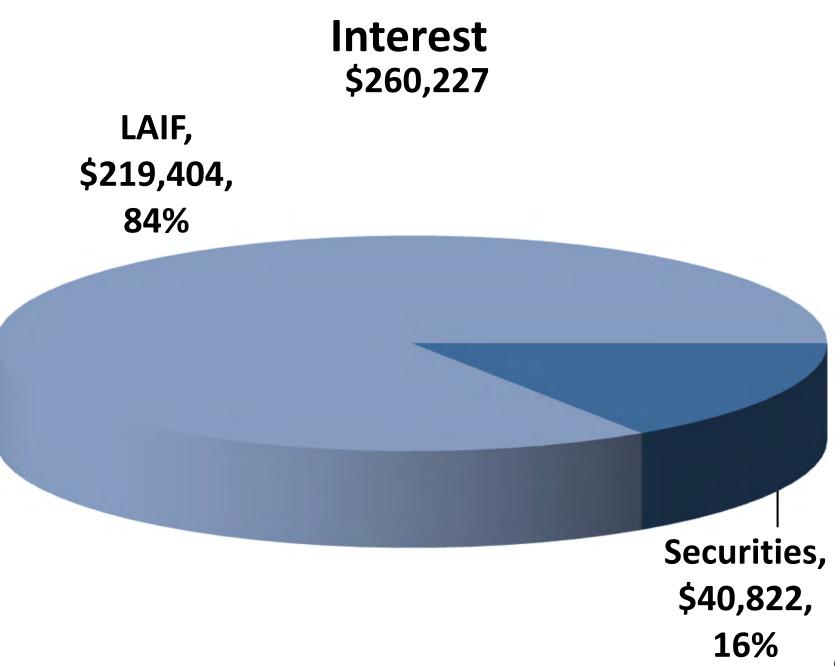
## **Interest Rate Analysis**



## Investments \$73,294,764 Securities, \$14,125,977, 19% LAIF, \$59,168,787,

81%

Jan'25





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

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

#### **RECITALS**

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

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

#### AGREEMENT

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

#### ARTICLE I

#### TERM OF AGREEMENT

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

#### ARTICLE II

#### SERVICES TO BE PERFORMED

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

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

#### ARTICLE III COMPENSATION

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

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

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

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

#### ARTICLE IV

#### CONSULTANT OBLIGATIONS

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

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

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

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

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

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

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

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

#### 4.04(b) If Claims Made Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V SAWPA OBLIGATIONS

#### 5.01 SAWPA shall:

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

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

#### ARTICLE VI

#### ADDITIONAL SERVICES, CHANGES AND DELETIONS

**6.01** During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

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

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

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

#### ARTICLE VII

#### CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

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

#### ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

#### ARTICLE IX CONSULTANT STATUS

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

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

#### ARTICLE X AUDIT AND OWNERSHIP OF DOCUMENTS

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

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

#### ARTICLE XI MISCELLANEOUS PROVISIONS

**11.01** This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

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

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

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

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

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

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

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

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

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

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

#### SANTA ANA WATERSHED PROJECT AUTHORITY

Jeffrey J. Mosher, General Manager

(CONSULTANT NAME)

(Signature)

Date

Date

Typed/Printed Name



### SANTA ANA WATERSHED PROJECT AUTHORITY TASK ORDER NO.

CONSULTANT:	[Name] [Address]	VENDOR NO.:XXX
COST:	\$xxxx	
PAYMENT:	Upon Receipt of Proper Invoice	
REQUESTED BY:	[Manager], [Title]	[Date]
FINANCE:	Karen Williams, Deputy GM/CFO Date	
FINANCING SOURC	E: Acct. Coding xx Acct. Description xx	

#### **COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER:** YES() NO() Authorization: [Date]; CM#2023.xx

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and \_\_\_\_\_\_ (Consultant) pursuant to the General Services Agreement between SAWPA and Consultant, entered into on [date], expiring [date].

I. PROJECT NAME OR DESCRIPTION

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

Consultant shall provide all labor, materials, and equipment for the services to provide

Please also refer to Appendix X for acceptable formats

#### **III. PERFORMANCE TIME FRAME**

Consultant shall begin work [date] and shall complete performance of such services by [date].

#### IV. SAWPA LIAISON

\_\_\_\_\_ 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 **\$\_\_\_\_\_**. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

#### VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

#### SANTA ANA WATERSHED PROJECT AUTHORITY

Jeffrey J. Mosher, General Manager

[CONSULTANTS NAME]

(Signature)

Date

Date

Print/Type Name and Title

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# **RFP for Investment Management Services**

Karen Williams, Deputy GM/CFO





## Recommendation

It is recommended that the Commission direct the General Manager to issue a Request for Proposal (RFP) for Investment Services.

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# Discussion

- Succession Planning for Finance Department:
  - Current Chief Financial Officer is set to retire in December 2025
  - Recruit Director of Finance (hire in Fall 2025 for 3 months overlap)

- Role of new Director of Finance:
  - Oversee SAWPA financial needs and requirements
  - Oversee an external firm to manage SAWPA investments (i.e., Funds and Reserves)
    - Currently investments are managed by the CFO
- ents nvestments (i.e., Funds

# Discussion

- Distributed RFP to Member Agency Finance Staff:
- Comments Received from:
  - IEUA
  - WMWD
- Comments were incorporated into the current RFP

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# **RFP Schedule**

Milestone	Date	Time
Issuance of SAWPA RFP	March 4, 2025	N/A
Questions Regarding RFP due from potential RFP responders	March 27, 2025	5:00 pm
SAWPA's response to questions	April 10, 2025	5:00 pm
RFP Responses due	April 24, 2025	5:00 pm
Optional Interviews (in person/virtual)	May 14-15, 2025	N/A
SAWPA Board Meeting to consider contract	June 2, 2025	9:30 am

# SAWPA Statement of Investment Policy (SOIP)\*

# Policy:

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

\*A copy of the 2023-2024 SOIP is attached.

# **Policy Objectives**











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# Safety

Safety of principal is the Authority's foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the Authority will diversify its investments by investing funds among independent financial institutions offering a variety of securities with independent returns. Investments shall be made with the aim of avoiding capital losses due to issuer default, broker-dealer default, or market value erosion.

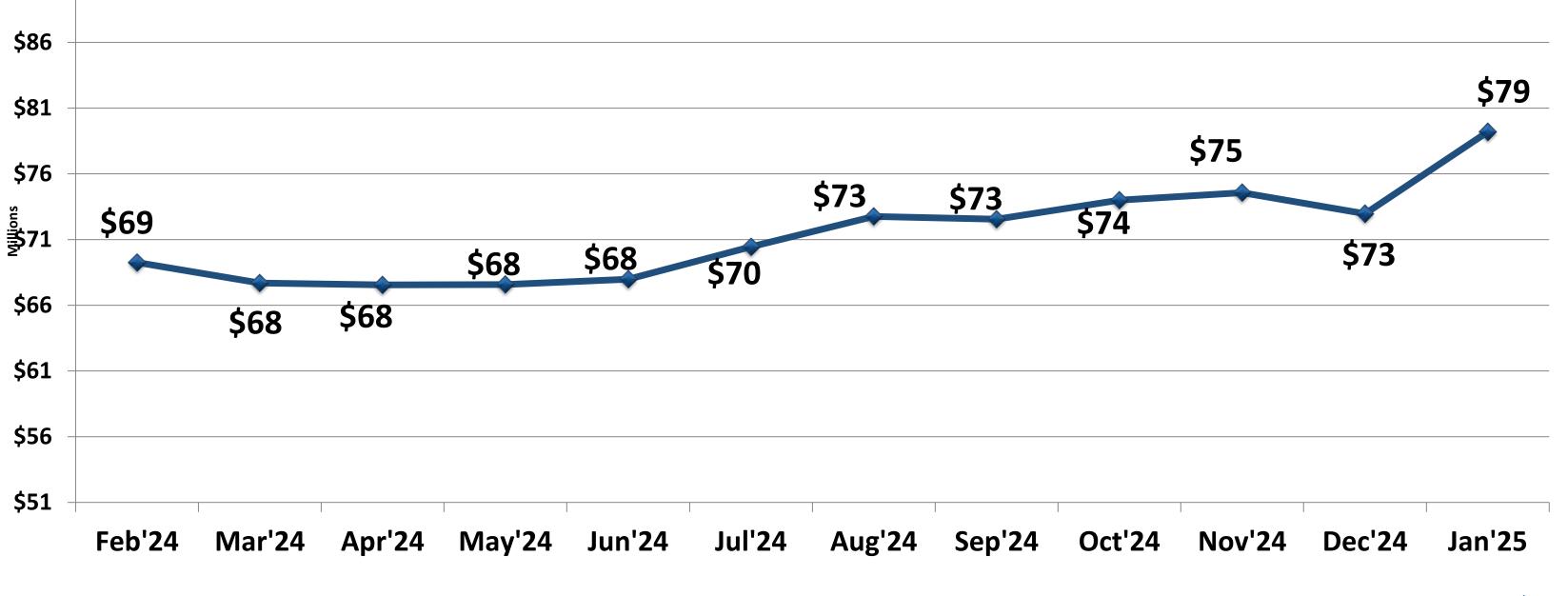
# Liquidity

The investment portfolio will remain sufficiently liquid to enable the Authority to meet all operating requirements which might be reasonably anticipated.

# Yield

The Authority's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, as long as it does not dimmish the objectives of Safety and Liquidity.

# Current Cash and Investments (Financial Report)



# Summary of Current Investment Approach

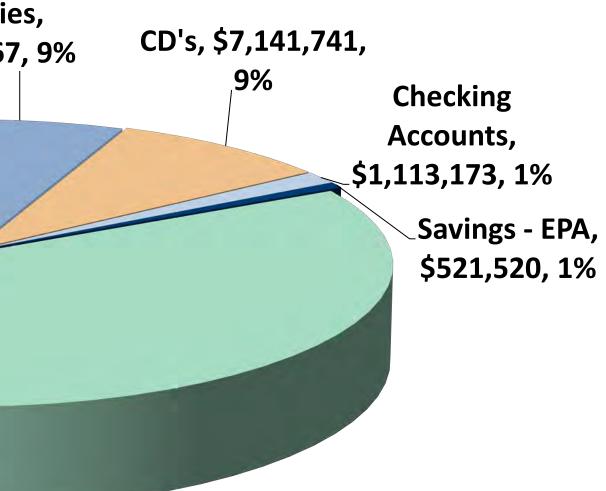
- Current approach involves:
  - LAIF (80%)
  - Securities (9%)
  - CDs (9%)

LAIF, \$63,679,802,

80%

Securities, \$6,739,467,9%

# Cash & Investments - January 2025 \$79,195,703



# Benefits of Utilizing Investment Management Firm

- 1. Expert Guidance on Investment Policy: The investment firm will work with the Authority to update and implement the existing investment policy to align with the Authority's mission and values. The firm will provide guidance on best practices for investment policy management, including procedures for policy updates and implementation.
- Strategic Asset Allocation Modeling and Implementation: The investment 2. management firm will develop an asset allocation strategy that meets the Authority's investment objectives, risk tolerance, and liquidity needs. The firm will implement the asset allocation strategy in the Authority's investment portfolio.

# **Benefits of Utilizing Investment Management Firm**

- Investment Selection and Ongoing Monitoring: The investment 3. management firm will conduct due diligence on investment broker/dealers, custodian bank, and financial institutions utilized by the Authority, select appropriate investments, and monitor the investments performance. The firm will also evaluate and recommend both active and passive investment strategies in accordance with the investment policy.
- Portfolio Management and Periodic Rebalancing: The investment 4. management firm will actively manage the Authority's investment portfolio, rebalance the portfolio periodically, and adjust the asset allocation strategy as necessary.

# **Benefits of Utilizing Investment Management Firm**

- Comprehensive Performance Measurement and Reporting: The 5. investment management firm will provide regular performance reports to the Authority, including investment returns, portfolio composition, and benchmark comparisons, etc.
- <u>Risk Management and Analysis</u>: The investment management firm will 6. conduct stress testing and scenario analysis to evaluate the potential impact of market events on the Authority's investments portfolio. The firm will also provide ongoing risk management advice.
- 7. Organizational Support: The investment management firm will provide support and education to the Authority's CFO/Director of Finance and Board of Commissioners. The firm will also attend Committee and/or Commission meetings as requested.



There are several ways the fees for an investment management firm can be structured:

- Fixed fees: Predetermined amount paid regardless of the fund's performance.
- Variable fees: Based on the fund's performance. Performance-based fees: Calculated as a percentage of assets under management or generated revenue.

The fee structure will be negotiated with the firm that is chosen through the RFP process and those fees will be included in the budget.

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# Recommendation

It is recommended that the Commission direct the General Manager to issue a Request for Proposal (RFP) for Investment Services.

# Questions?

Karen Williams Santa Ana Watershed Project Authority Office (951) 354-4231 kwilliams@sawpa.gov sawpa.gov







## **COMMISSION MEMORANDUM NO. 2025.19**

DATE:	March 4, 2025
то:	SAWPA Commission
SUBJECT:	Request for Qualifications for Legal Services
PREPARED BY:	Jeff Mosher, General Manager

### RECOMMENDATION

That the Commission authorize the release of a Request for Qualifications (RFQ) for Legal Services.

### DISCUSSION

**D A T E** 

It is proposed to issue a Request for Qualifications to local firms providing legal services. Services would be performed as needed based on pre-determined hourly rates and time estimates. Tasks to be performed include the following:

- 1. General governance, board meetings, minutes and agendas.
- 2. Issues related to procurement and contracting for construction, supplies, equipment, and services.
- 3. Brown Act: Responding to Brown Act questions related to public meetings including agenda content, posting of agenda, special meetings, etc., and serve as agency counsel during public meetings and public hearings.
- 4. Advise the Boards, management, and staff on matters of law. Be available to management and staff for in-person meetings and by phone, Zoom, Teams, and email.
- 5. Public records requests. Advising staff on response requirements.
- 6. Public Works Bidding and Contracts. Ensuring bid documents, bid notice publications, bid process, and contract award are in compliance with requirements.
- 7. Right-of-Way documents. Easements, license agreements, encroachments permits, etc. Responding to questions related to existing documents, protecting the rights conveyed, and assisting staff on access issues. Preparing new documents when required due to relocation of the pipeline, dedication of right of way to another public entity, etc.
- 8. Agreements. Preparing agreements when directed by SAWPA and assist in reviewing existing agreements to ensure compliance, including Joint Powers Agreements.
- Agency Ordinances, Resolutions, Policies and Procedures. Reviewing updates to SAWPA Ordinance No. 8 (Inland Empire Brine Line), Enforcement Response Plan and other industrial pretreatment program documents, resolutions such as the Brine Line rate resolution, policies such as the procurement policy, and other documents that may be required from time to time.
- 10. Industrial Pretreatment Program. Review documents such as the permit application, permit templates for Collection Stations, Liquid Waste Haulers, Industrial Users, Significant Industrial Users, Categorical Industrial Users, and letters to discharge. Assist staff in implementing the program including interpreting the ERP applied to real world situations. Review letters, orders, etc. prepared by staff.

- 11. Human Resources. Prepare an Employee Handbook update for review by SAWPA. Prepare associated documents such as new hire forms, termination forms, etc. Alert SAWPA regarding new laws and provide applicable direction. Assist staff in applying state law and SAWPA policies.
- 12. Construction and Operations Claims. Assist staff in responding to claims received, including but not limited to construction and operational claims. Assist staff in reviewing SAWPA claims submitted to other parties including, but not limited, for damage to Brine Line facilities.
- 13. Review of standard Terms and Conditions and assistance with ensuring compliance for Work Order and Task Orders including prevailing wage and insurance requirements.
- 14. Assist in review of Injury and Illness Prevention Plan and ensure that the program elements are consistent with OSHA requirements.
- 15. Facilitating and overseeing the work of any special counsels.
- 16. Miscellaneous.

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this RFQ. Please note the following key dates:

Date
March 5, 2025
March 19, 2025
March 25, 2025
April 17, 2025
April 23, 2025
TBD
May 6, 2025
June 1, 2025

### **RESOURCE IMPACTS**

The FYE 2025, FYE 2026, and FYE 2027 budgets include line items for consultant legal services.

Attachment:

- 1. Request for Qualifications (RFQ)
- 2. PowerPoint Presentation



# Santa Ana Watershed Project Authority

# **REQUEST FOR QUALIFICATIONS (RFQ)**

For

AS NEEDED LEGAL SERVICES

# February 2025

11615 Sterling Avenue | Riverside, California 92503

# SAWPA REQUEST FOR QUALIFICATIONS (RFQ) For AS NEEDED LEGAL SERFVICES

## **NOTICE TO SUBMITTING FIRMS**

- Qualification Submittals for the RFQ as described herein, will be submitted to Karen Williams at: (kwilliams@sawpa.gov) electronically, as a single Adobe Acrobat (PDF) file, with search capability to ensure readability and compatibility, not more than 20 pages long (not including cover letter, exhibits and resumes), and not more than 10 megabytes in size.
- 2. All qualification submittals must be received by **5:00 p.m. on April 17, 2025**.
- 3. Responding firms may submit qualifications for all or some of the legal services described.
- 4. If additional information is needed, contact Karen Williams at (951) 354-4220 or <u>kwilliams@sawpa.gov</u>.
- 5. Any changes to this RFQ are invalid unless specifically modified by SAWPA and issued as a separate addendum document. Should there be any question as to changes to the content of this document, SAWPA's copy shall prevail. It is the submitting firm's sole responsibility to ensure that their qualification submittal, inclusive of any or all addenda, is received at the proper place at the proper time. SAWPA will not accept submittals after the due date/time listed above.

# Section I – PROJECT INTRODUCTION AND OVERVIEW

### A. GENERAL OVERVIEW

The Santa Ana Watershed Project Authority (SAWPA) is a Joint Powers Authority with five member agencies: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District.

Formed in 1975, SAWPA is governed by the Commission comprised of one appointed Board member from each member agency. There is also Project Agreement committees which operate as autonomous entities and include one to five of the member agencies. SAWPA's estimated FYE 2026 budget is \$28,800,00 with 26 funded positions.

As an integrated regional watershed manager SAWPA has three major activities that it performs: One Water One Watershed (OWOW), Roundtables and the Inland Empire Brine Line.

OWOW: SAWPA conducts the One Water One Watershed Program, an integrated regional water management program envisioning a sustainable Santa Ana River Watershed that is drought resilient, salt-balanced and supportive of social, economic, and environmental vitality by 2035. Over the past 10 years, SAWPA has worked collaboratively to secure water bonds and IRWM grant funding totaling over \$250 million within the watershed.

Inland Empire Brine Line: SAWPA owns and operates the Inland Empire Brine Line, a 73-mile brine collection system responsible for the daily removal of over 500,000 pounds of salt, ensuring the highest and best use of groundwater resources and an expanded ability to reclaim water, providing economic benefit and retaining numerous local jobs.

Roundtables: SAWPA facilitates Roundtables, collaborative forums addressing the region's water resource challenges including implementing TMDLs, water quality an monitoring, water use efficiency and other regional partnerships.

The Santa Ana River Watershed, with over 6 million people, spans approximately 2,840 square miles and covers portions of San Bernardino, Riverside, Orange, and a small area of Los Angeles Counties. SAWPA has led the creation of a framework to select the best multi-benefit projects resulting in the completion of 50 projects valued at over \$860 Million throughout the watershed, providing 342,000 acre-feet of new water annually. The Santa Ana River Watershed has, perhaps, the most comprehensive water quality protection program of any watershed in the country due to the ongoing interest and participation of SAWPA, its member agencies, and the Regional Water Quality Control Board. The basin plans for water quality protection that have now become the standard for California were developed in the 1970s with the assistance of SAWPA. Since its inception, SAWPA has partnered with the Regional Board on numerous collaborative efforts.

SAWPA is well suited to address complex issues in the Santa Ana River Watershed due to its 50-year history in leading and governing numerous collaborative efforts working closely with Federal, State, and local agencies to obtain positive results relating to a variety of complex, sometimes controversial, water resource projects and programs. Utilizing the capable skills of SAWPA's staff, multi-agency agreements, consultant contracts, and facilitated discussions, SAWPA's successful programs and projects represent the best in collaboration, information, and data management.

Typical legal activities:

1. General governance, board meetings, minutes and agendas.

- 2. Issues related to procurement and contracting for construction, supplies, equipment, and services.
- 3. Brown Act: Responding to Brown Act questions related to public meetings including agenda content, posting of agenda, special meetings, etc., and serve as agency counsel during public meetings and public hearings.
- 4. Advise the Boards, management, and staff on matters of law. Be available to management and staff for in-person meetings and by phone, Zoom, Teams, and email.
- 5. Public records requests. Advising staff on response requirements.
- 6. Public Works Bidding and Contracts. Ensuring bid documents, bid notice publications, bid process, and contract award are in compliance with requirements.
- 7. Right-of-Way documents. Easements, license agreements, encroachments permits, etc. Responding to questions related to existing documents, protecting the rights conveyed, and assisting staff on access issues. Preparing new documents when required due to relocation of the pipeline, dedication of right of way to another public entity, etc.
- 8. Agreements. Preparing agreements when directed by SAWPA and assist in reviewing existing agreements to ensure compliance, including Joint Powers Agreements.
- 9. Agency Ordinances, Resolutions, Policies and Procedures. Reviewing updates to SAWPA Ordinance No. 8 (Inland Empire Brine Line), Enforcement Response Plan and other industrial pretreatment program documents, resolutions such as the Brine Line rate resolution, policies such as the procurement policy, and other documents that may be required from time to time.
- 10. Industrial Pretreatment Program. Review documents such as the permit application, permit templates for Collection Stations, Liquid Waste Haulers, Industrial Users, Significant Industrial Users, Categorical Industrial Users, and letters to discharge. Assist staff in implementing the program including interpreting the ERP applied to real world situations. Review letters, orders, etc. prepared by staff.
- 11. Human Resources. Prepare an Employee Handbook update for review by SAWPA. Prepare associated documents such as new hire forms, termination forms, etc. Alert SAWPA regarding new laws and provide applicable direction. Assist staff in applying state law and SAWPA policies.
- 12. Construction and Operations Claims. Assist staff in responding to claims received, including but not limited to construction and operational claims. Assist staff in reviewing SAWPA claims submitted to other parties including, but not limited, for damage to Brine Line facilities.
- 13. Review of standard Terms and Conditions and assistance with ensuring compliance for Work Order and Task Orders including prevailing wage and insurance requirements.
- 14. Assist in review of Injury and Illness Prevention Plan and ensure that the program elements are consistent with OSHA requirements.
- 15. Facilitating and overseeing the work of any special counsels.
- 16. Miscellaneous.

### **B. PURPOSE OF REQUEST FOR QUALIFICATIONS**

SAWPA is issuing this Request for Qualifications (RFQ) to select a qualified firm to provide the requested legal services which from time to time are required. Quality of documents prepared and legal advice, as

well as efficiency of delivery are paramount. Services provided by a single firm is preferred but not required.

The General Counsel will report to SAWPA Board of Commissioners. Efforts will include interactions with, but not limited to, SAWPA Commissioners, SAWPA General Manager, staff, member agencies, stakeholders, and funding agencies. Work will be directed by the SAWPA General Manager.

### C. HOW THE SELECTED CONSULTANT WILL BE UTILIZED

The selected firm shall execute a General Services Agreement. A Task Order will be executed for each Fiscal Year at a minimum. Work shall be performed on an hourly basis. Special tasks will require an estimate of the hours and budget required to complete when requested by SAWPA. Selected firm(s) will perform the services stated herein in accordance with the highest legal, ethical, and professional standards.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should you or your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on **Exhibit E** and submitted at the time of qualification submittals. No additional terms and conditions will be accepted following receipt of qualification submittals, and SAWPA will consider such additional contractual terms and conditions as part of its evaluation process.

### **C. PROJECT SPECIFIC DATES**

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

Description	Date
Release of RFQ	March 5, 2025
Deadline for Written Questions Regarding RFQ	March 19, 2025
Responses to Written Questions Regarding RFQ	March 25, 2025
Qualification Submittal Due Date 5:00 p.m.	April 17, 2025
Qualification Submittal Review and Short List	April 23, 2025
Interviews (if required)	TBD
Selection Recommendation to Commission,	May 6, 2025
Possible Agreement Approval	
Finalize Agreement, Start Work	June 1, 2025

### **D. SELECTION CRITERIA**

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

- 1. Qualifications and Experience (Firm and Personnel) Consultant and consultant's primary representative(s) shall have a minimum of five (5) years demonstrated experience, by the references provided in **Exhibit A**, and resumes of key people to address experience and qualifications, educational background, and skills.
- 2. References
- 3. Local Office
- 4. Price & Payment Terms Exhibit C
- 5. Exceptions Taken to RFQ Exhibit E

6. Quality of Qualification Submittal (Firm provided all information requested in the qualification submittal, qualification submittal is well-organized and clear).

## **E. EVALUATION AND SELECTION PROCESS**

- 1. <u>Submittal Review</u>: SAWPA will review and evaluate each submittal to determine if it meets the requirements for the service defined herein. Consultant shall identify any services it will not perform. Failure to meet the requirements will be cause for eliminating the applicant from further consideration.
- 2. <u>Selection</u>: Based on the SAWPA's evaluation, the firms will be ranked. It is anticipated that a contract will be awarded with the highest-ranking firm(s) being selected. However, SAWPA reserves the right to consider the overall distribution of contracts and may award agreements as it deems necessary, regardless of the assigned rank.
- 3. <u>Project /Task Assignment</u>: Recurring tasks: consultant will be requested in writing to perform certain activities on a recurring basis. Work will be performed by the consultant on an hourly basis. Non-recurring Tasks: As project or task assignments arise, SAWPA will issue a written request for a Scope of Work, Budget and Schedule to the consultant. A separate Task Order will be issued documenting the work to be completed, the negotiated fee and completion date.

## Section II – SUBMITTAL REQUIREMENTS

- A. The submittal must emphasize responding to the requirements set forth herein. Firms must demonstrate their capabilities, background, and expertise, in order for SAWPA to effectively evaluate the submittals, and select the firm(s) that provide the best value to SAWPA based on the selection criteria in Section 1. The Qualification Submittal should include, at a minimum, the following information:
  - 1. Cover Letter
  - 2. Executive Summary –including a brief summary of the firm's origin, background, and size of the company, an organizational chart, the overall capabilities of the organization, appropriate licenses and certifications (if applicable), and proximity of company's resources to SAWPA's offices and facilities. Further, describe any services requested by the RFQ which will not be performed.
  - 3. Statement of Qualifications
    - a. Qualifications and Experience (Firm and Personnel) a description of the firm's expertise related to services requested and a full discussion of the firm's recent experience directly related to providing legal services for a public agency. Include resume(s) of key staff to address experience and qualifications, educational background, and skills.
      - i. Must have at least five years of experience in legal services related to public Agencies and to the water industry.
      - ii. Have represented the interests and needs of California agencies and direct experience working on California resources (such as potable water supply, recycled water, wastewater, environmental, etc.) and special district issues.
      - iii. Be willing to provide a client list to demonstrate that no other clients could negatively impact SAWPA.
    - b. Conflicts of Interest. Identify and disclose any business relationship(s), direct or indirect, past, present, or pending, with any associated entity in SAWPA's service area, or any such entity which has engaged in past or present litigation against SAWPA.
    - c. References (**Exhibit A**) list three (3) former municipal (preferred) or private clients for whom comparable services have been performed within the last five years. Include the name, mailing address, telephone number and e-mail address of each client's principal representative.
    - d. List of Subcontractors (**Exhibit B**) a description of any subcontract arrangements that would be utilized for this discipline of work. Include a full description of the subcontractor's experience and personnel.
    - e. Fee Schedule (**Exhibit C**) a schedule of hourly rates; rates for all sub-consultants and percentage markup of reimbursable expenses, if any shall be included. The rates shall be valid for the term of the contract. Note SAWPA will not pay for travel time.
  - 4. Consultant Business Information (Exhibit D)
  - 5. Additions, Deletions and/or Exceptions (**Exhibit E**) compliance with SAWPA's contractual terms and/or RFQ requirements. The firm shall note any additions, deletions and/or exceptions to the contractual terms and/or SOQ requirements. If there are no exceptions taken, note in writing that there are none.

- B. SAWPA reserves the right to withhold award of contract for a period of one hundred and twenty (120) days following RFQ opening. All submittals received are considered firm for that 120-day period.
- C. A General Services Agreement (GSA) (Attachment A) incorporating the terms and conditions contained herein will be sent to the successful firm(s). Any additional terms and conditions requested by firm must be submitted at the time of your response as part of Exhibit E (Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.
- D. SAWPA may make such investigations as it deems necessary to determine the ability of the firm to provide the goods and/or service as specified, and the firm shall furnish to SAWPA, as is commercially reasonable, all such information and data for this purpose. SAWPA may discuss or negotiate with one or more firms prior to award and reserves the right to reject any submittal.
- E. Any questions as to the meaning of the scope of work and/or technical specifications or other pre-qualifications submittal documents must be submitted in writing and shall be directed to Karen Williams, SAWPA's Deputy General Manager, at (951) 354-4231 or <u>kwilliams@sawpa.gov</u> by the deadline provided in Section C. All addenda so issued shall become part of the contract documents. Under no circumstances may the firm contact any other department for clarification or interpretation of any requirements herein.
- F. SAWPA reserves the right to reject any or all qualification submittals, either separately or as a whole and to waive any informality in a qualification submittal or to accept any qualification submittal presented which it deems best suited to the interest of SAWPA, and is not to be bound to accept the lowest price.
- G. The cost for developing the qualifications submittal is the sole responsibility of the firm. All submittals shall become the property of SAWPA.
- H. Be advised that all information contained in qualification submittal in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

# Section III – SCOPE OF WORK

## Legal Services

## A. OBJECTIVE

SAWPA is seeking a consultant to provide a variety of legal services.

### FOCUS

Delivery of high-quality legal support in an efficient manner.

### B. EXAMPLE TASKS

The following tasks are examples of the kinds of tasks that may be assigned.

**Recurring** 

- 1. Respond to Brown Act questions related to public meetings including agenda content, posting of agenda, special meetings, etc., and serve as agency counsel during public meetings and public hearings.
- 2. Attend Commission meetings Project Agreement meetings.
- 3. Public records requests.

<u>Non-Recurring</u>. Prior to beginning work scope/expected results, level of effort and schedule to be discussed and documented.

- 1. Brown Act: review agency procedures for posting agendas for regular, special and emergency meetings.
- 2. Public records. Review records retention policy.
- 3. Review SAWPA policies.
- 3. Public Works Bidding and Contracts. Review contract templates and Division 00 (Construction Specifications Institute, typical front end) documents.
- 4. Right-of-Way documents. Assist staff when site access is restricted inconsistent with established easements, issues with encroachment permits such as prior rights determination, etc. Prepare the legal documents required for new easements for pipe realignments, and for license agreement changes.
- 5. Agreements. Prepare or review agreements such as grant agreements, project agreements, Brine Line agreements, etc.
- 6. Agency Ordinances, Resolutions, Policies and Procedures. Review new documents prepared by SAWPA staff.
- 7. Industrial Pretreatment Program. Review existing Ordinance No. 8, Enforcement Response Plan, Policies and Procedures Manual, discharge permit templates, draft discharge permits, and other draft documents.
- 8. Review of Employee Handbook updates. Prepare associated documents such as new hire forms, termination forms, etc. Alert SAWPA regarding new laws and provide applicable direction. Assist staff in applying state law and SAWPA policies.

- 9. Claims. Assist staff in responding to claims received, including but not limited to construction and operational claims. Assist staff in reviewing SAWPA claims submitted to other parties including, but not limited, for damage to Brine Line facilities
- 10. Work Orders, Task Orders. Review standard Terms and Conditions.
- 11. Injury and Illness Prevention Plan. Review for compliance with state laws and regulations.
- 12. Facilitate and oversee the work of special counsels.
- 13. Miscellaneous.

# EXHIBIT A

## **REFERENCES**

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

REFERENCE #1			
NAME OF FIRM			
ADDRESS			
CITY, STATE, ZIP CODE			
TELEPHONE #	( )		
E-MAIL ADDRESS			
CONTACT			
PROJECT NAME			
COMPLETION DATE			
APPROX. COST			
	REFERENCE #2		
NAME OF FIRM			
ADDRESS			
CITY, STATE, ZIP CODE			
TELEPHONE #	( )		
E-MAIL ADDRESS			
CONTACT			
PROJECT NAME			
COMPLETION DATE			
APPROX. COST			
REFERENCE #3			
NAME OF FIRM			
ADDRESS			
CITY, STATE, ZIP CODE			
TELEPHONE #	( )		
E-MAIL ADDRESS			
CONTACT			
PROJECT NAME			
COMPLETION DATE			
APPROX. COST			

EXHIBIT B LIST OF SUBCONTRACTORS			
NAME UNDER WHICH SUBCONTRACT IS LICENSED	LICENSE NUMBER	ADDRESS AND PHONE NUMBER OF OFFICE, MILL OR SHOP	SPECIFIC DESCRIPTION SUBCONTRACT

EXHIBIT C SANTA ANA WATERSHED PROJECT AUTHORITY <u>PRICE FORM</u>			
Item	Title (Description)	Hourly Rates	
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

The Project shall begin \_\_\_\_\_ days after receipt of order or notice to proceed.

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

SAWPA encourages a discount for early payment and will include such offers in the evaluation criteria. If a discount is offered, terms are: \_\_\_\_% discount if paid in full within\_\_\_\_days.

### **PROPOSERS:**

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

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

## **EXHIBIT D**

## **PROPOSER'S BUSINESS INFORMATION**

All proposers shall submit the information as requested below. 1. Length of time your firm has been in business: 2. Length of time at current location: 3. List types and business license number(s): \_\_\_\_\_ 4. California State Contractor's License number: 5. Names and titles of all officers of the firm: \_\_\_\_\_\_ 6. Is your firm a sole proprietorship doing business under a different name? YES or NO 7. If yes, please indicate sole proprietorship name and the name you are doing business under: 8. Please indicate your Federal Tax Number: 9. Is your firm incorporated? YES or NO 10. Name and remittance address that will appear on invoices: 11. Physical Address: \_\_\_\_\_\_

# EXHIBIT E

### **ADDITIONS, DELETIONS AND/OR EXCEPTIONS**

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

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



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# **RFQ** for Legal Services

Jeff Mosher, General Manager



# Recommendation

It is recommended that the Commission authorize the General Manager to release a Request for Qualifications (RFQ) for Legal Services.

### Discussion

• The Commission directed staff to develop an RFQ for legal services.

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### Discussion

- The selected firm shall execute a General Services Agreement
- A Task Order will be executed for each Fiscal Year at a minimum
- Work shall be performed on an hourly basis
- Special tasks will require an estimate of the hours and budget required to complete when requested by SAWPA
- The selected firm will perform the services in accordance with the highest legal, ethical, and professional standards

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# **Typical Services**

- General governance, board meetings, minutes and agendas
- Issues related to procurement and contracting
- **Brown Act questions**
- Advise the Boards, management, and staff on matters of law
- Public records requests
- Public Works Bidding and Contracts
- Right-of-Way documents
- Agreements
- Agency Ordinances, Resolutions, Policies and Procedures
- **Industrial Pretreatment Program**
- Human Resources
- **Construction and Operations Claims**
- Review of standard Terms and Conditions and assistance with ensuring compliance for Work **Orders and Task Orders**

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### Schedule

- Release of RFQ
- Deadline for Written Questions Regarding RFQ
- Responses to Written Questions Regarding RFQ
- Qualification Submittal Due Date 5:00 p.m.
- Qualification Submittal Review and Short List
- Interviews (if required)
- Selection Recommendation to Commission
- Finalize Agreement, Start Work

March 5, 2025 March 19, 2025 March 25, 2025 April 17, 2025 April 23, 2025 TBD May 6, 2025 June 1, 2025

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### **Resource Impacts**

- Use of Fee Schedule: A schedule of hourly rates
- The FYE 2025, FYE 2026, and FYE 2027 budgets include or will include line items for consultant legal services

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### Recommendation

It is recommended that the Commission authorize the General Manager to release a Request for Qualifications (RFQ) for Legal Services.

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# Questions?

Jeff Mosher Santa Ana Watershed Project Authority Office (951) 354-4240 jmosher@sawpa.gov sawpa.gov







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### COMMISSION MEMORANDUM NO. 2025.20

DATE:	March 4, 2025
то:	SAWPA Commission
SUBJECT:	FYE 2026 and 2027 OWOW and Roundtables Fund Draft Budgets
PREPARED BY:	Karen Williams, DGM/CFO

### RECOMMENDATION

Receive and file.

### DISCUSSION

On January 21, 2025, staff presented the FYE 2026 and 2027 Goals and Objectives to the Commission for their review. On February 6, 2025, the first draft FYE 2026 and 2027 Budget was presented to member agencies' financial staff at the Budget Workshop. As per the Budget Schedule, the Budget will be presented to the Commission in three meetings. The OWOW and Roundtables Fund Budgets will be presented today, and the Brine Line Budget will be presented to the PA 24 Committee today as well. On March 18, 2025, the General Fund will be presented, and the combined Comprehensive Budget will be presented on April 1, 2025. The Commission will be presented with the Comprehensive Budget for approval on May 6, 2025.

As in the past, the FYE 2026 and 2027 is a two-year budget and is being prepared in accordance with the Government Finance Officers Association's (GFOA) recommended guidelines and practices. SAWPA has received the GFOA Distinguished Budget Presentation Award for the last eight biennial budgets. Staff will submit the FYE 2026 and 2027 Budget for this award program after final adoption.

The following documents are attached for your review and will be discussed in detail at the Budget Workshop (Attachment No. 1):

- OWOW Fund FYE 2026 and 2027
- Roundtables Fund Budget FYE 2026 and 2027
- Member Agency Contribution Schedule

### **RESOURCE IMPACTS**

Member Agency Contributions will be \$454,680 per Member Agency for FYE 2026 and will be \$484,247 per Member Agency for FYE 2027. Contributions include the three special projects, the ICARP grant, PFAS Study and Cloud Seeding. Contributions have increased by 0.53% from FYE 2025 contributions for FYE 2026 and by 6.5% for FYE 2027.

Attachments:

- 1. PowerPoint Presentation
- 2. Budget Documents:
  - OWOW Funds Budget FYE 2026 and 2027
  - Roundtables Funds Budget FYE 2026 and 2027
  - Member Agency Contribution Schedule

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# FYE 2026 and 2027 OWOW and Roundtable Funds Draft Budget

## Agenda

- OWOW Fund Budget
- Roundtable Fund Budget
- Labor Distribution & Indirect Cost Allocation Rate
- Member Agency Contributions





# **Budget Highlights**

### **Grants Ending in FYE 2026**

- Fund 145 Prop 84 Final Round Program Management  $\checkmark$
- Fund 504-04 Prop 84 Final (SARCCUP)
- Fund 397 WECAN City of Riverside
- Fund 398 Drought Relief Grant DACI
- **Grants Ending in FYE 2027** 
  - Fund 150 Prop 1 Round 1 Program Management  $\checkmark$
  - Fund 505 Prop 1 Round 1 Watershed-Wide Water Budget Decision Support Tool

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# **Budget Highlights**

- **New Projects** 
  - Fund 376 Integrated Climate Adaptation & Resilience Program (ICARP)  $\checkmark$

4 | sawpa.org 122

## **OWOW Fund Budget**



Moving forward together

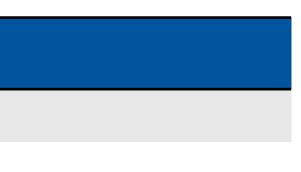
Santa Ana River Watershed





## **OWOW Fund**

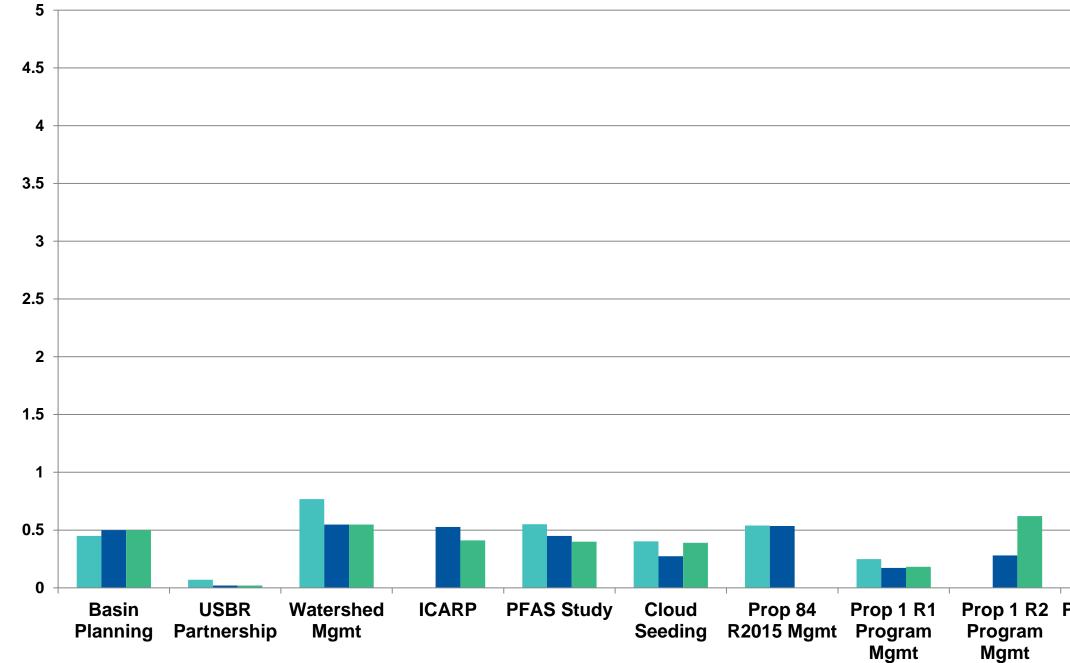
Fund Number	Fund Title
370-01	Basin Planning General
370-02	USBR Partnership Studies
373	Watershed Management - OWOW
376	ICARP
377	PFAS Study
378	Cloud Seeding
145	Prop 84 – Program Management (Final F
150	Prop 1 R1 – Program Management
155	Prop 1 R2 – Program Management
397	WECAN – City of Riverside
398	Drought Relief Grant – DACI
504-04	Prop 84 – Final Round (SARCCUP)
505	Prop 1 – Capital Projects



### Round)

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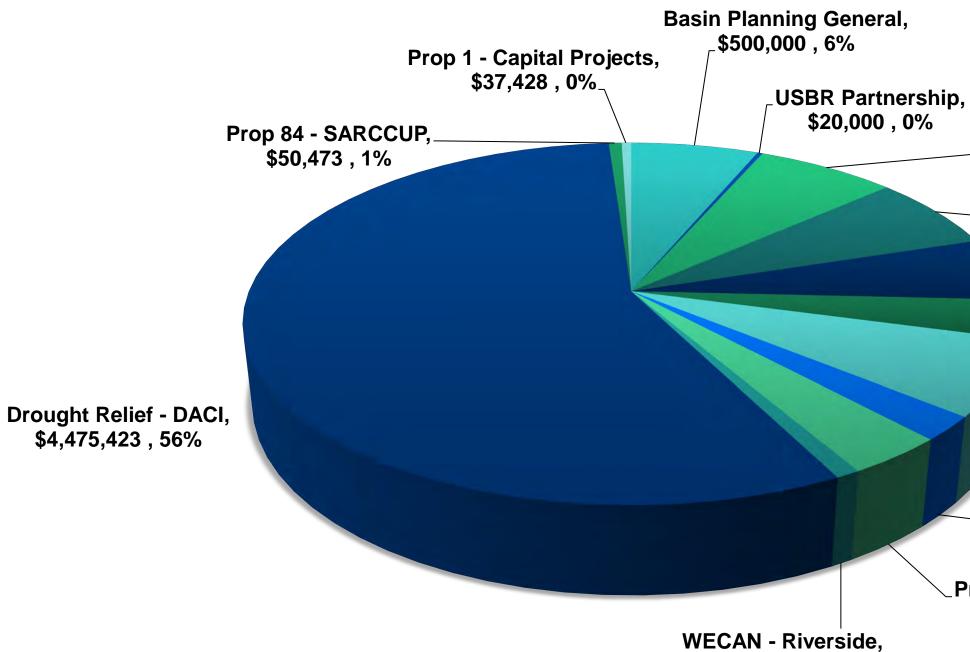
### **OWOW Fund - Revenues**



Millions

				 2025
				 2026
				2027
			_	
1 I irar	WECAN - Riverside	Prop SARC(	Prop 1 Capital Projects	

### FYE 2026 – Revenues \$7,937,772



\$68,546,1%

Watershed Mgmt -OWOW, \$547,300,7%

ICARP, \$527,229,7%

PFAS Study, \$450,000, 6%

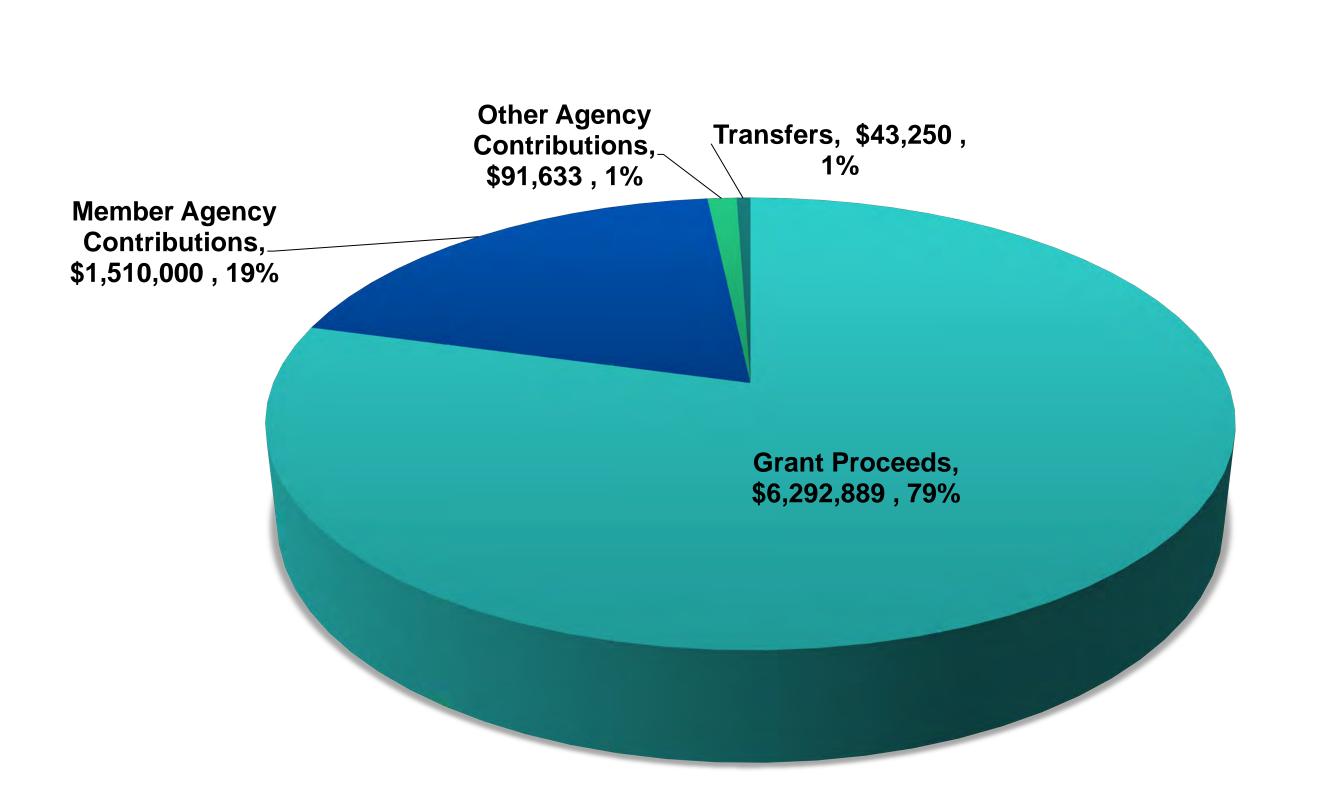
Cloud Seeding, \$273,372, 3%

> Prop 84 Program Mgmt, \$534,786,7%

Prop 1 R1 Program Mgmt, \$172,540,2%

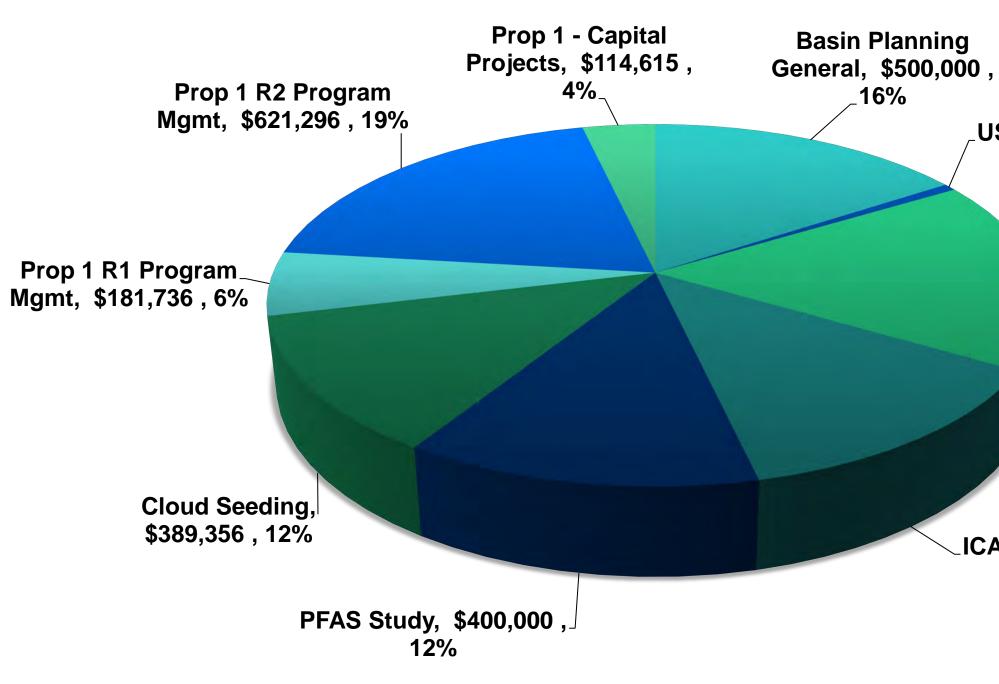
Prop 1 R2 Program Mgmt, \$280,675,4%

### FYE 2026 – Revenues \$7,937,772



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### FYE 2027 – Revenues \$3,185,193

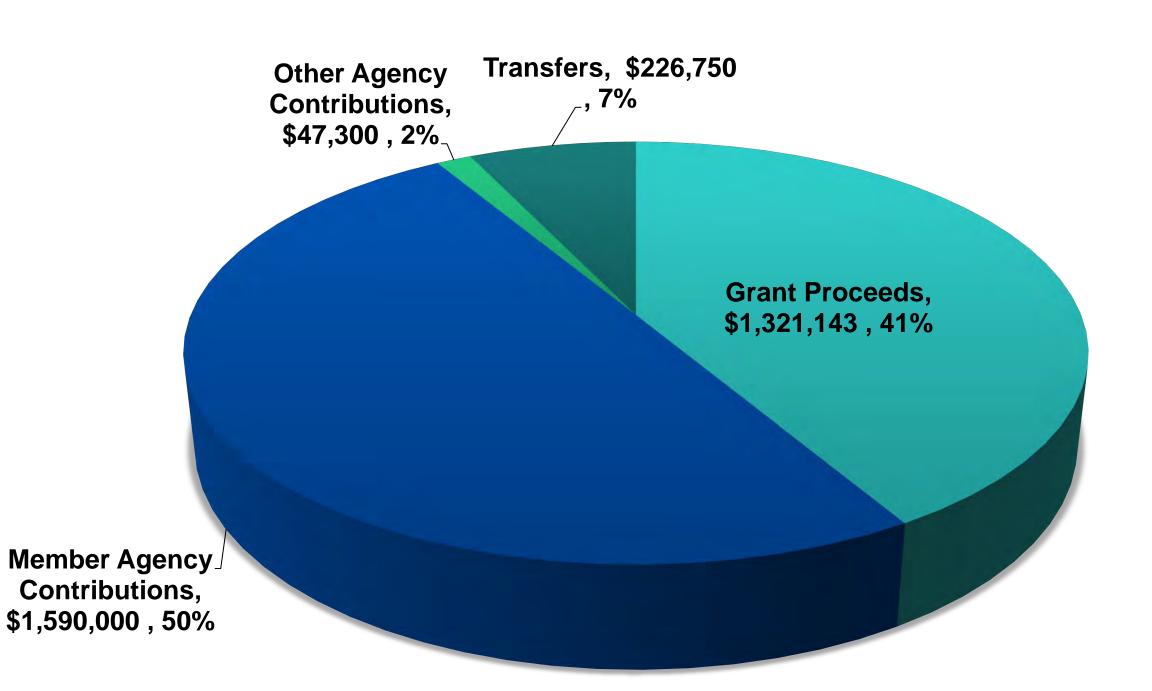


USBR Partnership, \$20,000,1%

> Watershed Mgmt -OWOW, \$547,300, 17%

ICARP, \$410,890,13%

### FYE 2027 – Revenues \$3,185,193



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## **Grant Proceeds**

Fund	FYE 2025	FYE 2026	FYE 2027
Basin Planning General	\$50,000	\$0	\$0
USBR Partnership Studies	50,000	0	0
Watershed Management – OWOW	300,000	0	0
ICARP	0	443,979	184,140
Cloud Seeding	233,000	262,372	219,356
Prop 84 – Program Management	539,891	534,786	0
Prop 1 R1 – Program Management	248,591	172,540	181,736
Prop 1 R2 – Program Management	0	280,675	621,296
Drought Relief Grant – DACI	471,465	4,475,423	0
WECAN – Riverside	132,740	35,213	0
Prop 84 – SARCCUP	47,907	50,473	0
Prop 1 – Capital Projects	36,178	37,428	114,615
Total	\$2,109,772	\$6,292,889	\$1,321,143

<sup>12 |</sup> sawpa.org

# Member Agency Contributions

Fund	FYE 2025	FYE 2026	FYE 2027
Basin Planning General	\$400,000	\$500,000	\$500,000
USBR Partnership Studies	20,000	20,000	20,000
Watershed Management – OWOW	400,000	500,000	500,000
ICARP	0	40,000	0
PFAS Study	550,000	450,000	400,000
Cloud Seeding	158,500	0	170,000
Total	\$1,528,500	\$1,510,000	\$1,590,000

# Other Agency Contributions

Fund	FYE 2025	FYE 2026	FYE 2027
Watershed Management – OWOW	\$67,900	\$47,300	\$47,300
Cloud Seeding	11,000	11,000	0
WECAN – Riverside	16,187	33,333	0
Total	\$95,087	\$91,633	\$47,300

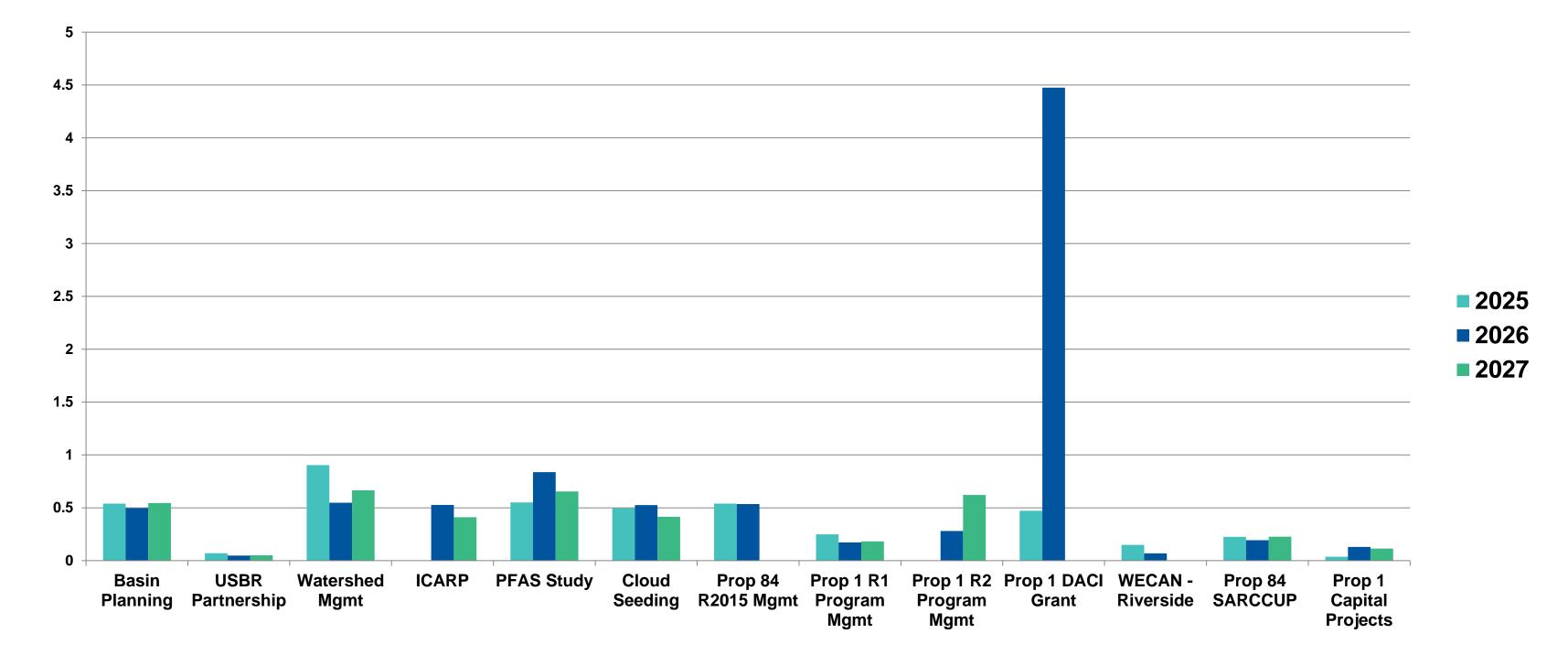
## **Other Income - Transfers**

Fund	FYE 2025	FYE 2026	FYE 2027
ICARP	0	\$43,250	\$226,750
Total	\$0	\$43,250	\$226,750

# Prop 1 and 84 Projects - Passthrough

Fund	FYE 2025	FYE 2026	FYE 2027
Prop 84 – Final Round (SARCCUP)	\$10,029,070	\$9,000,000	\$0
Prop 1 R1 - Capital Projects	2,550,000	2,543,088	1,500,000
Prop 1 R2 – Capital Projects	2,684,425	9,300,000	5,800,000
Total	\$15,263,495	\$20,843,088	\$7,300,000

### **OWOW Fund - Expenses**



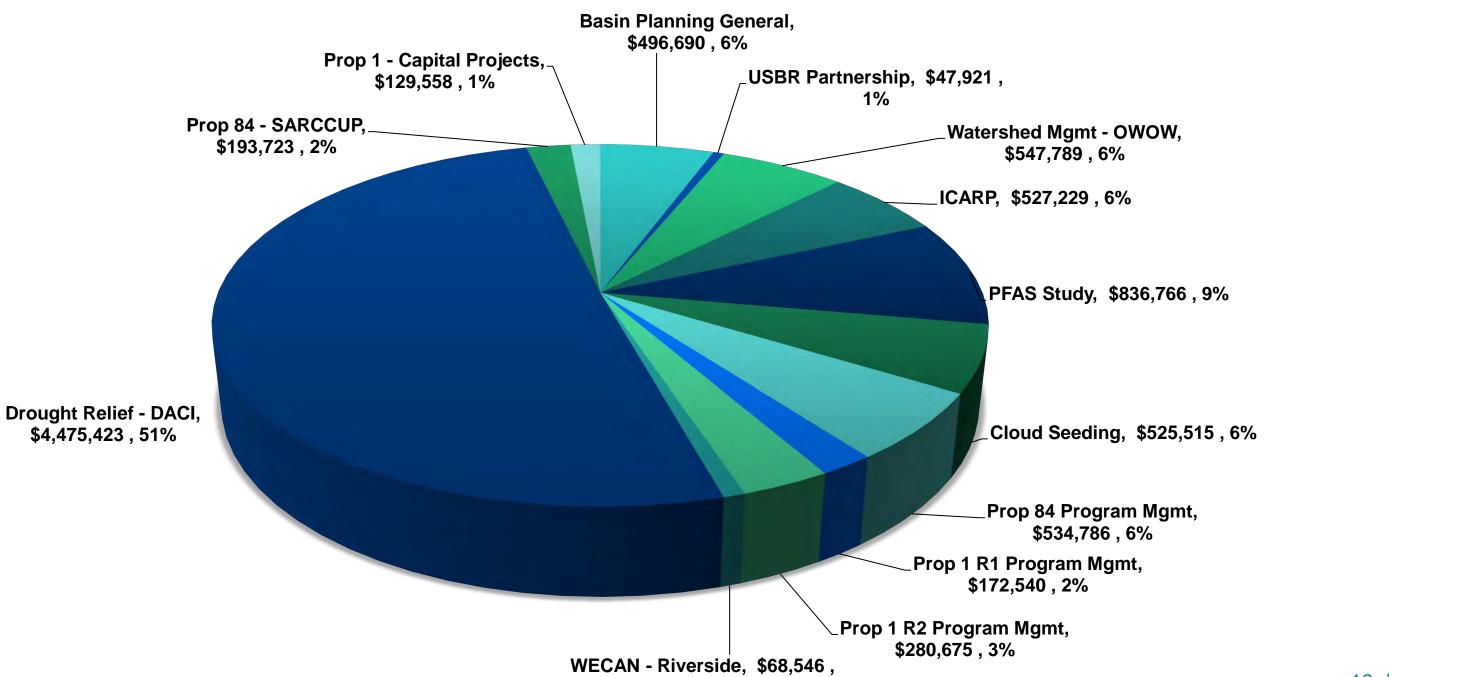
Millions

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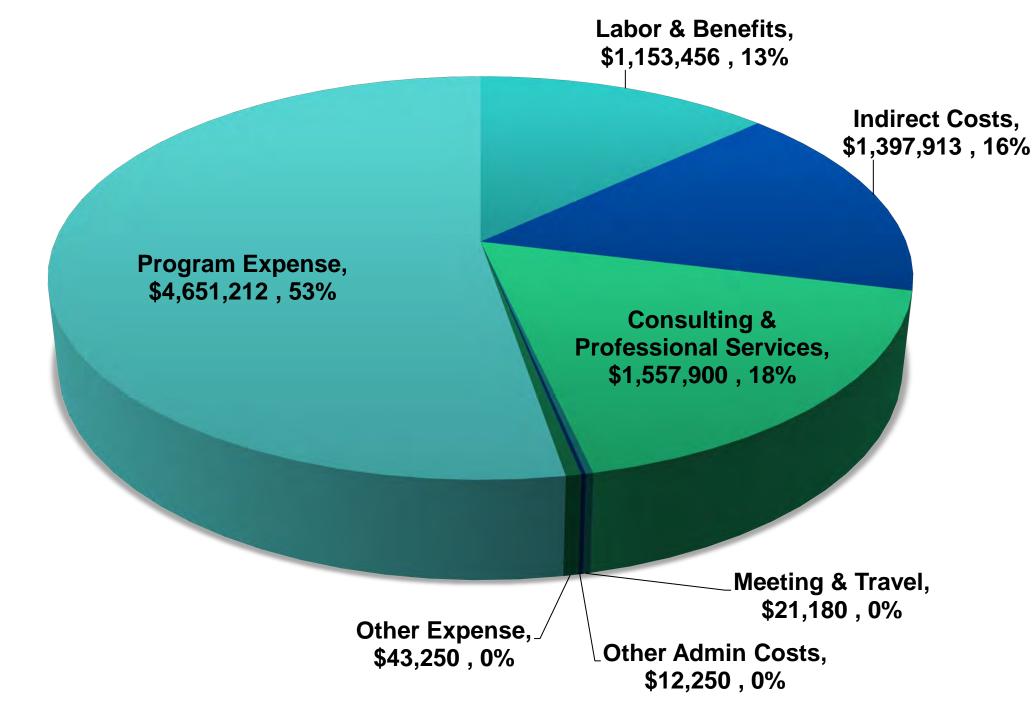
# **OWOW Fund - Expenses**

Expense	FYE 2025	FYE 2026	FYE 2027
Basin Planning	\$539,791	\$496,690	\$544,963
USBR Partnership	69,471	47,921	51,121
Watershed Mgmt (OWOW)	904,428	547,789	665,081
ICARP	0	527,229	410,890
PFAS Study	550,459	836,766	654,305
Cloud Seeding	494,707	525,515	414,201
Prop 84 R2015 Mgmt	539,894	534,786	0
Prop 1 R1 Program Mgmt	248,593	172,540	181,736
Prop 1 R2 Program Mgmt	0	280,675	621,296
Prop 1 DACI Grant	471,466	4,475,423	0
WECAN – Riverside	148,933	68,546	0
Prop 84 SARCCUP	225,399	193,723	226,750
Prop 1 Capital Projects	36,178	129,558	114,615
Total	\$4,229,319	\$8,837,161	\$3,884,958

## FYE 2026 – Expenses \$8,837,161

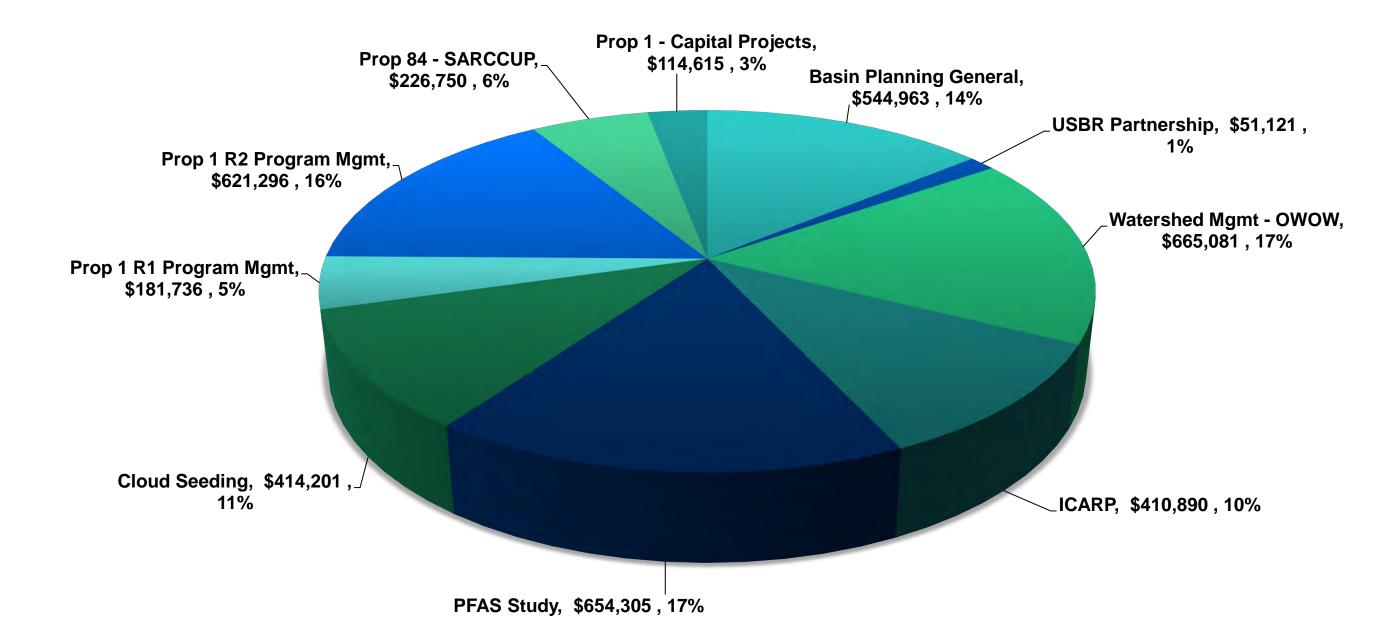


## FYE 2026 – Expenses \$8,837,161



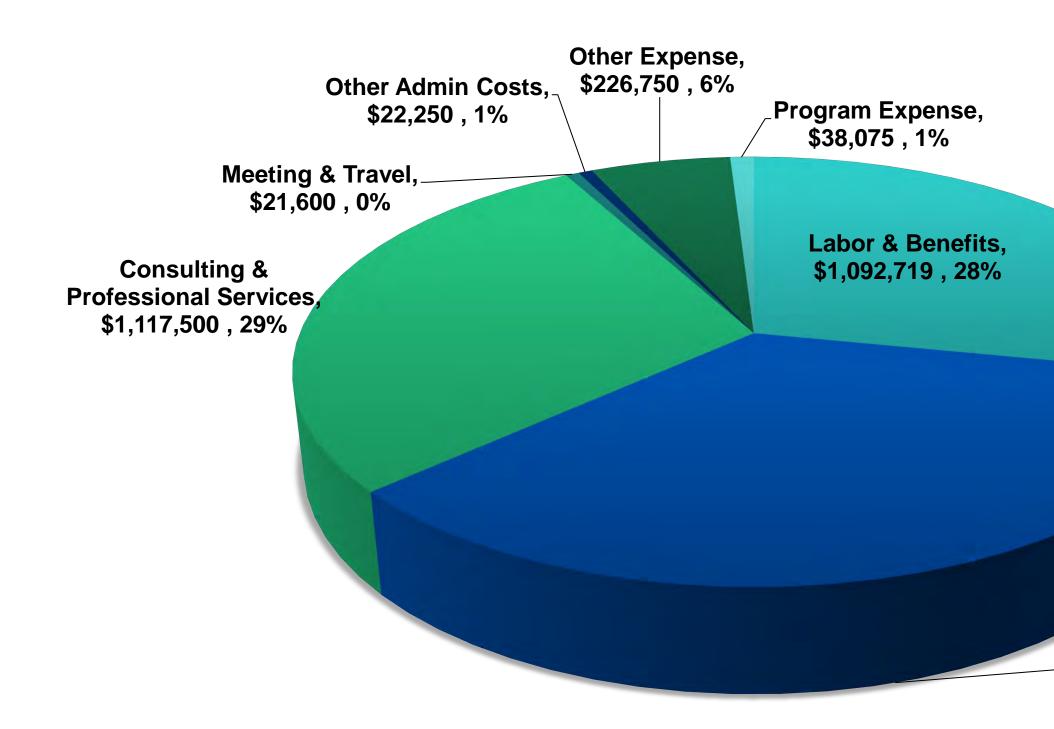
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### FYE 2027 – Expenses \$3,884,958



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## FYE 2027 – Expenses \$3,884,958



Indirect Costs, \_\$1,366,064 , 35%

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### Fund Balance 2026

Fund	Projected Fund Balance 06/30/2025	Revenues
Basin Planning General	\$41,653	\$500,000
USBR Partnership Studies	59,277	20,000
Watershed Mgmt - OWOW	118,270	547,300
ICARP	0	527,229
PFAS Study	641,071	450,000
Cloud Seeding	276,988	273,372
Prop 84 – Program Mgmt	0	534,786
Prop 1 R1 – Program Mgmt	0	172,540
Prop 1 R2 – Program Mgmt	0	280,675
Drought Relief – DACI	0	4,475,423
WECAN - Riverside	0	68,546
Prop 84 – SARCCUP	720,865	50,473
Prop 1 – Capital Projects	92,130	37,428
Total	\$1,950,254	\$7,937,772

Expenses	Fund Balance 06/30/2026
\$496,690	\$44,963
47,921	31,356
547,789	117,781
527,229	0
836,766	254,305
525,515	24,845
534,786	0
172,540	0
280,675	0
4,475,423	0
68,546	0
193,723	577,615
129,558	0
\$8,837,161	\$1,050,865

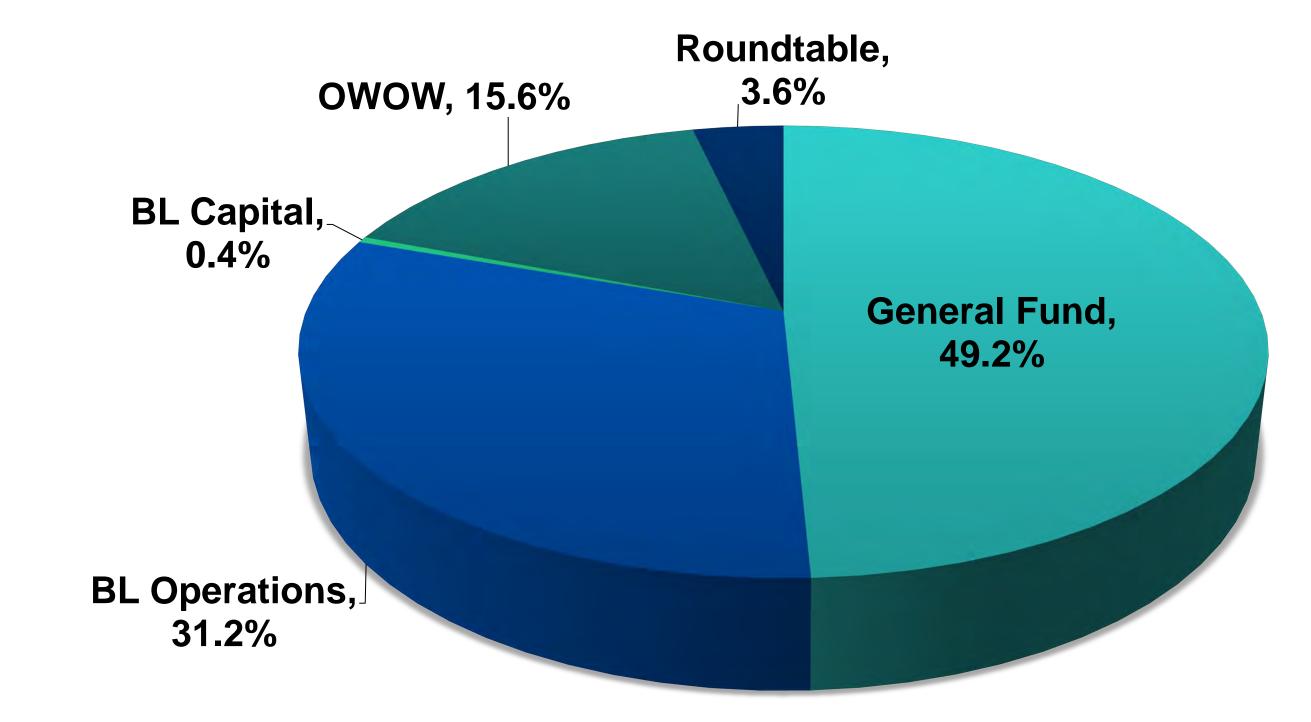
### 23 | sawpa.org

## Fund Balance 2027

Fund	Projected Fund Balance 06/30/2026	Revenues
Basin Planning General	\$44,963	\$500,000
USBR Partnership Studies	31,356	20,000
Watershed Mgmt - OWOW	117,781	547,300
ICARP	0	410,890
PFAS Study	254,305	400,000
Cloud Seeding	24,845	389,356
Prop 84 – Program Mgmt	0	0
Prop 1 R1 – Program Mgmt	0	181,736
Prop 1 R2 – Program Mgmt	0	621,296
Drought Relief – DACI	0	0
WECAN - Riverside	0	0
Prop 84 – SARCCUP	577,615	0
Prop 1 – Capital Projects	0	114,615
Total	\$1,050,865	\$3,185,193

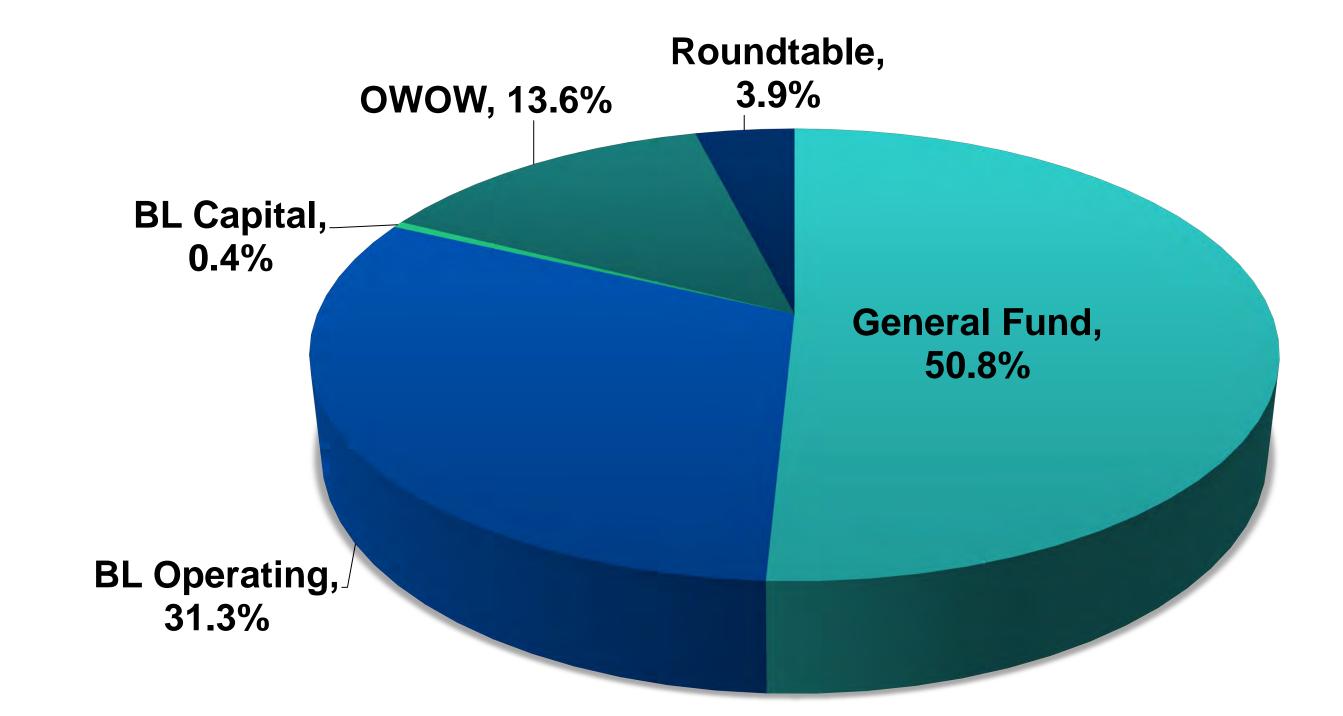
Expenses	Fund Balance 06/30/2027
\$544,963	\$0
51,121	235
665,081	0
410,890	0
654,305	0
414,201	0
0	0
181,736	0
621,296	0
0	0
0	0
226,750	350,865
114,615	0
\$3,884,958	\$351,100

### Labor Distribution Hours 2026



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### Labor Distribution Hours 2027



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## Labor Hours Distribution - OWOW

Fund	FYE 2026
Basin Planning General	1,650
USBR Partnership Studies	105
Watershed Mgmt - OWOW	1,975
ICARP	310
PFAS Study	665
Cloud Seeding	410
Prop 84 – Program Mgmt	1,805
Prop 1 R1 – Program Mgmt	610
Prop 1 R2 – Program Mgmt	955
Drought Relief – DACI	155
WECAN - Riverside	192
Prop 84 – SARCCUP	195
Prop 1 – Capital Projects	375
Total	9,402
Full-time Equivalent (FTE = 2,080 hrs.)	4.5



### **FYE 2027**

1,660
105
2,140
460
665
375
0
625
1,940
0
0
0
305
8,275
4.0

## **Indirect Cost Allocation - OWOW**

Fund	FYE 2026	FYE 2027
Basin Planning General	\$253,237	\$283,606
USBR Partnership Studies	17,188	19,207
Watershed Mgmt - OWOW	264,414	327,729
ICARP	31,781	66,290
PFAS Study	99,043	110,175
Cloud Seeding	62,974	65,893
Prop 84 – Program Mgmt	293,013	0
Prop 1 R1 – Program Mgmt	94,536	100,970
Prop 1 R2 – Program Mgmt	153,784	345,183
Drought Relief – DACI	24,895	0
WECAN - Riverside	21,065	0
Prop 84 – SARCCUP	27,435	0
Prop 1 – Capital Projects	54,548	47,011
Total	\$1,397,913	\$1,366,064
% of Total Indirect Costs	33.44%	30.12%



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### Roundtable Fund Budget





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### Roundtable Fund

Fund Number	Fund Title
374	Basin Monitoring Program Task Forc
381	Santa Ana River Fish Conservation 7
384-01	Middle SAR TMDL Task Force
386	Regional Water Quality Monitoring Ta
387	Arundo Management & Habitat Rest
392	Emerging Constituents Task Force
477	LESJWA Administration

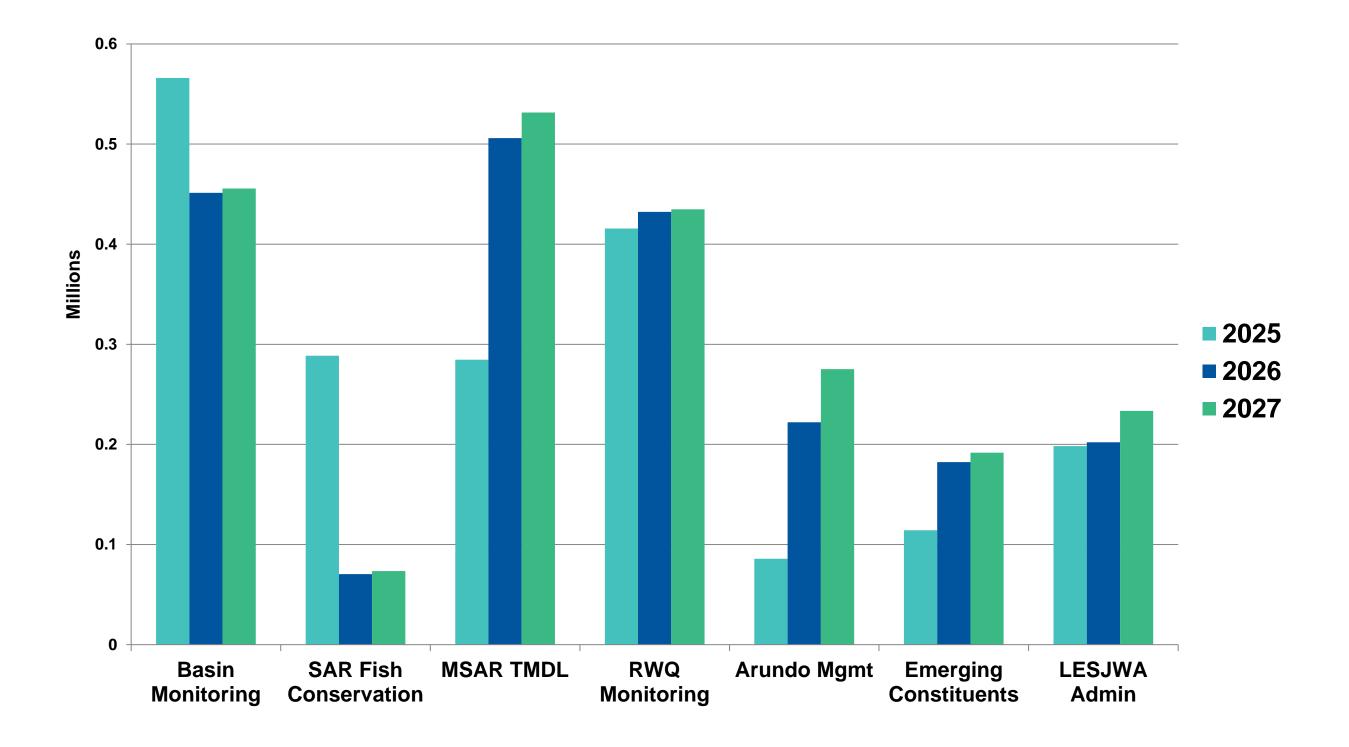
### ce

### TF

### Task Force

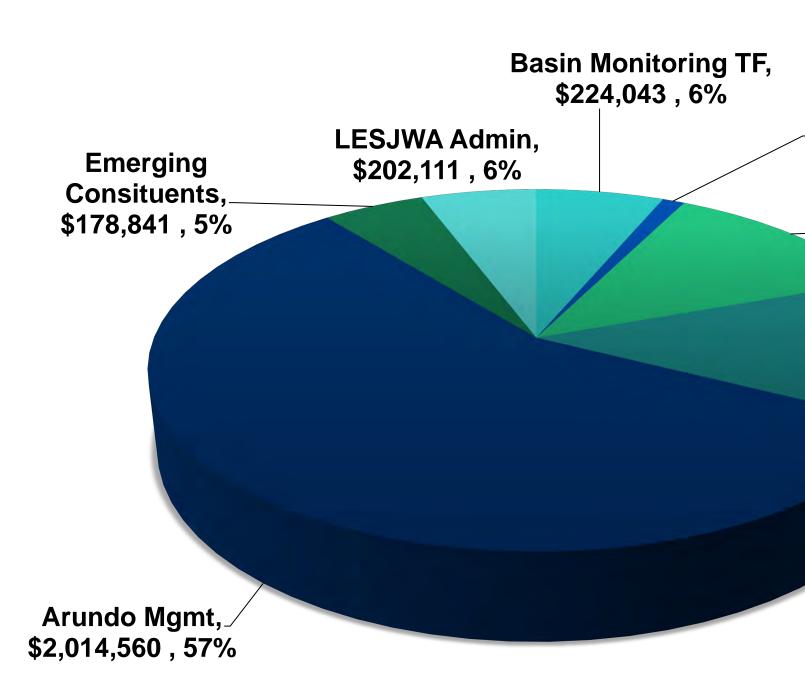
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### **Roundtable Fund - Revenues**



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### FYE 2026 – Revenues \$3,549,089



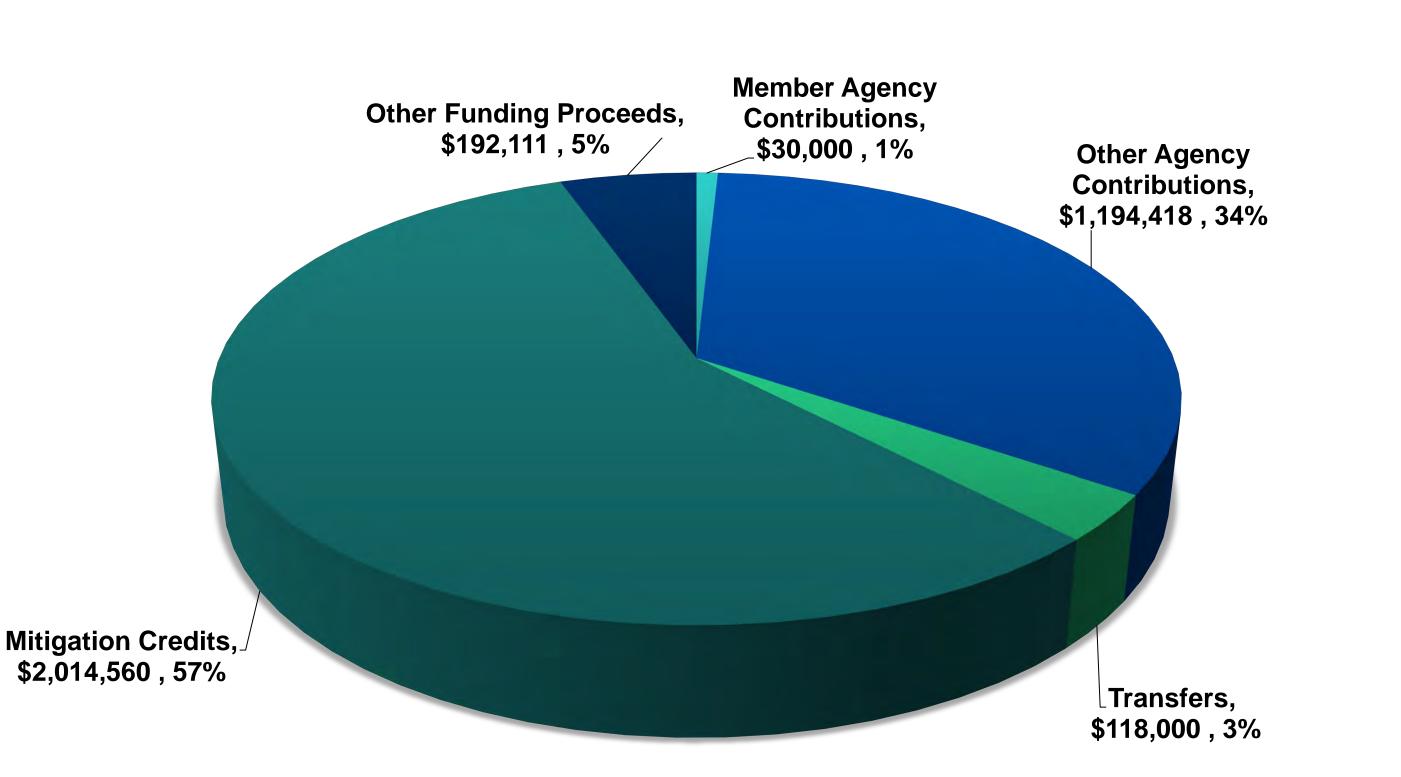
SAR Fish Conservation, \$39,000 , 1%

> \_MSAR TMDL, \$427,200 , 12%

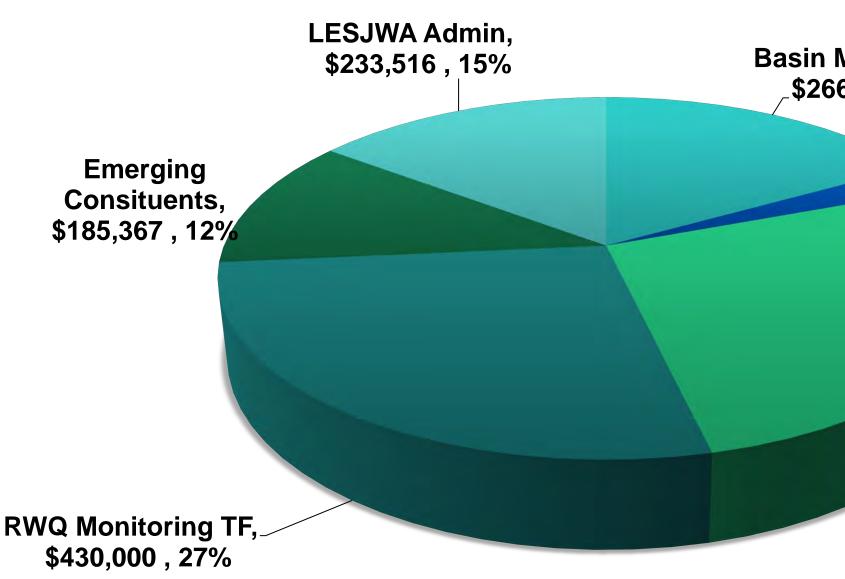
> > RWQ Monitoring TF, \$463,334 , 13%

> > > 32 | sawpa org

### FYE 2026 – Revenues \$3,549,089



### FYE 2027 – Revenues \$1,581,865



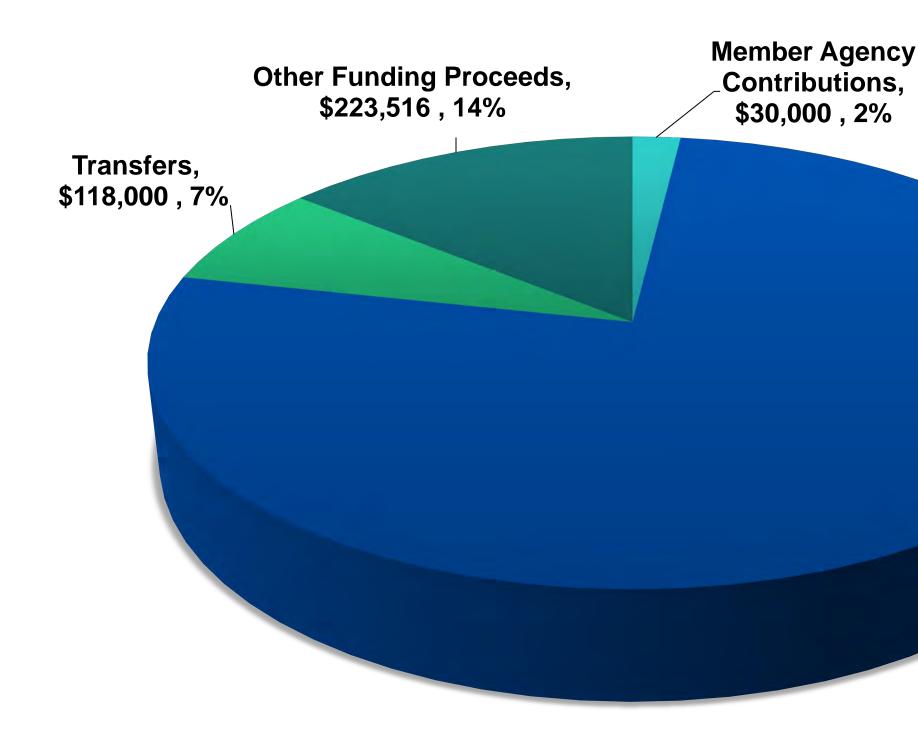
Basin Monitoring TF, \_\$266,282,17%

> SAR Fish Conservation, \$39,000 , 2%

> > \_MSAR TMDL, \$427,700 , 27%

> > > 34 | sawpa org

### FYE 2026 – Revenues \$1,581,865



Other Agency Contributions, \$1,210,349,77%

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# Member Agency Contributions

Fund	FYE 2025	FYE 2026	FYE 2027
SAR Fish Conservation	\$10,000	\$20,000	\$20,000
LESJWA Administration	10,000	10,000	10,000
Total	\$20,000	\$30,000	\$30,000

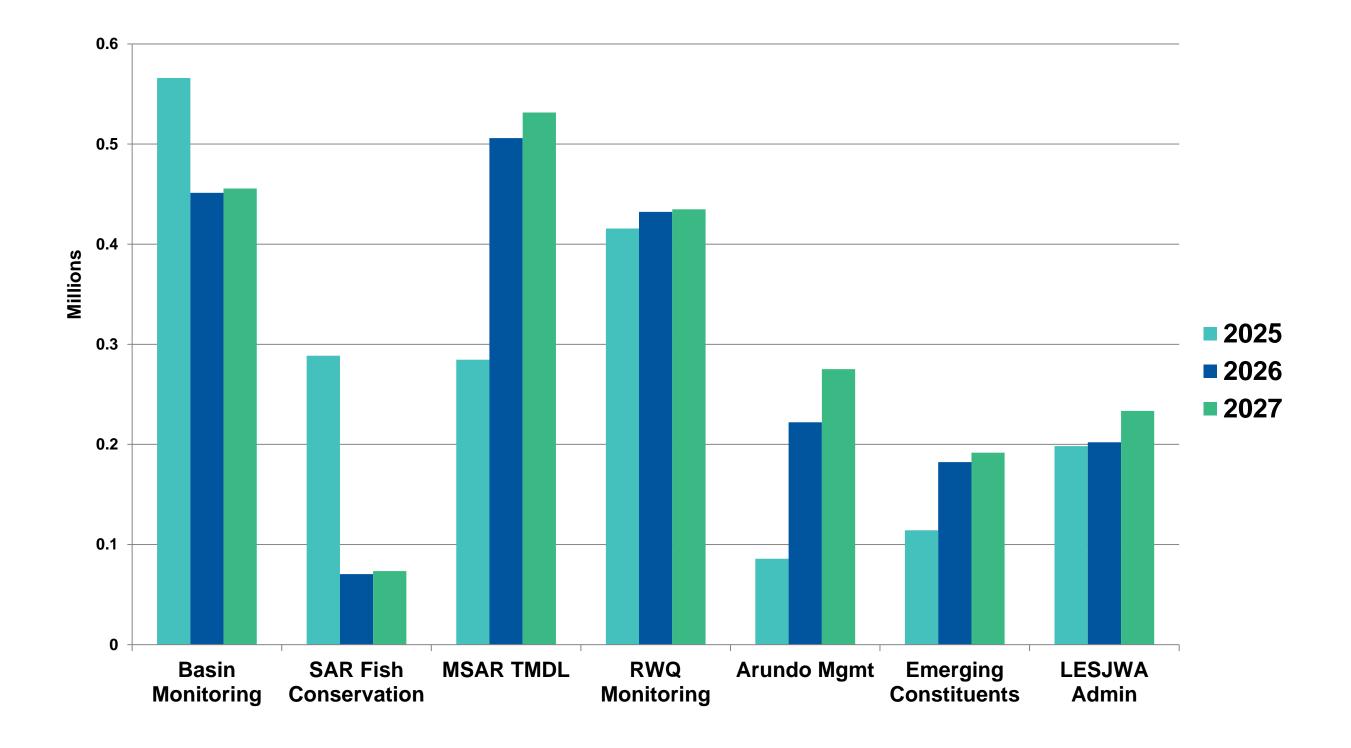
# Other Agency Contributions

Fund	FYE 2025	FYE 2026	FYE 2027
Basin Monitoring Task Force	\$516,000	\$224,043	\$266,282
SAR Fish Conservation	19,000	19,000	19,000
MSAR TMDL Task Force	282,820	427,200	427,700
RWQ Monitoring Task Force	297,305	345,334	312,000
Emerging Constituents TF	114,000	178,841	185,367
Total	\$1,229,125	\$1,194,418	\$1,210,349

## Other Income

Fund	FYE 2025	FYE 2026	FYE 2027
RWQ Monitoring TF	\$120,320	\$118,000	\$118,000
Arundo Mgmt & Habitat Restoration	889,800	2,014,560	0
LESJWA Administration	188,285	192,111	223,516
Total	\$1,198,405	\$2,324,671	\$341,516

### **Roundtable Fund - Expenses**

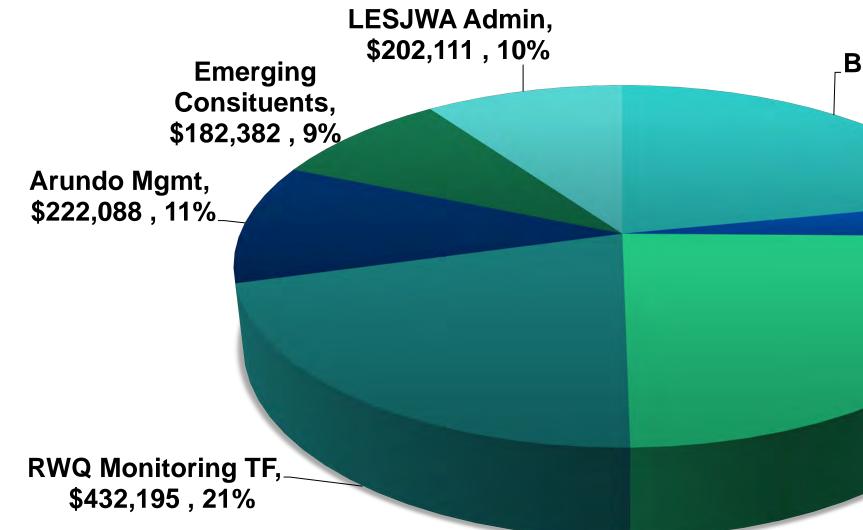


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### Roundtable Fund Expenses

Expense	FYE 2025	FYE 2026	FYE 2027
Basin Monitoring TF	\$565,988	\$451,230	\$455,658
SAR Fish Conservation	288,541	70,455	73,551
MSAR TMDL TF	284,664	505,880	531,442
RWQ Monitoring TF	415,702	432,195	434,782
Arundo Mgmt	85,780	222,088	275,109
Emerging Constituents TF	114,303	182,382	191,814
LESJWA Admin	198,285	202,111	233,516
Total	\$1,953,263	\$2,066,341	\$2,195,872

### FYE 2026 – Expenses \$2,066,341

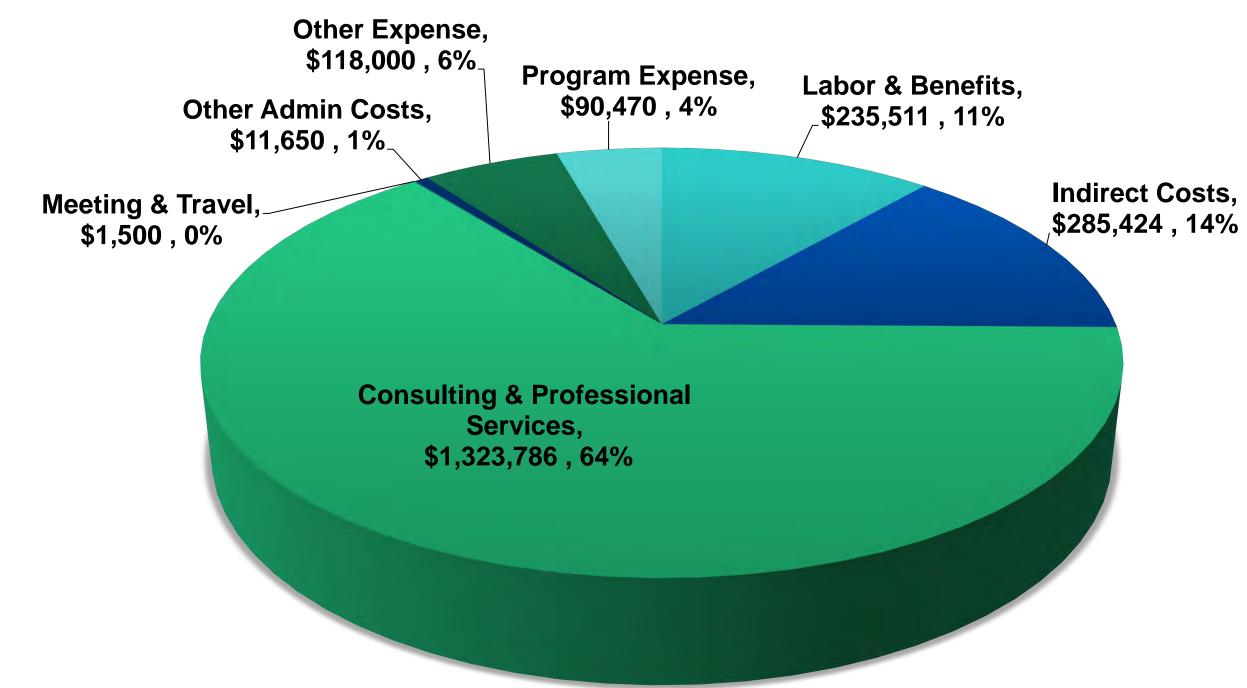


### Basin Monitoring TF, \$451,230 , 22%

SAR Fish Conservation, \$70,455, 3%

MSAR TMDL, \$505,880 , 24%

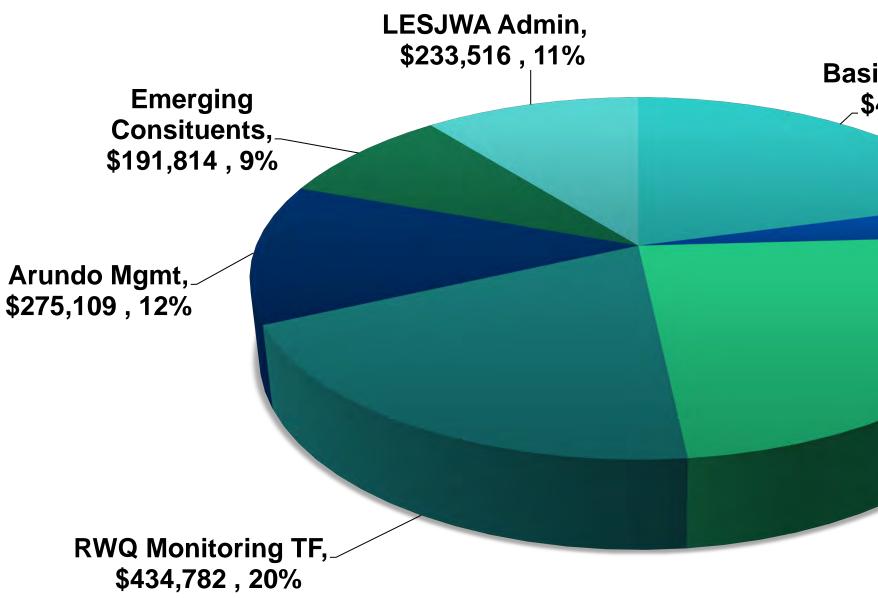
### FYE 2026 – Expenses \$2,066,341





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### FYE 2027 – Expenses \$2,195,872



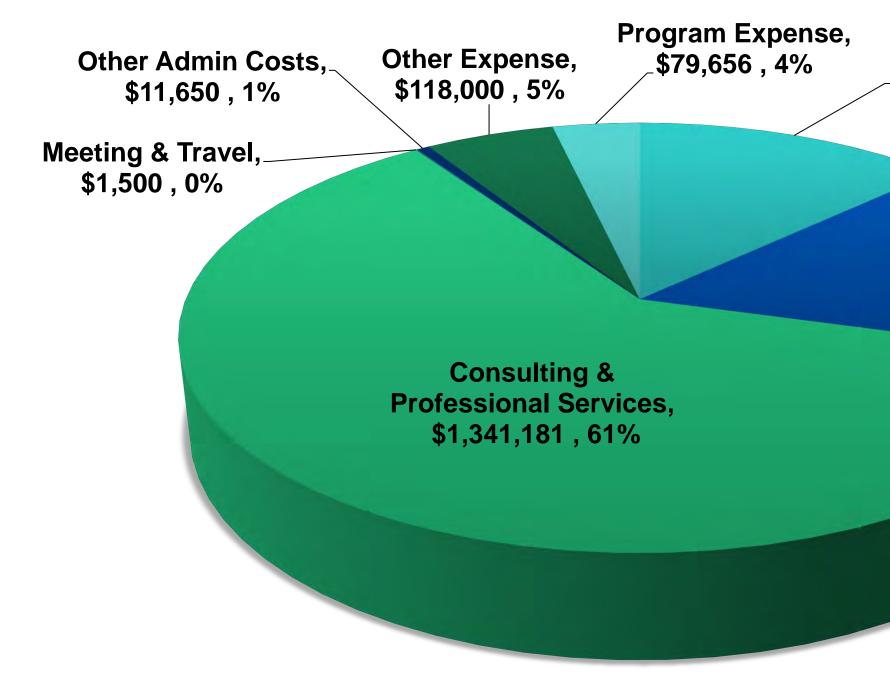
### Basin Monitoring TF, \_\$455,658 , 21%

SAR Fish Conservation, \$73,551,3%

MSAR TMDL, \$531,442 , 24%

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### FYE 2027 – Expenses \$2,195,872



### Labor & Benefits, \$286,152,13%

Indirect Costs, \$357,733,16%

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## Fund Balance 2026

Fund	Projected Fund Balance 06/30/2025	Revenues
Basin Monitoring Task Force	\$703,337	\$224,043
Santa Ana River Fish Conservation TF	66,006	39,000
MSAR TMDL Task Force	343,110	427,200
Regional Water Quality Monitoring TF	67,832	463,334
Arundo Mgmt & Habitat Restoration	717,408	2,014,560
Emerging Constituents Task Force	208,258	178,841
LESJWA Administration	0	202,111
Total	\$2,105,951	\$3,549,089

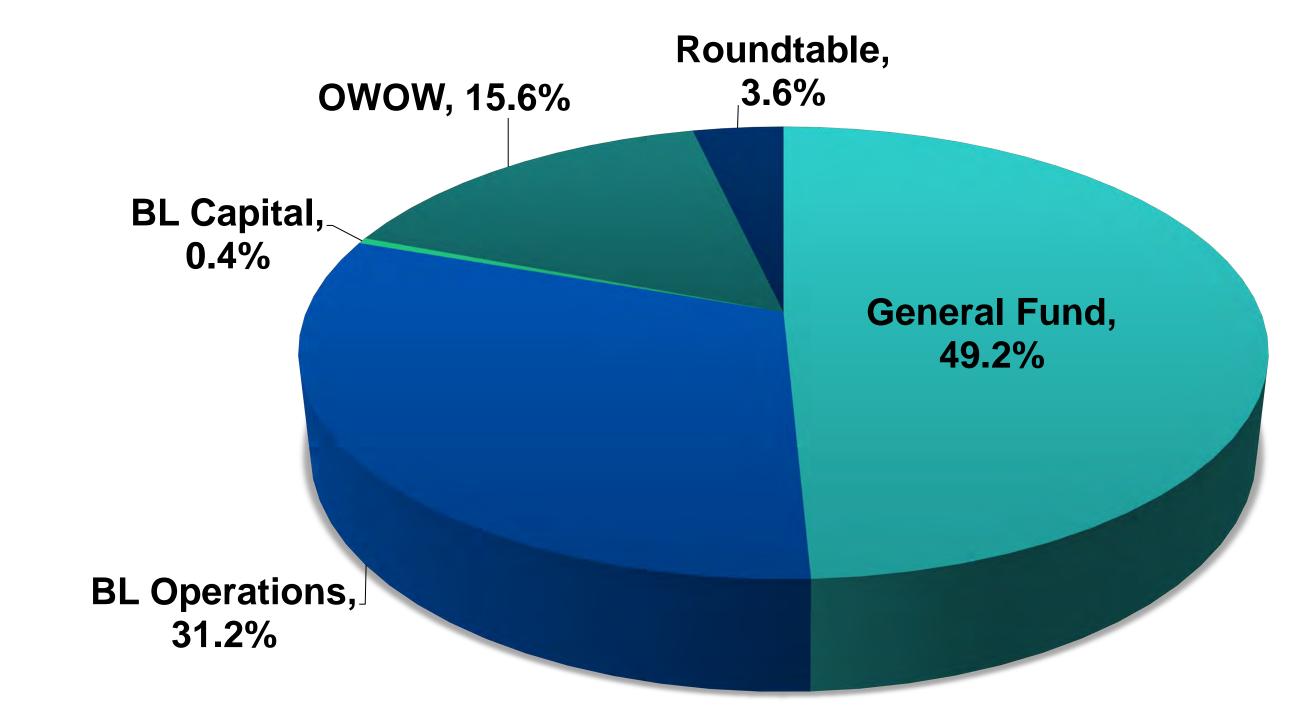
Expenses	Fund Balance 06/30/2026
\$451,230	\$476,150
70,455	34,551
505,880	264,430
432,195	98,971
222,088	2,509,880
182,382	204,717
202,111	0
\$2,066,341	\$3,588,699

## Fund Balance 2027

Fund	Projected Fund Balance 06/30/2026	Revenues
Basin Monitoring Task Force	\$476,150	\$266,282
Santa Ana River Fish Conservation TF	34,551	39,000
MSAR TMDL Task Force	264,430	427,200
Regional Water Quality Monitoring TF	98,971	430,000
Arundo Mgmt & Habitat Restoration	2,509,880	0
Emerging Constituents Task Force	204,717	185,367
LESJWA Administration	0	233,516
Total	\$3,588,699	\$1,581,865

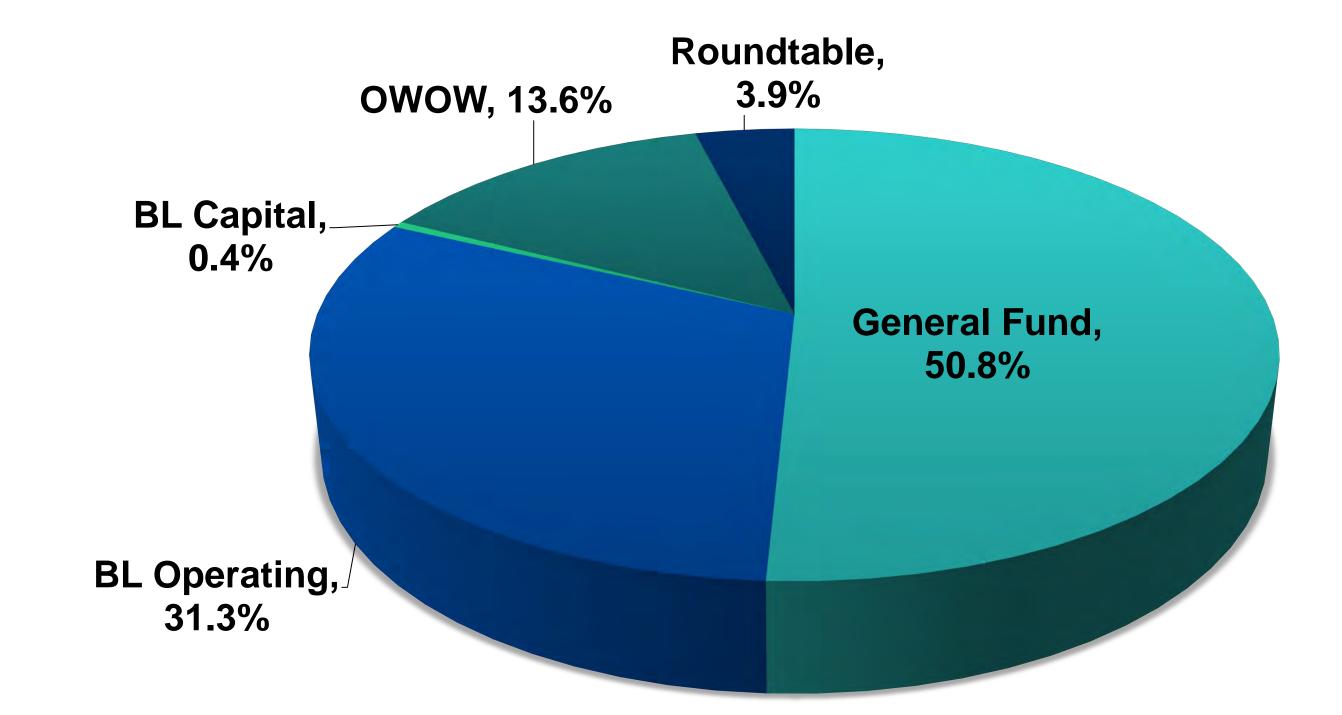
Expenses	Fund Balance 06/30/2027
\$455,658	\$286,774
73,551	0
531,442	160,688
434,782	94,189
275,109	2,234,771
191,814	198,270
233,516	0
\$2,195,872	\$2,974,692

### Labor Distribution Hours 2026



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### Labor Distribution Hours 2027



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# Labor Hours Distribution - Roundtable

Fund	FYE 2
Basin Monitoring Task Force	
Santa Ana River Fish Conservation TF	
MSAR TMDL Task Force	
Regional Water Quality Monitoring TF	
Arundo Mgmt & Habitat Restoration	
Emerging Constituents Task Force	
LESJWA Administration	
Total	

2026	FYE 2027
400	400
170	170
155	150
115	115
305	460
300	300
720	800
2,165	2,395

### Indirect Cost Allocation - Roundtable

Fund	FYE 2026	FYE 2027
Basin Monitoring Task Force	\$42,808	\$51,035
Santa Ana River Fish Conservation TF	21,070	23,085
MSAR TMDL Task Force	22,563	24,247
Regional Water Quality Monitoring TF	17,640	19,324
Arundo Mgmt & Habitat Restoration	44,445	80,534
Emerging Constituents Task Force	34,187	37,909
LESJWA Administration	102,711	121,599
Total	\$285,424	\$357,733

# Member Contributions – Before Special Projects

FYE	Per Member Agency	Inc/(Dcr) Over Prior Year	Total
2022	\$311,369	\$5,301	1.73%
2023	313,087	1,718	0.55%
2024	307,255	(5,832)	(1.86%)
2025	310,582	3,327	1.08%
2026	356,680	46,098	14.84%
2027	370,247	13,567	3.80%

# Member Contributions – Special Projects Per Agency

FYE	ICARP	PFAS Study	Cloud Seeding	Per Member Agency
2023	\$0	\$72,765	\$28,100	\$100,865
2024	0	110,000	44,400	154,400
2025	0	110,000	31,700	141,700
2026	8,000	90,000	0	98,000
2027	0	80,000	34,000	114,000

### **Total Member Contributions per Agency** (not including Roundtable Contributions)

Activity	Actual FYE 2025	Budget FYE 2026	Budget FYE 2027
General Planning	\$80,000	\$100,000	\$100,000
USBR Partnership Studies	4,000	4,000	4,000
Watershed Management (OWOW)	80,000	100,000	100,000
ICARP	0	8,000	0
PFAS Study	110,000	90,000	80,000
Cloud Seeding	31,700	0	34,000
SA River Fish Conservation	2,000	4,000	4,000
LESJWA Management	2,000	2,000	2,000
State Outreach	43,050	46,680	50,247
Federal Outreach	4,532	0	0
General Fund	95,000	100,000	110,000
<b>Total Agency Contribution</b>	\$452,282	\$454,680	\$484,247
		· ·	

0.53%



# Questions?

Karen Williams Santa Ana Watershed Project Authority Office (951) 354-4231 | Cell (951) 707-5683 kwilliams@sawpa.gov sawpa.gov







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Source of Funds:	(	in Planning General Ind 370-01	USBR artnership Studies <u>Fund 370-0</u> 2	Watershed gmt (OWOW) <u>Fund 373</u>	ICARP <u>Fund 376</u>	PFAS Study Fund 377	Cloud Seeding Fund 378	Pro	op 84 - 2015 gram Mgmt Fund 145
Financing Proceeds	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Grant Proceeds	\$	-	\$ -	\$ -	\$ 443,979	\$ -	\$ 262,372		534,786
Member Agency Contributions	\$	500.000	20,000	\$ 500,000	\$ 40,000	450,000	\$ 	\$	-
Other Agency Contributions	\$	-	\$ 	\$ 47,300	\$ -	\$ -	\$ 11,000	\$	-
Other Income	\$	-	\$ -	\$ -	\$ 43,250	\$ _	\$ -	\$	_
Interest & Investmen	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Total Source of Funds	\$	500,000	\$ 20,000	\$ 547,300	\$ 527,229	\$ 450,000	\$ 273,372		534,786
Staffing:									
Hours Allocated		1,650	105	1,975	310	665	410		1,805
FTE (based on 2080)		0.8	0.1	0.9	0.1	0.3	0.2		0.9
<u>Use of Funds:</u>									
Labor	\$	148,975	\$ 10,112	155,550	18,696	\$ 58,265	\$ 37,046	\$	172,374
Benefits	\$	59,978	\$ 4,071	\$ 62,625	\$ 7,527	\$ 23,458	\$ 14,915	\$	69,399
Indirect Costs	\$	253,237	\$ 17,188	\$ 264,414	\$ 31,781	\$ 99,043	\$ 62,974	\$	293,013
Education & Training	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Consulting & Professional Services	\$	15,000	\$ 15,000	\$ 60,000	\$ 247,500	\$ 655,000	\$ 405,000	\$	-
Operating Costs	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Equipment & Computers	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Meeting & Travel	\$	8,000	\$ 1,000	\$ 5,000	\$ -	\$ 1,000	\$ 5,580	\$	-
Other Administrative Costs	\$	11,500	\$ 550	\$ 200	\$ -	\$ -	\$ -	\$	-
Other Expense	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Program Expense	\$	-	\$ -	\$ -	\$ 221,725	\$ -	\$ -	\$	-
Constructior	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Total Use of Funds	\$	496,690	\$ 47,921	\$ 547,789	\$ 527,229	\$ 836,766	\$ 525,515	\$	534,786
Net Gain (loss)	\$	3,310	\$ (27,921)	\$ (489)	\$ (0)	\$ (386,766)	\$ (252,143)	\$	-
Beginning Fund Balance	\$	41,653	\$ 59,277	\$ 118,270	\$ -	\$ 641,071	\$ 276,988	\$	-
Ending Fund Balance	\$	44,963	\$ 31,356	\$ 117,781	\$ (0)	\$ 254,305	\$ 24,845	\$	-
Project Reimb (Prop 1 and 84 - Cap	ital)\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Indirect Costs Contribution		6.06%	0.41%	6.33%	0.76%	2.37%	1.51%		7.01%

	Р	rop 1 R1	Р	rop 1 R2		WECAN		Drought	SA	ARCCUP &			
	Prog	gram Mgmt	Prog	gram Mgmt	I	Riverside	Re	elief - DACI	Ot	her Projects			
	F	und 150	F	und 155		Fund 397		Fund 398	Fu	und 504-04	505	Total	
Source of Funds:													
Financing Proceeds	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -	
Grant Proceeds	\$	172,540	\$	280,675	\$	35,213	\$	4,475,423	\$	50,473	\$ 37,428	\$ 6,292,889	
Member Agency Contributions	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ 1,510,000	
Other Agency Contributions	\$	-	\$	-	\$	33,333	\$	-	\$	-	\$ -	\$ 91,633	
Other Income	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ 43,250	
Interest & Investmen	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -	
Total Source of Funds	\$	172,540	\$	280,675	\$	68,546	\$	4,475,423	\$	50,473	\$ 37,428	\$ 7,937,772	
Staffing:													
Hours Allocated		610		955		192		155		195	375	9,402	
FTE (based on 2080)		0.3		0.5		0.1		0.1		0.1	0.2	4.5	
Use of Funds:													
Labor	\$	55,614	\$	90,468	\$	12,392	\$	14,645	\$	16,140	\$ 32,090	\$ 822,367	
Benefits	\$	22,390	\$	36,423	\$	4,989	\$	5,896	\$	6,498	\$ 12,920	\$ 331,089	
Indirect Costs	\$	94,536	\$	153,784	\$	21,065	\$	24,895	\$	27,435	\$ 54,548	\$ 1,397,913	
Education & Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -	
Consulting & Professional Services	\$	-	\$	-	\$	30,000	\$	-	\$	100,400	\$ 30,000	\$ 1,557,900	
Operating Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -	
Equipment & Computers	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -	
Meeting & Travel	\$	-	\$	-	\$	100	\$	500	\$	-	\$ -	\$ 21,180	
Other Administrative Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ 12,250	
Other Expense	\$	-	\$	-	\$	-	\$	-	\$	43,250	\$ -	\$ 43,250	
Program Expense	\$	-	\$	-	\$	-	\$	4,429,487	\$	-	\$ -	\$ 4,651,212	
Constructior	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -	
Total Use of Funds	\$	172,540	\$	280,675	\$	68,546	\$	4,475,423	\$	193,723	\$ 129,558	\$ 8,837,161	
Net Gain (loss)	\$	-	\$	-	\$	0	\$	(0)	\$	(143,250)	\$ (92,130)	\$ (899,389)	
Beginning Fund Balance	\$	-	\$	-	\$	-	\$	-	\$	720,865	\$ 92,130	\$ 1,950,254	
Ending Fund Balance	\$	-	\$	-	\$	0	\$	(0)	\$	577,615	\$ (0)	\$ 1,050,865	
Project Reimb (Prop 1 and 84 - Capit	al)\$	-	\$	-	\$	-	\$	-	\$	9,000,000	\$ 11,843,088	\$ 20,843,088	
Indirect Costs Contribution		2.26%		3.68%		0.50%		0.60%		0.66%	1.31%	33.44%	

O sum of Fam da	Basin Planning General <u>Fund 370-0</u> 1		Pa	USBR artnership Studies <u>Fund 370-0</u> 2	М	Watershed gmt (OWOW) <u>Fund 373</u>		ICARP <u>Fund 37</u> 6		PFAS Study <u>Fund 377</u>		Cloud Seeding Fund 378
Source of Funds:	۴		<b>~</b>		•		•	404440	¢		•	040.050
Grant Proceeds	\$	-	\$	-	\$	-	\$	184,140		-	\$	219,356
Member Agency Contributions	\$	500,000	\$	20,000	\$	500,000	\$	-	\$	400,000	\$	170,000
Other Agency Contributions	\$	-	\$	-	\$	47,300	\$	-	\$	-	\$	-
Other Income	\$	-	\$	-	\$	-	\$	226,750	\$	-	\$	-
Interest & Investmen	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Source of Funds	\$	500,000	\$	20,000	\$	547,300	\$	410,890	\$	400,000	\$	389,356
Staffing:												
Hours Allocated		1,660		105		2,140		460		665		375
FTE (based on 2080)		0.8		0.1		1.0		0.2		0.3		0.2
Use of Funds:												
Labor	\$	161,377	\$	10,929	\$	186,484	\$	37,720	\$	62,692	\$	37,494
Benefits	\$	65,480	\$	4,435	\$	75,668	\$	15,305	\$	25,438	\$	15,214
Indirect Costs	\$	283,606	\$	19,207	\$	327,729	\$	66,290	\$	110,175	\$	65,893
Education & Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Consulting & Professional Services	\$	15,000	\$	15,000	\$	60,000	\$	252,500	\$	455,000	\$	290,000
Operating Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Equipment & Computers	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Meeting & Travel	\$	8,000	\$	1,000	\$	5,000	\$	1,000	\$	1,000	\$	5,600
Other Administrative Costs	\$	11,500	\$	550	\$	10,200	\$	-	\$	-	\$	-
Other Expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Program Expense	\$	-	\$	-	\$	-	\$	38,075	\$	-	\$	-
Construction	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Use of Funds	\$	544,963	\$	51,121	\$	665,081	\$	410,890	\$	654,305	\$	414,201
Net Gain (loss)	\$	(44,963)	\$	(31,121)	\$	(117,781)	\$	0	\$	(254,305)	\$	(24,845)
Beginning Fund Balance	\$	44,963	\$	31,356	\$	117,781	\$	-	\$	254,305	\$	24,845
Ending Fund Balance	\$	0	\$	235	\$	0	\$	0	\$	0	\$	(0)
Project Reimb (Prop 1 & 84 - Capital)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Indirect Costs Contribution		6.25%		0.42%		7.23%		1.46%		2.43%		1.45%

						PA23				
	Р	rop 1 R1	F	Prop 1 R2	SA	RCCUP &		Prop 1		
	Prog	ram Mgmt			Oth	ner Projects	Са	pital Projects	5	
	F	und 150		Fund 155	Fι	ind 504-04		Fund 505		Total
Source of Funds:										
Grant Proceeds	\$	181,736	\$	621,296	\$	-	\$	114,615	\$	1,321,143
Member Agency Contributions	\$	-	\$	-	\$	-	\$	-	\$	1,590,000
Other Agency Contributions	\$	-	\$	-	\$	-	\$	-	\$	47,300
Other Income	\$	-	\$	-	\$	-	\$	-	\$	226,750
Interest & Investmen	\$	-	\$	-	\$	-	\$	-	\$	-
Total Source of Funds	\$	181,736	\$	621,296	\$	-	\$	114,615	\$	3,185,193
Staffing:										
Hours Allocated		625		1,940		-		305		8,275
FTE (based on 2080)		0.3		0.9		-		0.1		4.0
Use of Funds:										
Labor	\$	57,454	\$	196,415	\$	-	\$	26,750	\$	777,315
Benefits	\$	23,312	\$	79,698	\$	-	\$	10,854	\$	315,404
Indirect Costs	\$	100,970	\$	345,183	\$	-	\$	47,011	\$	1,366,064
Education & Training	\$	-	\$	-	\$	-	\$	-	\$	-
Consulting & Professional Services	\$	-	\$	-	\$	-	\$	30,000	\$	1,117,500
Operating Costs	\$	-	\$	-	\$	-	\$	-	\$	-
Equipment & Computers	\$	-	\$	-	\$	-	\$	-	\$	-
Meeting & Travel	\$	-	\$	-	\$	-	\$	-	\$	21,600
Other Administrative Costs	\$	-	\$	-	\$	-	\$	-	\$	22,250
Other Expense	\$	-	\$	-	\$	226,750	\$	-	\$	226,750
Program Expense	\$	-	\$	-	\$	-	\$	-	\$	38,075
Construction	\$	-	\$	-	\$	-	\$	-	\$	-
Total Use of Funds	\$	181,736	\$	621,296	\$	226,750	\$	114,615	\$	3,884,958
Net Gain (loss)	\$	-	\$	-	\$	(226,750)	\$	(0)	\$	(699,765)
Beginning Fund Balance	\$	-	\$	-	\$	577,615	\$	(0)	\$	1,050,865
Ending Fund Balance	\$	-	\$	-	\$	350,865	\$	0	\$	351,100
Project Reimb (Prop 1 & 84 - Capital)	\$	-	\$	-	\$	-	\$	7,300,000	\$	7,300,000
Indirect Costs Contribution		2.23%		7.61%		0.00%		1.04%		30.12%

### SAWPA Roundtables Budget FYE 2026

		Basin Ionitoring Fund 374	Co	AR Fish nservation Jund 381	T	SAR TMDL ask Force Ind 384-01	R	WQ Monitoring Task Force <u>Fund 386</u>		Arundo Mgmt & abitat Restoration <u>Fund 387</u>	C	Emerging onstituents TF <u>Fund 392</u>	Ad	LESJWA ministration Fund 477		Total
Source of Funds: Grant Proceeds Member Agency Contributions Other Agency Contributions Other Income Interest & Investments Total Source of Funds Staffing: Hours Allocated FTE (based on 2080)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 224,043 - 224,043 400 0.2	\$ \$ \$ \$ \$ \$	20,000 19,000 - - 39,000 170 0.1	\$ \$ \$ \$ \$	427,200 - 427,200 427,200 155 0,1	\$ \$ \$ \$ \$	- 345,334 118,000 - 463,334 115 0.1	\$ \$ \$ \$ \$	- - 2,014,560 - 2,014,560 305 0,1	\$ \$ \$ \$ \$	- 178,841 - 178,841 300 0,1	\$ \$ \$ \$ \$	10,000 - 192,111 - 202,111 720 0.3	\$ \$ \$ \$ \$	30,000 1,194,418 2,324,671 - 3,549,089 2,165 1.0
Use of Funds:						-				-		-				
Labor	\$	25,183	\$	12,395	\$	- , -	\$	10,377	\$	26,146	\$	20,112	\$	60,423	\$	167,909
Benefits	\$	10,139	\$	4,990	\$	5,344	\$	4,178	\$	10,527	\$	8,097	\$	24,327	\$	67,602
Indirect Costs	\$	42,808	\$	21,070	\$	22,563	\$	17,640	\$	44,445	\$	34,187	\$	102,711	\$	285,424
Education & Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Consulting & Professional Services	\$	373,100	\$	30,000	\$	346,700	\$	400,000	\$	50,000	\$	119,986	\$	4,000	\$	1,323,786
Operating Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Equipment & Computers	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Meeting & Travel	\$	-	\$	500	\$	-	\$	-	\$	500	\$	-	\$	500	\$	1,500
Other Administrative Costs	\$	-	\$	1,500	\$	-	\$	-	\$	-	\$	-	\$	10,150	\$	11,650
Other Expense	\$	-	\$	-	\$	118,000	\$	-	\$	-	\$	-	\$	-	\$	118,000
Program Expense	\$	-	\$	-	\$	-	\$	-	\$	90,470	\$	-	\$	-	\$	90,470
Construction	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Use of Funds	\$	451,230	\$	70,455	\$	505,880	\$	432,195	\$	222,088	\$	182,382	\$	202,111	\$	2,066,341
Net Gain (loss)	\$	(227,187)	\$	(31,455)	\$	(78,680)	\$	31,139	\$	1,792,472	\$	(3,541)	\$	-	\$	1,482,748
Beginning Fund Balance	\$	703,337	\$	66,006	\$	343,110	\$	67,832	\$	717,408	\$	208,258	\$	-	\$	2,105,951
Ending Fund Balance	\$	476,150	\$	34,551	\$	264,430	\$	98,971	\$	2,509,880	\$	204,717	\$	-	\$	3,588,699
Indirect Costs Contribution		1.02%		0.50%		0.54%		0.42%		1.06%		0.82%		2.46%		6.83%

### SAWPA Roundtables Budget FYE 2027

		Basin Monitoring <u>Fund 374</u>	C	SAR Fish Conservation Fund 381		ISAR TMDL Task Force Fund 384-01		VQ Monitoring Task Force <u>Fund 386</u>		rrundo Mgmt & bitat Restoration <u>Fund 387</u>	C	Emerging onstituents TF <u>Fund 392</u>		LESJWA dministration <u>Fund 477</u>		Total
Source of Funds: Financing Proceeds Grant Proceeds Member Agency Contributions Other Agency Contributions Other Income Interest & Investments Total Source of Funds Staffing: Hours Allocated FTE (Fundher 2000)	\$ \$ \$ \$ \$ \$	266,282 - 266,282 - 266,282 400	\$ \$ \$ \$ \$ \$	20,000 19,000 - - 39,000 170	\$ \$ \$ \$ \$ <u>\$</u> \$	150	\$ \$ \$ \$ \$ \$	- - - - - - - - - - - - - - - - - - -	\$ \$ \$ \$ \$ \$	- - - - - - - - 460	\$ \$ \$ \$ <del>\$</del> \$ \$	- 185,367 - - 185,367 300	\$ \$ \$ \$ \$ \$	10,000 223,516 233,516 800	\$ \$ \$ \$ \$ \$	- 30,000 1,210,349 341,516 - 1,581,865 2,395
FTE (based on 2080)		0.2		0.1		0.1		0.1		0.2		0.1		0.4		1.2
Use of Funds: Labor Benefits Indirect Costs Education & Training Consulting & Professional Services Operating Costs Equipment & Computers Meeting & Travel Other Administrative Costs Other Administrative Costs Other Expense Program Expense Construction Total Use of Funds	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	29,040 11,783 51,035 - - 363,800 - - - - - - - - - - - - - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,136 5,330 23,085 - 30,000 - 500 1,500 - - - 73,551	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,797 5,598 24,247 - - 369,800 - - - - 118,000 - - 531,442	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	10,996 4,462 19,324 - 400,000 - - - - - - - - - - - - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	45,825 18,594 80,534 - 50,000 - - 500 - 79,656 - 275,109	\$	8,753 37,909 - 123,581 - - - - - - - - - - - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	69,192 28,075 121,599 - 4,000 - 500 10,150 - - - 233,516	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	203,557 82,595 357,733 - 1,341,181 - 1,500 11,650 118,000 79,656 - 2,195,872
Net Gain (loss)	\$	(189,376)	\$	(34,551)	\$	(103,742)	\$	(4,782)	\$	(275,109)	\$	(6,447)	\$	-	\$	(614,007)
Beginning Fund Balance	\$	476,150		34,551		264,430		98,971		2,509,880				-	\$	3,588,699
Ending Fund Balance Indirect Costs Contribution	\$	286,774 1.13%	\$	(0) 0.51%	\$	160,688 0.53%	\$	94,189 0.43%	\$	2,234,771 1.78%		198,270 0.84%		- 2.68%	\$	2,974,692 7.89%



**MEMBER CONTRIBUTION** 

Summary Schedule

### Adopted Proposed Proposed FYE 2025 FYE 2026 FYE 2027 **Member Agency Contributions Exempt from Indirect Costs** Funds SAWPA General Funds 100-00 \$ 475,000 \$ 500,000 \$ 550,000 State Legislative/Regulatory Outreach \$ 215,250 \$ 233,400 \$ 251,233 100-03 Federal Legislative/Regulatory Outreach 100-04 \$ 22,660 \$ - \$ 733,400 \$ \$ 712,910 \$ 801,233 **Planning Projects General Planning** \$ 400,000 \$ 500,000 \$ 500,000 370-01 **USBR** Partnership Studies 20,000 \$ 20,000 \$ 20,000 370-02 \$ Watershed Management (OWOW) \$ 400,000 \$ 500,000 \$ 500,000 373 SA River Fish Conservation 381 \$ 10,000 \$ 20,000 \$ 20,000 LESJWA Management 477 \$ 10,000 \$ 10,000 \$ 10,000 \$ 840,000 \$ 1,050,000 \$ 1,050,000 Total Member Agency Contributions before Special Projects 1,552,910 \$ 1,783,400 \$ \$ 1,851,233 Per Member Agency before Special Projects \$ 310,582 \$ 356,680 \$ 370,247 **Special Projects ICARP** 376 \$ \$ 40,000 \$ 450,000 \$ **PFAS Study** 377 \$ 400,000 550,000 \$ **Cloud Seeding Pilot Project** 378 \$ 158,500 \$ -\$ 170,000 \$ 708,500 \$ 490,000 \$ 570,000 2,273,400 \$ Total Member Agency Contributions with Special Projects \$ 2,261,410 \$ 2,421,233 452.282 454.680 Per Member Agency with Special Projects \$ \$ \$ 484.247

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#### **COMMISSION MEMORANDUM NO. 2025.21**

DATE:	March 4, 2025
то:	SAWPA Commission
SUBJECT:	Water-Energy Community Action Network (WECAN) Program Update
PREPARED BY:	Haley Gohari, Associate Project Manager

#### RECOMMENDATION

Receive and file.

#### DISCUSSION

In 2019, the city of Riverside approached SAWPA to implement a third phase of the Water-Energy Community Action Network (WECAN) Program in the Eastside neighborhood of the city of Riverside. The WECAN Program involves the retrofitting of indoor plumbing fixtures and removing turf at homes of low-income community members in the Santa Ana River Watershed. SAWPA's WECAN program began as a 2014 Water-Energy Nexus grant from the Department of Water Resources (DWR). A second phase was funded through a 2016 Water and Energy Efficiency Grant from the Bureau of Reclamation (USBR). The work associated with the DWR grant was completed in December 2018 and the Reclamation grant in October 2019.

In June 2020, the City of Riverside's submitted a grant application and was selected for funding under the California Strategic Growth Council (SGC) Transformative Climate Communities (TCC) grant program. Through this program SAWPA was awarded \$592,417 to implement the Water Energy Community Action Network (WECAN) program to remove 100,000 square feet of turf and replace it with drought-tolerant landscaping within the City of Riverside. Funding for the project was increased by a pledge of \$100,000 in cost-share by the City of Riverside Public Utilities (RPU) to bring total project funding to implement the WECAN program up to \$692,417.

In December 2021, SAWPA staff prepared a Request for Proposals to solicit competitive proposals from C27 licensed landscaping firms or individuals to implement Turf Removal / Drought-Tolerant Landscaping Services (Project) within the City of Riverside Eastside Climate Collaborative Program area.

In July 2022, EcoTech Services, Inc. was awarded the Task Order to implement the scope of work included in their response:

- Kickoff Meeting and Project Management
- Customer Service, Outreach, and Registration
- Site Assessment and Design consultation
- Turf Removal and Installation
- Post Project Inspection

The TCC grant program under the City of Riverside has experienced many delays and implementation hurdles that have impacted many, if not all, of the partner projects. These issues include, but are not limited to:

- Delays due to COVID and COVID-related processes, employee turnover and staffing challenges at SAWPA, City of Riverside and the Strategic Growth Council,
- Low resident participation and interest from the community,
- Strict income-limit requirements for resident eligibility for some of the TCC grant projects, and
- Increased contractor costs, material costs, and engagement/outreach costs that were not anticipated when the grant application was prepared and submitted in 2020.

A first grant agreement amendment was executed in March 2021, to add descriptions and conditions related to the public health emergency, known as the COVID-19 pandemic, as well as adding Riverside Unified School District as a partner to TCC Grant Program.

The second amendment of the grant agreement was executed amongst the grant partners in July 2024 to facilitate grant program implementation and an updated project area boundary map to increase success for all grant projects in the program.

For SAWPA this amendment memorialized:

- An extension of the end date of the Performance (implementation) Period from May 2024 to May 2025,
- An updated the Project Area Boundary Map for eligible single-family homes (increasing the number of Single-Family Homes eligible from approximately 1,800 to 2,800), and
- Lowered the project goal for removal from 100,000 square feet to 35,000 square feet.

A third amendment is currently pending to extend the Performance Period from May 2025 to September 30, 2025, for implementation projects, including SAWPA's WECAN. The entire grant term, including the Project Completion and Performance Period, ends March 31, 2026.

Since July 2022, SAWPA has been working alongside the other TCC Grant Program partners to facilitate enrolling eligible and interested residents in the program to have their lawn turf replaced with a drought-tolerant, California-native custom landscape. The data for projects completed is contained below.

Fiscal Year	Number of Projects	Total Number of Square Feet Replaced
2022-23	2	3,945
2023-24	6	10,276
2024-25	2	3,332
Total	10	17,553

There are currently 5 additional projects being processed by the contractor and SAWPA staff is awaiting measurements that will be supplemental to the numbers provided in the table above.

#### **CRITICAL SUCCESS FACTORS**

SAWPA will continue to participate in the grant program workgroup to engage residents, support grant partners and continue engaging the residents through methods that allow SAWPA to achieve the goals listed in the executed grant agreement.

#### **RESOURCE IMPACTS**

Indirect Costs for SAWPA Staff working on the grant will no longer be covered by the grant as they exceed the allowable 10% for the total amount awarded to SAWPA. The remaining indirect costs incurred will need to be subsidized by SAWPA's General Fund (100).

Attachments:

1. PowerPoint Presentation

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## Water-Energy Community **Action Network (WE CAN) Program Update**

**Commission Meeting** March 4, 2025 | Item No. 6.D Haley Gohari Associate Project Manager Santa Ana Watershed Project Authority





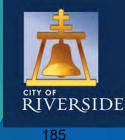
CALIFORNIA STRATEGIC GROWTH COUNCIL





FREE

**REPLACEMENT!** 



## Transformative Climate Communities Program: Eastside Climate Collaborative









#### Project Area



#### **Income Requirement**



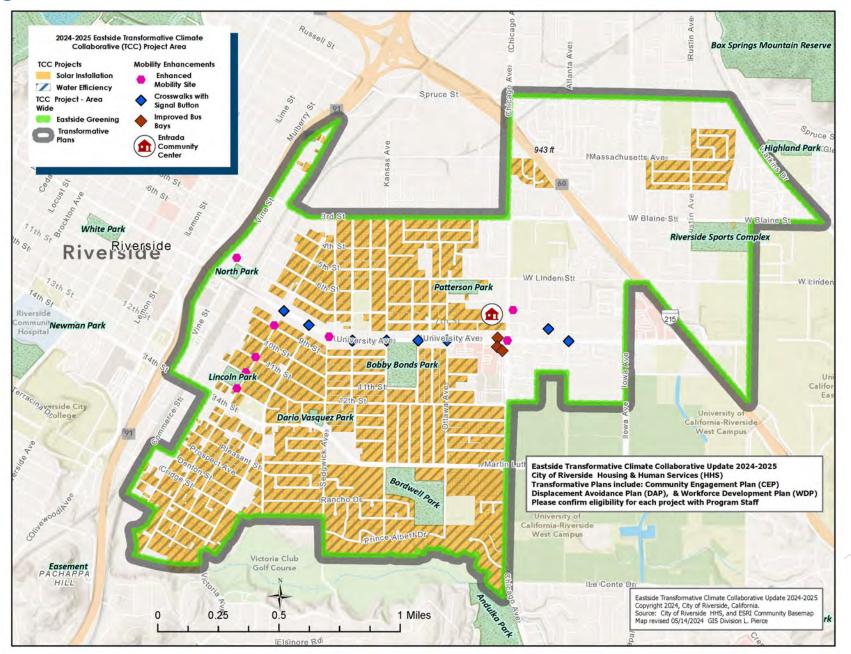
Proof of Home Ownership or Landlord Written Approval



Submit Application on SAWPA's website

			Number of People in Household (Updated June 7, 2023)						
County	Income Category	One	Two	Three	Four	Five	Six	Seven	Eight
CA State	80% State AMI	\$59,750	\$68,300	\$76,850	\$85,400	\$92,250	\$99,050	\$105,900	\$112,750
Riverside County	80% AMI	\$52,200	\$59,650	\$67,100	\$74,550	\$80,550	\$86,500	\$92,450	\$98,450

## Project Area - Riverside (Eastside)





## Benefits for the Eastside Neighborhood Residents

- Lower Water Bills
- Low Maintenance Landscape
- Drought-friendly, California native plants
- Custom Landscaping with EcoTech Services, Inc.
- Training on Maintenance and Plant Care



## Eastside Riverside Neighborhood Before and After #1





## Eastside Riverside Neighborhood Before and After #2



## Eastside Riverside Neighborhood Before and After #3



## Project Data

Fiscal Year	Number of Projects	Total Number of Sq Ft Replaced
2022-23	2	3,945
2023-24	6	10,276
2024-25	2	3,332
Total	10	17,553



- To meet SAWPA's goal we need to remove replace an additional...
  - 17,447 square feet\* of lawn turf.

\*Measurements for 5 projects currently pending have not been added to the numbers above.

## Challenges

- Public Health Emergency, COVID-19 Pandemic (delays, implementation challenges, and large increases in costs due to inflation)
- Engagement Challenges
  - Low turnout at neighborhood events and capacity limitations due to COVID
  - Low Interest and Engagement from Residents (ex. Locked gates surrounding yard and inaccessible front doors)
- Original Project Boundary Map: only 1,800 eligible single-family homes
  - ▶ When updated, increased to 2,800 eligible single-family homes
- Strict Requirements for Eligibility to Participate
  - Added Renter Eligibility in March 2023
- Staff Challenges and Turnover at SAWPA, City of Riverside, and Strategic Growth Council
- Weather Related Impacts during Wet Weather Months

# Goals of the Program



Water Savings Per Sq. Ft. of Lawn Replaced: 44 gallons of water per YEAR!

One project (up to 2500 square feet) could save up to: 110,000 GALLONS per YEAR!

So far we've been able to replace approximately...
17,553 sq. ft. in the Eastside neighborhood totaling a water savings of:

772,332 gallons per year

## The Next 6 Months...

- Continued Outreach and Engagement in the Eastside Neighborhood at Partner and City hosted Events;
- ► Tailoring engagement and increasing participation to:
  - Supporting and conducting canvassing efforts in the project area boundary,
  - Attending established Community events (Food Pantry events, meetings, TCC Grant Partner efforts), and,
  - Contuining to align with grant partners and streamline enrollment in program as able.
- Attend all meetings and coordinate with City of Riverside, SGC and Grant Program Partners to achieve grant goals.

## Any Questions?













# Thank You!

Haley Gohari Santa Ana Watershed Project Authority Office (951) 354-4220 | Direct (951) 354-4250 hgohari@sawpa.gov sawpa.gov





@sawpatube

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## OWOW Quarterly Report

October - December 2024

Rachel Gray, Water Resources and Planning Manager

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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> <li>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.</li> <li>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. Transition Plan is being updated to incorporate comments from DWR.</li> <li>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).</li> </ul>	<ul> <li>Update the Roundtable of Regions website on a continual basis.</li> <li>Release the draft IRWM transition plan for all members of the Roundtable to comment on.</li> <li>Amend OWOW Plan to include Santa Ana River Watershed Climate Adaptation and Resilience Plan.</li> </ul>	Roundtable of Regions Meeting on March 19, 2025. OWOW Steering Committee Meeting on February 27, 2025.
Santa Ana River Watershed Cloud Seeding Pilot Project	Conduct a pilot project with validation and stormwater capture analysis for cloud seeding program for the Santa Ana River Watershed	<ul> <li>Year 1 Operations completed (November 15, 2023 - April 15, 2024).</li> <li>Prepared the progress report and invoices to the Department of Water Resources for the Proposition 1 Round 2 grant.</li> <li>North American Weather Consultants, Inc. staff provided annual report that summarizes the weather events and operations during the first operational year (November 15, 2023, to April 15, 2024).</li> <li>SAWPA staff is coordinating with Desert Research Institute on the validation tasks and the results of the Year 1 operations of the cloud seeding program will be presented to the Commission.</li> </ul>	<ul> <li>Future presentations about the SAWPA weloud seeding pilot project to interested parties.</li> <li>Provide update to funding parties.</li> <li>Work on validation component of Pilot Program.</li> <li>Develop scope of work for surface water modeling.</li> </ul>	Update to SAWPA Commission targeted for March 2025.
Santa Ana River Watershed Sustainability Assessment	Conduct a Watershed Sustainability Assessment	• The latest Santa Ana River Watershed Sustainability Assessment was completed in 2019. The next one is anticipated to be updated in Fiscal Year Ending 2025.	• Update Watershed Sustainability Assessment	Present approach to MAs staff March 2025.

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PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
Santa Ana River Watershed Climate Adaptation and Resilience 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. It is a supplement to the OWOW 2018 Plan Update.	<ul> <li>Grant Agreement – executed July 11, 2024 (SAWPA and Land Use and Climate Innovation (LUCI) [formerly Office of Planning and Research])</li> <li>Memorandum of Understanding – November 18, 2024 (SAWPA, Soboba, Inland Southern California Climate Collaborative (ISC3)/University of California, Riverside (UCR))</li> <li>Sub-Grantee Agreements: <ul> <li>ISC3/UCR (November 3, 2024)</li> <li>Soboba (November 15, 2024)</li> </ul> </li> <li>Release Request for Proposals for Professional Consultant Services – December 3, 2024.</li> <li>SAWPA Project Management Work Plan (ongoing)</li> <li>ISC3/UCR Community Engagement Work Plan (ongoing)</li> <li>Soboba Tribal Engagement Work Plan (ongoing)</li> </ul>	<ul> <li>Commission Approval of Consultant Selection – February 18, 2025.</li> <li>Consultant on-boarding – February 2025.</li> <li>Kickoff Meeting – March 2025</li> </ul>	TAC Meeting – April 2025 CAP Meeting – May 2025
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	• SAWPA staff maintains the DCI Program webpage on the SAWPA website.	• None at this time.	None at this time.

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
	Proposition 1 IRWM Disadvantaged Communities Involvement (DCI) Grant Set-Aside funding made available through the 2021 Urban and Multibenefit Drought Relief Grant Program	<ul> <li>SAWPA staff submitted a proposal for a 2nd amendment to extend the DWR grant agreement to include the following: <ul> <li>Extend deadline for work completed out to March 2026 and final invoices to be submitted by June 2026.</li> <li>Replace the City of Colton Well 32 project (due to issues with water quality and diminished capacity) with the Well 33 project.</li> </ul> </li> <li>SAWPA staff coordinated with the CRWA and the City of Fullerton to track the progress of the projects and next steps.</li> <li>SAWPA staff submitted the 8th quarterly progress report and invoice to DWR in November 2024.</li> </ul>	<ul> <li>Receive approval from DWR on 2<sup>nd</sup> amendment to grant Agreement.</li> <li>Submit 9th quarterly progress report and invoice to DWR in February 2024.</li> </ul>	Status reports on this effort will be provided by staff at future OWOW Steering Committee and SAWPA Commission meetings as appropriate.
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.	• Coordinate with SAWPA member agencies to execute an amendment to the SARCCUP agreement so the schedule is moved from March 31, 2025 to July 31, 2025.	<ul> <li>Receive DWR's final signature of Amendment No.</li> <li>5.</li> </ul>	Monthly SARCCUP Planning Manager meetings.
Prop 84 IRWM Round 1	Grant administration of Prop 84 IRWM Round 1	• This round of funding is complete	• None.	
Prop 84 IRWM Round 2	Grant administration of Prop 84 IRWM Round 2	All projects are complete	• 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.	

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PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
Prop 84 IRWM 2015 Round	Grant administration of Prop 84 IRWM 2015 Round	• 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.	• Submit the 3rd quarterly report/invoice of 2024 to DWR by Dec 31, 2024.	Bi-weekly SARCCUP Planning Manager meetings.
Prop 1 IRWM Round 1	Enhancements to Watershed-Wide Water Budget Decision Support Tool	<ul> <li>Task 1 Aerial Imagery - complete.</li> <li>Task 2 - Landscape Analysis – landscape modeling by Reclamation is complete Reclamation is working to finalize the Modeling report.</li> <li>SAWPA staff coordinating with MWDOC staff to develop an approach to present the modeling results to the State (DWR and SWRCB) to seek approval of these data to be used as an alternate data set for regulatory compliance.</li> <li>Task 3 – Decision Support Tool, SAWPA staff to initiate work on the decision Support Tool early 2025.</li> </ul>	<ul> <li>SAWPA to continue efforts to coordinate with MWDOC on an approach to present to present modeling results to the State (DWR and SWRCB) to seek approval of these data to be used as an alternate data set for regulatory compliance.</li> <li>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.</li> </ul>	

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETING DATES
Prop 1 IRWM Round 1	Grant administration of Prop 1 IRWM Round 1	• 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 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.	• Submit the 3rd quarterly report/invoice of 2024 to DWR by November 30, 2024	
Prop 1 IRWM Round 2	Grant administration of Prop 1 IRWM Round 2	<ul> <li>SAWPA staff is continuing to work with CRWA and Box Springs MWC to implement the Box Springs MWC Well Replacement project.</li> <li>SAWPA staff continues work on a three-party sub-agreement with LESJWA and City of Lake Elsinore for the Lake Elsinore Algae Harvesting and Nutrient Removal Pilot project.</li> <li>SAWPA staff is working with project proponents on an Amendment to the DWR grant agreement.</li> </ul>	<ul> <li>Submit the 4th quarterly report/invoice of 2024 to DWR in February 2025</li> <li>Submit Amendment 1 to DWR</li> </ul>	

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### Roundtables Quarterly Report October - December 2024

Rachel Gray, Water Resources and Planning Manager

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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> <li>SAWPA continued Task Force Administration including management and review of consultant contracts, project invoices, and annual Task Force budget.</li> <li>Task Force approved the FY 2025- 26 MSAR TMDL Task Force budget</li> <li>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).</li> <li>Consultant team received and is currently addressing comments from Regional Board staff on the Draft Basin Plan language and updated TMDL Technical Report.</li> </ul>	<ul> <li>Consultant team is expected to address comments from Regional Board staff and submit to Task Force stakeholders for review final draft documents to revise and update the MSAR TMDLs Basin Plan Amendment in preparation of a Spring 2024 Regional Board Public Workshop.</li> <li>Task force to approve proposal and begin work on the 2026 Triennial Report.</li> </ul>	Future Task Force Meeting (virtual meeting) scheduled for March 6, 2025.
	TMDL Task 3 Watershed Monitoring Program	<ul> <li>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.</li> </ul>		

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	TMDL Task 4 Source Evaluation and Management	<ul> <li>MSAR TMDL Task Force meetings continued to be used as a forum for stakeholders to update Regional Board staff on their CBRP implementation activities.</li> <li>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.</li> <li>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.</li> </ul>	The MSAR Task force to discuss possible future special studies to investigate strategies for dry weather TMDL compliance. - Tier 1 Source Evaluation Update - Sediment Source Study	

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Lake Elsinore and Canyon Lake Nutrient TMDL Task Force	Implement TMDLs to address water quality issues relating to excess nutrients in Lake Elsinore and Canyon Lake.	<ul> <li>LESJWA continued Task Force administration including management and review of consultant contracts, project invoices, and annual Task Force budget.</li> <li>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.</li> <li>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.</li> <li>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&amp;CL TMDLs and provide technical support to the Task Force.</li> <li>Task Force consultants addressed additional comments from regional Board Legal Counsel to the Final Draft Basin Plan language and revisions to the TMDL Technical document.</li> <li>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.</li> </ul>	<ul> <li>Regional Board adoption hearing on the Revised LE&amp;CL TMDLs to be scheduled for February 14, 2025.</li> <li>SAWPA staff to prepare and finalize the FY 2025-26 LE&amp;CL TMDL Task Force budget</li> </ul>	Future Task Force Meeting (virtual meeting) scheduled for March 3, 2025.

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	TMDL Task 4 Monitoring Program	<ul> <li>WSP USA continued to implement the TMDL Compliance Monitoring Program for FY 2024-25.</li> <li>The City of Lake Elsinore continues to implement FHAB monitoring for Lake Elsinore.</li> </ul>		
	TMDL Task 9 Lake Elsinore TMDL Compliance Implementation Activities	<ul> <li>Work relating to the implementation of Lake Elsinore In-Lake Sediment Nutrient Reduction Plan performed in conjunction with the RCFC&amp;WCD MS4 Comprehensive Nutrient Reduction Plan continued.</li> <li>LEAMS Operators working with GEI Consultant on study to Evaluate Future Options for the Lake Elsinore Aeration and Mixing System.</li> </ul>	• Staff to begin work to prepare the 2024 LEAMS Nutrient Offset Accounting Report due to Regional Board and LEAMS Operators on August 2025.	No LEAMS Operators meeting (virtual meeting) Scheduled.
	TMDL Task 10 Canyon Lake TMDL Compliance Implementation Activities	<ul> <li>Work relating to the implementation of Canyon Lake In- Lake Sediment Treatment Evaluation performed in conjunction with the RCFC&amp;WCD MS4 program Comprehensive Nutrient Reduction Plan continues.</li> <li>Conducted Public workshop for Canyon Lake residents to inform them on and answer questions regarding the Alum Application.</li> </ul>	• Schedule spring 2025 Canyon Lake alum application for mid-March.	
	TMDL Task 11 Model Update	<ul> <li>No update.</li> </ul>		

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
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> <li>Released request for proposals the Santa Ana River Reach 3 Special Study to understand causes of rising Total Dissolved Solids.</li> <li>Worked on the procurement documents for annual groundwater data compilation, groundwater storage model analysis, and groundwater analytical tools.</li> <li>Task Force reviewed draft 2023 Annual Report of Santa Ana Water Quality.</li> <li>Consultant CWE collected quarterly Santa Ana River water quality samples at reaches 4 and 5.</li> </ul>	<ul> <li>monitoring work plan, to the Regional Board.</li> <li>Finalize 2023 Annual Report of Santa Ana Water Quality to be submitted to regional Board and Task Force stakeholders.</li> </ul>	February/March, Task Force meeting (virtual mtg). Scoping Committee meetings (TBD) to discuss procurement documents.
	Santa Ana River Watershed/Basin Integrated Report	• No work this quarter.	• None.	Next Integrated Report (IR) that will include Santa Ana River Watershed will be the 2030 IR that will likely be posted as draft in February 2029.
	Imported Water Rechargers Subcommittee	The Imported Water Recharger Subcommittee last held a meeting on May 25, 2022.	• 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.

PROJECT	DESCRIPTION		STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Emerging Constituents Program Task Force	Provide emerging constituents sampling report and watershed water quality outreach program	•	The EC Program Task Force meets on a quarterly basis and met on December 15, 2024. At the meeting, SAWPA coordinated with the regulatory consultant, KSC Inc. (Tess Dunham), on emerging issues related to microplastics.	• Finalize FYE 2026 and FYE 2027 Task Force budgets.	TBD, Task Force meeting in March 2025 (virtual mtg).
Reclamation So Cal Studies	Support regional studies with Bureau of Reclamation	•	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. Updates on this effort are discussed in the OWOW quarterly report under Prop 1 Round 1.	• 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.	•	Held Riverwalk over two days in October 2024. Prepared Staff performed quality control on the historic Riverwalk data to ensure the same level of quality as more recent data. Staff prepared and presented a FYE 2026 and FYE 2027 budget to the Task Force for approval.	<ul> <li>Distribute the draft Riverwalk Atlas.</li> <li>Implement pilot Riverwalk in 2025 quarter 1.</li> </ul>	Hold Team meeting in March 2025.

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Regional Water Quality Monitoring Task Force	Implement a coordinated regional water quality monitoring program in the Santa Ana River watershed to meet the requirements of the amended Recreational Use Water Quality Standards and Implementation Plan requirements of the Santa Ana Basin Plan, and to assist Regional Board with future triennial reviews of the Basin Plan.	<ul> <li>SAWPA continued Task Force Administration including management and review of consultant contracts, project invoices and annual Task Force budget.</li> <li>Task Force approved the FY 2025-26 RWQM Task Force budget</li> <li>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.</li> <li>Consultant continued efforts to update the Monitoring Program QAPP.</li> </ul>	• 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
Lake Elsinore and San Jacinto Watersheds Authority (LESJWA)	Support lake quality improvement projects at Lake Elsinore and Canyon Lake	<ul> <li>LESJWA hosted their bi-annual LESJWA Summit on April 30, 2024, at the City of Lake Elsinore. The event agenda included:         <ul> <li>Pilot Lake Treatability Study in Lake Elsinore to Reduce Harmful Algal Blooms (WSP)</li> <li>Regulatory Compliance (Tess Dunham)</li> <li>Alum Applications in Canyon Lake (Aquatechnex)</li> <li>Lake Elsinore Aeration and Mixing System (EVMWD)</li> <li>Exploring Nano Bubble Technology in Lake Elsinore (City of Lake Elsinore)</li> <li>Addressing HABs with Innovative Technology: A Solution for Lake Elsinore (AECOM)</li> </ul> </li> <li>LESJWA staff continued working with Water Systems Consulting, Inc. and LESJWA Member Agencies on the development of LESJWA's Strategic Plan.</li> </ul>	• Develop LESJWA Strategic Plan	LESJWA Board Meeting: Workshop on Strategic Plan March 20, 2025.

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
	Provide education and outreach	<ul> <li>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 December 17, 2024.</li> <li>DeGrave Communications updated the committee on the Canyon Lake Alum Application Public Workshop hosted in the City of Canyon Lake on September 23, 2024.</li> <li>LESJWA Staff informed the committee on a minor fish kill that occurred during the Canyon Lake alum application November 2024.</li> </ul>	• DeGrave Communications will be assisting staff in coordinating a presentation to inform residents on the Canyon Lake Alum Treatment project.	February 24, 2025, LESJWA Education & Outreach Meeting (virtual mgt). Canyon Lake Alum Treatment project:Spring 2025.

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Southern California Salinity Coalition (SCSC)	Support regional salt management and practices in Southern California	<ul> <li>The SCSC held its quarterly virtual meeting on November 26, 2024. Kevin Hardy, SCSC Administrator, officiated the meeting.</li> <li>Review SCSC's 2023 Federal Income Tax Return and SCSC's 2023 California Income Tax Return</li> <li>SCSC formation, Bylaws, and administration.</li> <li>2025 SCSC Roster of Directors and Alternate Directors</li> <li>Information item on: MWD Water Supply Conditions and TDS Report</li> </ul>	• Operations Committee: February 27, 2025	The next SCSC Board of Directors meeting is scheduled for March 6, 2025.
Santa Ana River Parkway and Open Space Plan Technical Advisory Committee	<ul> <li>Help identify priorities and values for the Santa Ana River Parkway and Open Space Plan</li> <li>Identify project selection criteria and projects for inclusion in the Parkway Plan</li> <li>Provide input and feedback on the Plan throughout its development</li> </ul>	<ul> <li>Staff coordinated with the Santa Ana River Conservancy staff on the quarterly Local Advisory Group meetings. A meeting was held on October 24, 2024.</li> <li>Staff presented a Santa Ana River Trail and Parkway update to the Orange County Water District board on November 5, 2024.</li> </ul>		Upcoming Local Advisory Group meeting on February 27, 2025.

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.	•	SAWPA submitted to the City of Riverside bi-monthly progress reports for the WECAN Eastside Climate Collaborative Program, this included the September 2024 and October 2024 (Report #21). The City of Riverside hosted an in- person meeting with the grant partners that make up the TCC Grant Program. Grant partners all presented summaries and goals of their projects through the end of the program. SAWPA attended the meeting and presented on the WECAN program. SAWPA joined Riverside Community Health Foundation at Patterson Park for the 9 <sup>th</sup> Annual of the Holiday Posada in the Eastside neighborhood of Riverside. Approximately 250 residents visited the booth and were educated on the program and given details of how to participate.	<ul> <li>Supporting outreach events hosted by program partners with flyers and materials to distribute to promote the program within the community.</li> <li>Submit bi-monthly progress reports for the Eastside Climate Collaborative Program by January 15<sup>th</sup> and March 15<sup>th</sup> for the upcoming quarter.</li> </ul>	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	•	Staff coordinated with SBVMWD on a partnership with the agency regarding the Headwaters Resiliency Partnership Task Force. Staff met with Forest Service staff on October 29, 2024.	Send out request to SAWPA member agencies for their infrastructure GIS shapefiles to assist Forest Service with their fire modeling.	Meet with Cleveland and San Bernardino National Forest staff for check-in meeting in the first quarter of 2025.

PROJECT	DESCRIPTION	STATUS	FUTURE TASKS/DEADLINES	FUTURE MEETINGS
Arundo Removal	Remove non-native plant species, particularly Arundo donax, using SAWPA's Arundo Removal mitigation bank credit funding	Staff continued working with Inland Empire Resource Conservation District (IERCD) on the Headwaters Arundo Removal Project. Staff and IERCD presented an update on the project to the Commission on November 5, 2024. Staff presented the concept of an Arundo Workgroup to the SAWPA member agency general managers in December 10, 2024.	• Coordinate with IERCD on property access needs in the upper Santa Ana River watershed.	Bi-monthly Santa Ana River Watershed Weed Management Area mtg to update them on the upper watershed project as well as the outreach material.

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#### **SAWPA Communications Report**

Subject:	Communications Highlights – January 1, 2025 – January 31, 2025
From:	Emily Fuentes
То:	Commission
Date:	February 20, 2025

#### Communications

- Staff worked in collaboration with the Planning Department to review and make recommendations for the eleven RFPs received for the CARP project.
- Staff worked with JPW consultants on monthly content for the Emerging Constituents Tasks Force group and two video scripts.
- Staff coordinated a radio interview for the General Manager with Robert Starr of The Toro Company.
- Staff provided research on ADA best practices and templates for the agency to update and unify branding efforts.
- Staff coordinated tour for Western Water Leaders: Follow the Drops Tour, providing video and photography for the group.
- Staff worked with partners (UCR and the Soboba Tribe of Indians) on their initial Work Plan for CARP.
- Staff attended the Women in Water Conference hosted by Elsinore Valley Water District.
- Staff served on the hosting sub-committee for the upcoming CAPIO Conference.
- Updates were posted to the Authority's social media channels. Follow SAWPA on social media:
  - o X: <u>https://twitter.com/SAWPA Water</u>
  - o Instagram: <u>https://www.instagram.com/sawpa\_water/</u>
  - LinkedIn: <u>http://www.linkedin.com/company/santa-ana-watershed-project-authority</u>
  - YouTube: <u>https://www.youtube.com/@SAWPATUBE</u>