



SANTA ANA WATERSHED PROJECT AUTHORITY

**REQUEST FOR PROPOSAL
For
INVESTMENT MANAGEMENT SERVICES**

MARCH 2025

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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 \$78.7 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
Total Cash and Investments	\$ 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 www.sawpa.gov. 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 include two documents – the General Services Agreement (GSA) and task orders (TO), both attached to this RFP.

4. SCOPE OF WORK

- A. Primary Scope Elements – 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 24 2025, at 5:00 p.m. Proposals must be submitted and uploaded onto PlanetBids at:

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

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 kwilliams@sawpa.gov.

7. PROPOSED SCHEDULE**Table 1: RFP Schedule Milestones**

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

*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. Review of Proposals**

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 et seq.;

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

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

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

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

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

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

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

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

ADOPTED this 20th day of June, 2024.

SANTA ANA WATERSHED PROJECT AUTHORITY

By:

DocuSigned by:
Bruce Whitaker
351DD07D533C4DC...

Bruce Whitaker, Chair

Attest:

DocuSigned by:
Sara Villa
722360135AC422...

Sara Villa, Clerk of the Board

Attachment: Statement of Investment Policy

SANTA ANA WATERSHED PROJECT AUTHORITY STATEMENT OF INVESTMENT POLICY

1.0 POLICY

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

2.0 SCOPE

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

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

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

3.0 PRUDENCE

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

4.0 OBJECTIVES

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

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

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

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

5.0 DELEGATION OF AUTHORITY

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

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

6.0 ETHICS AND CONFLICTS OF INTEREST

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

7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

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

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

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

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.0 REVIEW OF INVESTMENT PORTFOLIO

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

10.0 INVESTMENT POOLS/ MUTUAL FUNDS

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

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

11.0 COLLATERALIZATION

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

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

12.0 SAFEKEEPING AND CUSTODY

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

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

13.0 DIVERSIFICATION AND MAXIMUM MATURITIES

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

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

14.0 INTERNAL CONTROLS

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

15.0 PERFORMANCE STANDARDS

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

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

16.0 REPORTING

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

17.0 INVESTMENT POLICY ADOPTION

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



Karen L Williams
Chief Financial Officer
Santa Ana Watershed Project Authority

June 20, 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%).

BID PRICE: The price offered for securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OFFER: The price asked by a seller of securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF UNDERSTANDING

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

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

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

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

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

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

FIRM NAME _____

SIGNED _____

DATE _____

SANTA ANA WATERSHED PROJECT AUTHORITY
BROKERS/DEALERS QUESTIONNAIRE AND CERTIFICATION

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

1. Name of Firm _____

2. Address _____

(Local)

(National Headquarters)

3. Telephone No. _____

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

Name _____

Name _____

Telephone _____

Telephone _____

Years in institutional sales _____

Years in institutional sales _____

Years with firm _____

Years with firm _____

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

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

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

8. What is the net capitalization of your firm? _____

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

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

11. Please provide your wiring and delivery instructions. _____

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

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

Agencies (specify) _____

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

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

Entity	Contact Person	Telephone	Client Since
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

19. If yes, explain. _____

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

*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:

A handwritten signature in black ink that reads 'Karen Williams'.

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 Type	Security Type	CUSIP	Dealer	Purchase Date	Maturity Date	Call Date (if appl)	Par Value	Yield To Maturity	Investment Cost	Market Value Current Month	Unrealized Gain/(Loss)	Coupon Rate	Interest 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	06-09-28	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	06-30-28	No Call	\$ 1,000,000.00	4.020%	\$ 999,170.00	\$ 993,939.23	\$ (5,231)	4.000%	\$ 3,414.29
Agency	FHLB	3130AUT2	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	01-07-25	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	11-30-25	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	12-31-29	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	08-12-25	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	05-25-27	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	11-15-27	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	11-17-27	05-17-23	\$ 248,000.00	4.950%	\$ 248,000.00	\$ 248,008.70	\$ 9	4.950%	\$ 1,042.62
CD	Cooperativa Center FSU	21686MAA6	MBS	12-29-22	12-29-25	No Call	\$ 249,000.00	4.650%	\$ 249,000.00	\$ 249,961.38	\$ 961	4.650%	\$ 983.38
CD	Affinity Bank	00833JAA4	MBS	03-17-23	03-17-28	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	03-23-27	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	05-12-27	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	05-17-27	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	06-16-26	No Call	\$ 244,000.00	4.600%	\$ 244,000.00	\$ 245,100.89	\$ 1,101	4.600%	\$ 953.27
CD	Barclays Bank Delaware	06740KRW9	MBS	07-26-23	07-28-25	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	07-27-26	No Call	\$ 248,000.00	5.100%	\$ 248,000.00	\$ 251,017.08	\$ 3,017	5.100%	\$ 1,074.21
CD	Charlway Federal Credit Union	16141BAQ4	MBS	09-08-23	09-08-27	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	09-26-28	No Call	\$ 248,000.00	5.000%	\$ 248,000.00	\$ 254,257.27	\$ 6,257	5.000%	\$ 1,053.15
CD	Empower Fed Credit Union	291916AA2	MBS	09-29-23	09-29-27	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	09-29-28	No Call	\$ 248,000.00	5.100%	\$ 248,000.00	\$ 255,110.35	\$ 7,110	5.100%	\$ 1,074.21
CD	Numerica Credit Union	67054NBN2	MBS	11-10-23	11-10-26	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	11-16-26	No Call	\$ 248,000.00	5.450%	\$ 248,000.00	\$ 253,009.74	\$ 5,010	5.450%	\$ 1,147.93
CD	Members Trust of SW FCU	585899AG2	MBS	01-19-24	01-19-29	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	01-29-27	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	02-01-27	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	03-08-29	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	03-15-27	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	03-12-27	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	05-24-29	No Call	\$ 244,000.00	4.600%	\$ 244,000.00	\$ 247,291.00	\$ 3,291	4.600%	\$ 953.27
CD	First Foundation Bank	32026U5U6	MBS	05-22-24	05-22-29	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	01-10-30	No Call	\$ 249,000.00	3.850%	\$ 249,000.00	\$ 244,536.20	\$ (4,464)	3.850%	\$ 551.55
CD	Alliant Credit Union	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

Total Actively Invested Funds	\$ 14,172,000.00	\$ 14,125,976.56	\$ 14,140,906.94	\$ 14,930	3.544%	\$ 40,822.23
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Total Local Agency Investment Fund		\$ 59,168,787.17		4.366%	\$ 219,404.35
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Total Invested Cash	\$ 14,172,000.00	\$ 73,294,763.73		4.213%	\$ 260,226.58
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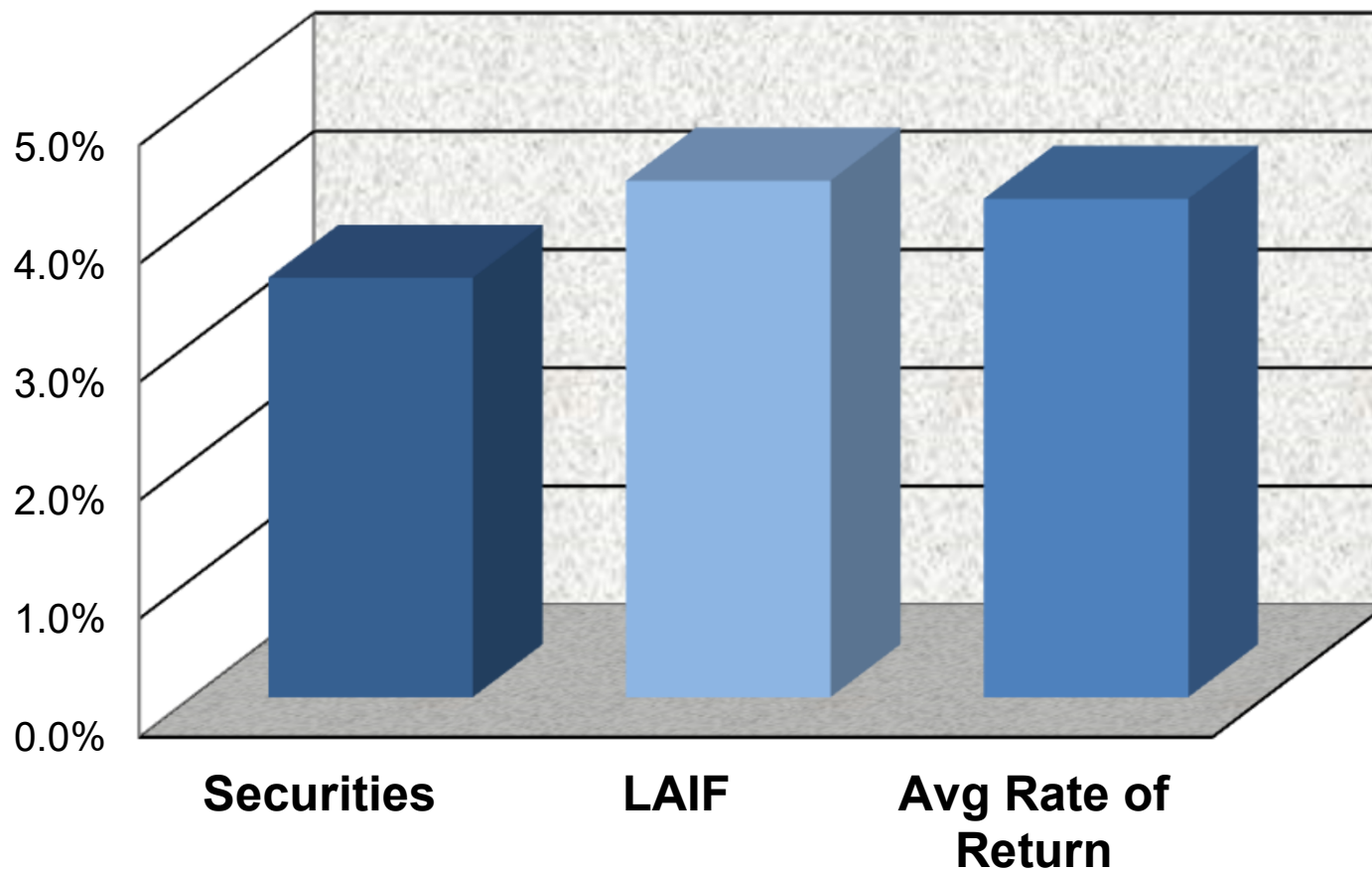
Key to Security Type:

FHLB	= Federal Home Loan Bank
FHLMC	= Federal Home Loan Mortgage Corporation
FNMA	= Federal National Mortgage Association
USTN	= US Treasury Note
CORP	= Corporate Note
CD	= Certificate of Deposit
GDB	= Goldman Sachs Bank
AEC	= American Express Centurion

Key to Dealers:

FCS	= FinaCorp Securities
MBS	= Multi-Bank Securities
MS	= Mutual Securities
RCB	= RBC Dain Rauscher
SA	= Securities America
TVI	= Time Value Investments
WMS	= Wedbush Morgan Securities

Interest Rate Analysis

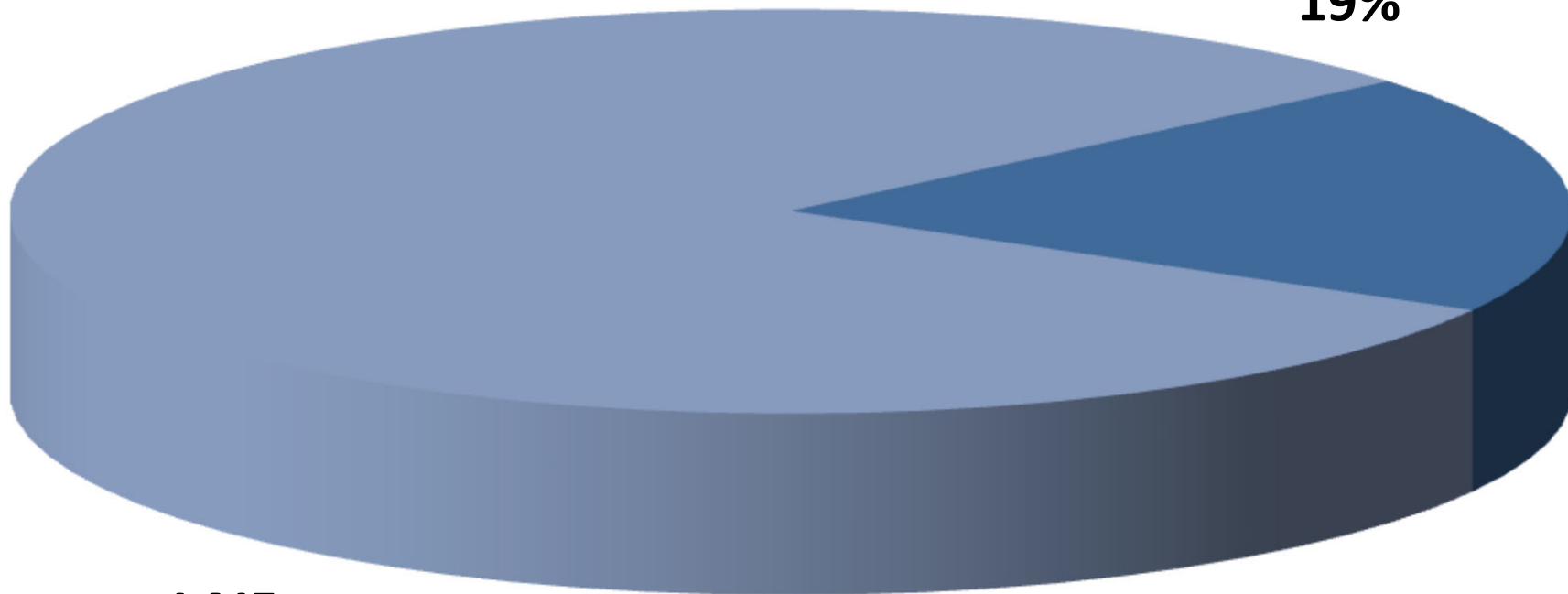


Jan'25

Investments

\$73,294,764

**Securities,
\$14,125,977,
19%**

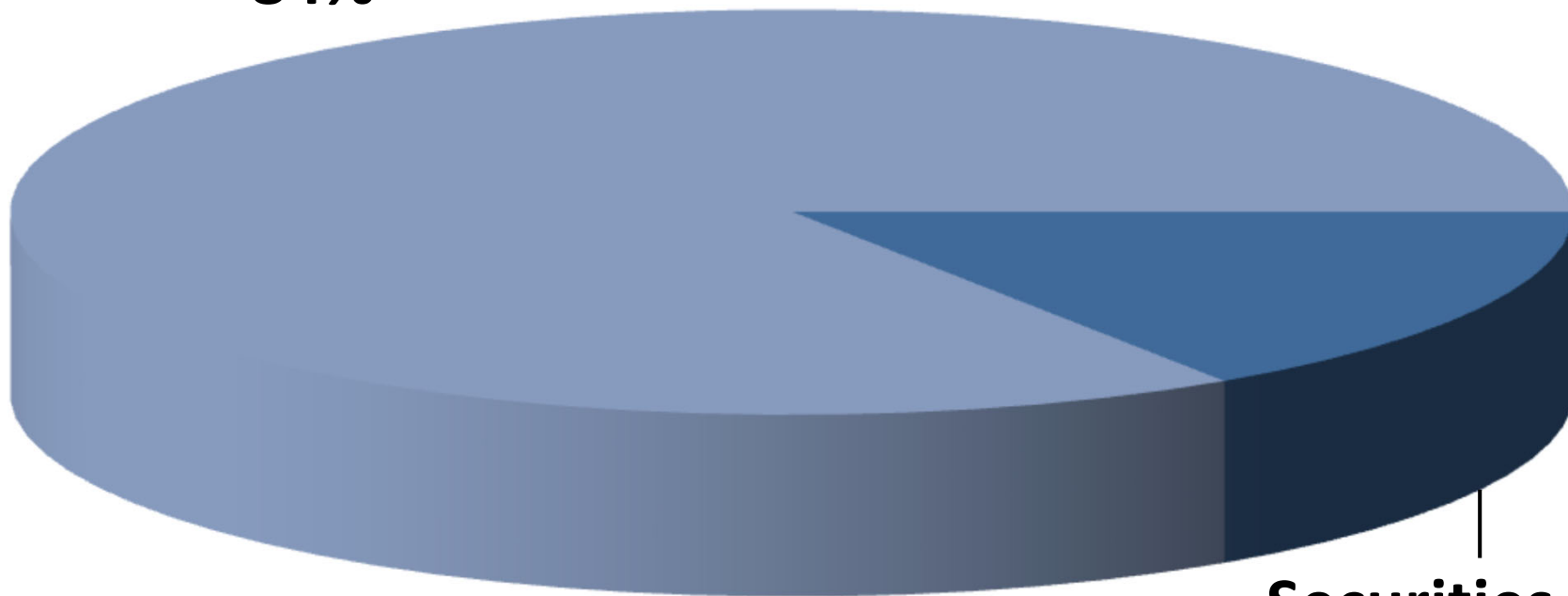


**LAIF,
\$59,168,787,
81%**

Jan'25

Interest
\$260,227

LAIF,
\$219,404,
84%



Securities,
\$40,822,
16%



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

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

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

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

ARTICLE II

SERVICES TO BE PERFORMED

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

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

ARTICLE III

COMPENSATION

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

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

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

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

ARTICLE IV

CONSULTANT OBLIGATIONS

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

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

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

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

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

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

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

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

4.04(b) If Claims Made Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

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

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

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

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

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

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

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

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

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

ARTICLE VIII

TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX

CONSULTANT STATUS

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

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

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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



**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 SOURCE: 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

xxxxx

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

Date

[CONSULTANTS NAME]

(Signature)

Date

Print/Type Name and Title