



SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

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

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

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
<ul style="list-style-type: none">• https://sawpa.zoom.us/j/88454605096	<ul style="list-style-type: none">• 1 (669) 900-6833
<ul style="list-style-type: none">• Meeting ID: 884 5460 5096	<ul style="list-style-type: none">• Meeting ID: 884 5460 5096

REGULAR COMMISSION MEETING TUESDAY, MAY 6, 2025 – 9:30 A.M.

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

and

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

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PUBLIC COMMENTS

Members of the public may address the Commission on items within the jurisdiction of the Commission; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

Members of the public may make comments in-person or electronically for the Commissions' consideration by sending them to publiccomment@sawpa.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, May 5, 2025. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Commission.

4. ITEMS TO BE ADDED OR DELETED

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

5. CONSENT CALENDAR

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

- A. APPROVAL OF MEETING MINUTES: APRIL 15, 20257
Recommendation: Approve as posted.

- B. **TREASURER'S REPORT: MARCH 2025**.....13
Recommendation: Approve as posted.

6. NEW BUSINESS

- A. **LEGAL SERVICES REQUEST FOR QUALIFICATIONS (RFQ) UPDATE (CM#2025.35)**....19
Presenter: Jeff Mosher
Recommendation: That the Commission provide direction on the process to review the responses to the Legal Services RFQ.
- B. **LESJWA STRATEGIC PLAN (CM#2025.36)**.....53
Presenter: Rick Whetsel
Recommendation: Receive and file.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

- A. **COMMUNICATIONS REPORT**83
Presenter: Jeff Mosher
- B. **GENERAL MANAGER REPORT**
Presenter: Jeff Mosher
- C. **CHAIR'S COMMENTS/REPORT**
- D. **COMMISSIONERS' COMMENTS**
- E. **COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS**

8. CLOSED SESSION

- A. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (one case) (claim for benefits).

9. CLOSED SESSION REPORT

10. ADJOURNMENT

PLEASE NOTE:

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email svilla@sawpa.gov 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.gov, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on May 1, 2025, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, California.

2025 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

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

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

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SAWPA COMPENSABLE MEETINGS

In addition to Commission meetings, Commissioners and Alternate Commissioners will receive compensation for attending the meetings listed below, pursuant to the Commission Compensation, Expense Reimbursement, and Ethics Training Policy.

IMPORTANT NOTE: These meetings are subject to change. Prior to attending any meetings listed below, please confirm meeting details by viewing the website calendar using the following link:

<https://sawpa.gov/sawpa-calendar/>

MONTH OF: MAY 2025

DATE	TIME	MEETING DESCRIPTION	LOCATION
5/6/25	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
5/19/25	1:30 AM	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	Virtual/Teleconference
5/22/25	11:00 AM	OWOW Steering Committee Mtg	Virtual/Teleconference
5/22/25	1:30 PM	Basin Monitoring Program Task Force Mtg	Hybrid (SAWPA & Virtual/Teleconference)

MONTH OF: JUNE 2025

DATE	TIME	MEETING DESCRIPTION	LOCATION
6/3/25	8:30 AM	PA 23 Committee Mtg	Hybrid (EMWD, 2270 Trumble Road, Perris, CA 92570 & Virtual/Teleconference)
6/3/25	10:00 AM	PA 24 Committee Mtg	Hybrid (EMWD, 2270 Trumble Road, Perris, CA 92570 & Virtual/Teleconference)
6/9/25	9:30 AM	MSAR TMDL Task Force Mtg	Virtual/Teleconference
6/10/25	8:30 AM	PA 22 Committee Mtg	TBD
6/19/25	4:00 PM	LESJWA Board of Directors Mtg	Hybrid (Elsinore Valley MWD, 31315 Chaney Street, Lake Elsinore, CA 92530 & Virtual/Teleconference)

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

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**SAWPA COMMISSION
REGULAR MEETING MINUTES
APRIL 15, 2025**

COMMISSIONERS PRESENT

Mike Gardner, Chair, Western Municipal Water District
Gil Botello, Vice Chair, San Bernardino Valley Municipal Water District
Philip E. Paule, Secretary-Treasurer, Eastern Municipal Water District
Jasmin A. Hall, Inland Empire Utilities Agency
Denis Bilodeau, Orange County Water District [via – zoom]

COMMISSIONERS ABSENT

None

**COMMISSIONERS PRESENT:
NON-VOTING**

T. Milford Harrison, San Bernardino Valley Municipal Water District
Fred Jung, Orange County Water District [via – zoom]

STAFF PRESENT

Jeff Mosher, Karen Williams, David Ruhl, Rachel Gray, Shavonne Turner, John Leete, Pete Vitt, Ian Achimore, Haley Gohari, Sara Villa, Emily Fuentes, Marie Jauregui, Natalia Gonzalez, Zyanya Ramirez

OTHERS PRESENT

Thomas S. Bunn, Lagerlof, LLP; Nick Kanetis, Eastern Municipal Water District; Eddie Lin, Inland Empire Utilities Agency; Lisa Haney, Orange County Water District; John Kennedy, Orange County Water District; Carly Pierce, Western Municipal Water District; Mallory O'Connor, Western Municipal Water District; Adekunle Ojo, San Bernardino Valley Municipal Water District; Gene Hernandez, Yorba Linda Water District

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PUBLIC COMMENTS

There were no public comments.

4. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

5. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: APRIL 1, 2025

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

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

6. NEW BUSINESS

A. MIDDLE SANTA ANA RIVER PATHOGEN TMDL TASK FORCE REGULATORY SUPPORT (CM#2025.31)

Rachel Gray provided a presentation on the Middle Santa Ana River (MSAR) Pathogen TMDL Task Force Regulatory Support, contained in the agenda packet on pages 27-36.

Ms. Gray provided an overview of the MSAR TMDL Task Force's efforts on focusing on improving water quality by assessing and addressing pollution sources while ensuring compliance with regulatory requirements, and ongoing activities related to water quality management in the region, with a primary focus on addressing E. coli pollution sources and managing wet weather impacts. Tess Dunham of Kahn, Soares & Conway, LLP has been instrumental in facilitating the regulatory aspects of the task force's work, coordinating with the Santa Ana Regional Water Quality Control Board, and ensuring the continuation of necessary activities, such as permit updates and participation in statewide water quality projects.

On behalf of the MSAR TMDL Task Force and SAWPA staff it is recommended that Ms. Dunham services continue and attend the task force meetings, engage with the Santa Ana Regional Water Quality Control Board, support the Basin Plan amendment process, and work on regional and statewide water quality permits and initiatives, including the regional MS4 permit.

Commissioner Botello reported that he attends the MSAR Task Force meetings and commended Ms. Dunham's efforts and noted that she is deeply knowledgeable and does an excellent job in breaking down complex issues into understandable terms and her leadership has helped move the task force forward in terms of collaboration and decision-making.

MOVED, that the Commission authorizes the General Manager to execute the following:

1. General Services Agreement with Kahn, Soares & Conway, LLP, and
2. Task Order No. KSC384-04 with Kahn, Soares & Conway, LLP for an amount not to exceed \$141,500, to provide strategic and regulatory support for the Middle Santa Ana River Pathogen TMDL Task Force for FY 2025-26 and FY 2026-27.

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

B. SANTA ANA RIVER WATERSHED CLIMATE ADAPTATION AND RESILIENCE PLAN – ENGAGEMENT AND MEMBER AGENCY INVOLVEMENT (CM#2025.32)

Haley Gohari provided a presentation on the Santa Ana River Watershed Climate Adaptation and Resilience Plan (CARP), contained in the agenda packet on pages 39-56.

Ms. Gohari provided an overview of the CARP Grant consultant support to include public agency, tribal, and community engagement. The key strategies of the CARP were outlined, led by Woodard and Curran, who will develop a comprehensive adaptation and resilience plan and a digital platform to host data, analyses, and outcomes. Coordination with tribal and community engagement efforts will be led by SAWPA, Soboba, and UCR (on behalf of ISC3). The engagement will focus on reviewing reference materials. Planning and executing workshops per agency service area. Developing assessments (risk, vulnerability), adaptation strategies, and resilience portfolios. Establishing metrics and incorporating findings from all engagement efforts into the final plan.

On April 7, Woodard & Current held a kickoff meeting with all grant partners to provide a comprehensive project overview. During the meeting, they shared the project timeline and schedule, introduced a meeting plan focused on engagement coordination, and gave progress updates. This session helped all grant partners understand their specific roles and how they fit into the overall development of the CARP.

For tribal engagement, Soboba has developed its own work plan incorporating culturally relevant engagement methods such as talking circles, breakout sessions, and presentations during tribal conferences, workshops, and similar gatherings. Notable upcoming events include the Regional Tribal Operations Committee in June, the EPA Region 9 Tribal Conference in October, and coordination efforts through Native American Environmental Protection programs. Soboba will also engage directly with other tribes within the watershed. Digital tools, including a survey, will support their outreach and build on the existing vulnerability assessment work they have already begun.

Community engagement is being led by UCR (ISC3). They have created a community-specific work plan that includes developing community surveys, creating an engagement calendar, collaborating with the Community Advisory Panels (CAP), and identifying community-based organizations to support watershed-wide outreach efforts. Their work is designed to ensure that community voices are well-represented in the planning process.

Ms. Gohari noted that the member agency involvement is structured around regular opportunities for oversight and input. Agencies will engage through quarterly Planning Managers Meetings and Technical Advisory Committee (TAC) sessions. These meetings will allow members to participate in reviewing reference materials, planning and attending workshops, and providing feedback on major deliverables such as technical memos and draft plan components. Specific quarterly milestones include sharing initial data requests and engagement steps in March, presenting the public agency engagement plan in July, updating on digital presence and reference material summaries in September, and presenting risk and vulnerability assessments in December. Each meeting offers an opportunity for agency staff and stakeholders to provide guidance and input as work progresses.

The TAC will play a key advisory role by offering technical insights and reviewing findings from public engagement. It aims to include representatives from a variety of sectors to ensure a multi-jurisdictional, multi-benefit approach to identifying local and regional projects. These efforts are all part of the broader goal of developing an implementable CARP that supports regional resilience and collaboration across the watershed. The first TAC meeting is scheduled for April 28, 2025, and will focus on reviewing reference materials and initiating the data request process. This meeting marks an important step in engaging TAC members and aligning their input with CARP development.

Ms. Gohari reported that SAWPA staff are developing an inventory of existing plans and reference documents. A formal data request will be distributed to member agencies and public agency stakeholders to collect any climate-related materials not already captured. This

collective input will ensure the plan reflects comprehensive and locally relevant data. Woodard & Curran will then produce an annotated summary that synthesizes the reviewed materials. Public agency workshops will be organized by member agency service area and will adopt a hybrid format participation to maximize accessibility and engagement. These workshops will be supported by surveys to gather additional input and will cover key CARP components including risk and vulnerability assessments, adaptation strategies, and resilience portfolios. Member agencies are expected to actively participate in the workshops and help identify additional sub-agencies or stakeholders who should be engaged in the planning process.

SAWPA staff will be sharing several key documents for member agency review. These include the full Woodard & Curran work plan, public agency engagement plan, and summaries of both community and tribal engagement efforts. Member agencies will also have the opportunity to review various draft CARP components, such as compiled risks and vulnerabilities (both at the service area and watershed level), the full vulnerability assessment and matrix, summarized outcomes from community and tribal engagement, adaptation strategies, and resilience portfolios. Additional materials include the digital presence, a set of metrics and indicators to track progress, funding strategies to support implementation, and both draft and final versions of the CARP.

The next steps include finalizing and distributing the Woodard & Curran work plan and engagement plans for review. The upcoming April 28th meeting will also kick off the formal data request process, ensuring a strong foundation of reference materials to guide the planning work ahead.

Commissioner Hall suggested incorporating a review of survey findings into the TAC meetings or planning manager sessions to help ensure that input from across the region is integrated into the planning process. Commissioner Botello suggested incorporating an executive summary to capture all the key highlights of the plan, this summary could serve as a quick reference or presentation tool.

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

7. INFORMATIONAL REPORTS

Recommendation: Receive for Information.

A. CASH TRANSACTIONS REPORT – FEBRUARY 2025

Presenter: Karen Williams

B. INTER-FUND BORROWING – FEBRUARY 2025 (CM#2025.33)

Presenter: Karen Williams

C. PERFORMANCE INDICATORS/FINANCIAL REPORTING – FEBRUARY 2025

Presenter: Karen Williams

D. PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, FEBRUARY 2025

Presenter: Karen Williams

E. PROJECT AGREEMENT 25 – ROUNDTABLE FUND – FINANCIAL REPORT, FEBRUARY 2025

Presenter: Karen Williams

F. STATE LEGISLATIVE REPORT

Presenter: Jeff Mosher

G. GENERAL MANAGER REPORT

Jeff Mosher reported that responses to the Investment Management Request for Proposals are due April 24th, and staff have secured commitments from the member agencies staff to participate in the selection committee.

The Legal Services Request for Qualifications is also due on April 24th, there has been discussion about Commission involvement, and there are a couple of process options that Mr. Mosher will discuss with Chair Gardner. Mr. Mosher noted that this week is Rachel Gray's last week at SAWPA and asked her to share what her new role will be.

Ms. Gray informed the Commission that she will be assuming the role of Executive Director at the Central Valley Salinity Coalition. This is an exciting opportunity and is eager to continue advancing the critical work of salinity management on a broader scale. Ms. Gray noted that she is deeply grateful for the invaluable experience and knowledge she is gained at SAWPA, and this chapter has prepared her well for the journey ahead.

Commissioner Paule reported that he has had the privilege of working with Ms. Gray at two different organizations and can confidently say she exemplifies professionalism in every sense. Her expertise, commitment, and steady leadership in initiatives of this nature are truly unparalleled and commended her for all her efforts.

H. CHAIR'S COMMENTS/REPORT

Chair Mike Gardner reported that Senate Bill 72, authored by Senator Caballero, passed its first policy committee with unanimous support. There is no hearing date thus far, though it is headed to the Senate Appropriations Committee next month.

I. COMMISSIONERS' COMMENTS

There were no Commissioners' comments.

J. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

8. CLOSED SESSION

There was no Closed Session.

9. ADJOURNMENT

There being no further business for review, Chair Mike Gardner adjourned the meeting at 9:59 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, May 6, 2025.

Mike Gardner, Chair

Attest:

Sara Villa, Clerk of the Board

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Santa Ana Watershed Project Authority



Finance Department

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

March 2025

During the month of March 2025, the Agency's actively managed temporary idle cash earned a return of 3.582%, representing interest earnings of \$43,255. Additionally, the Agency's position in overnight funds L.A.I.F. generated \$232,084 in interest, resulting in \$275,339 of interest income from all sources. Please note that this data represents monthly earnings only and does not indicate actual interest received. There were zero (0) investment positions purchased, zero (0) positions sold, zero (0) positions 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.

April 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

March 31, 2025

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

Investment	Security		Purchase	Maturity	Call Date	Yield To	Investment	Market Value	Unrealized	Coupon	Interest		
Type	Type	CUSIP	Dealer	Date	Date	(if appl)	Par Value	Maturity	Cost	Current Month	Gain/(Loss)	Rate	Earned
Agency	FHLB	3130ATHWO	WMS	11-04-22	09-10-27	No Call	\$ 1,000,000.00	4.125%	\$ 991,965.00	\$ 1,005,006.87	\$ 13,042	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	\$ 500,924.60	\$ (1,580)	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	\$ 1,001,857.69	\$ 2,688	4.000%	\$ 3,414.29
Agency	FHLB	3130ATUT2	MBS	01-09-25	12-14-29	No Call	\$ 500,000.00	4.451%	\$ 501,058.00	\$ 509,180.22	\$ 8,122	4.500%	\$ 1,890.15
Agency	FNMA	3135G05X7	WMS	10-30-20	08-25-25	No Call	\$ 1,000,000.00	0.460%	\$ 995,952.00	\$ 984,838.39	\$ (11,114)	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	\$ 975,039.06	\$ (7,461)	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	\$ 993,190.10	\$ 3,464	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	\$ 1,017,148.44	\$ 26,048	4.375%	\$ 3,887.45
CD	Beal Bank USA	07371DEV5	MBS	08-17-22	08-12-26	No Call	\$ 245,000.00	3.200%	\$ 245,000.00	\$ 242,086.29	\$ (2,914)	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	\$ 244,115.11	\$ (885)	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	\$ 241,502.82	\$ (4,497)	3.200%	\$ 668.58
CD	Morgan Stanley Private Bank	61768UAT4	MBS	11-15-22	11-15-27	No Call	\$ 248,000.00	5.000%	\$ 248,000.00	\$ 248,245.25	\$ 245	5.000%	\$ 1,053.15
CD	Prime Alliance Bank	74160NJF8	MBS	11-17-22	11-17-27	No Call	\$ 248,000.00	4.950%	\$ 248,000.00	\$ 248,044.44	\$ 44	4.950%	\$ 1,042.62
CD	Cooperative Center FSU	21686MAA6	MBS	12-29-22	12-29-25	No Call	\$ 249,000.00	4.650%	\$ 249,000.00	\$ 249,836.76	\$ 837	4.650%	\$ 983.38
CD	Affinity Bank	00833JQAQ	MBS	03-17-23	03-17-28	No Call	\$ 248,000.00	4.900%	\$ 248,000.00	\$ 253,376.24	\$ 5,376	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	\$ 247,370.67	\$ 4,371	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	\$ 251,573.96	\$ 2,574	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	\$ 251,333.28	\$ 2,333	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	\$ 245,376.28	\$ 1,376	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	\$ 243,635.27	\$ 635	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	\$ 251,199.65	\$ 3,200	5.100%	\$ 1,074.21
CD	Chartway Federal Credit Union	16141BAQ4	MBS	09-08-23	09-08-27	No Call	\$ 248,000.00	5.000%	\$ 248,000.00	\$ 253,165.67	\$ 5,166	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	\$ 255,062.22	\$ 7,062	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	\$ 253,858.90	\$ 5,859	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	\$ 255,885.36	\$ 7,885	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	\$ 253,635.25	\$ 5,635	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	\$ 253,336.96	\$ 5,337	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	\$ 247,919.86	\$ (1,080)	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	\$ 250,389.30	\$ 1,389	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	\$ 249,291.75	\$ 292	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	\$ 250,147.62	\$ 1,148	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	\$ 251,350.24	\$ 2,350	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	\$ 250,929.48	\$ 1,929	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	\$ 248,390.58	\$ 4,391	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	\$ 248,385.39	\$ 4,385	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	\$ 246,057.24	\$ (2,943)	3.850%	\$ 814.20
CD	Alliant Credit Union	01882MAD4	MBS	12-30-22	12-30-25	No Call	\$ 248,000.00	5.100%	\$ 248,000.00	\$ 249,670.58	\$ 1,671	5.100%	\$ 1,074.21
Total Actively Invested Funds						\$	14,172,000.00		\$ 14,125,976.56	\$ 14,222,357.79	\$ 96,381	3.582%	\$ 43,255.19
Total Local Agency Investment Fund								\$	63,357,221.93			4.313%	\$ 232,083.58
Total Invested Cash						\$	14,172,000.00		\$ 77,483,198.49			4.179%	\$ 275,338.77

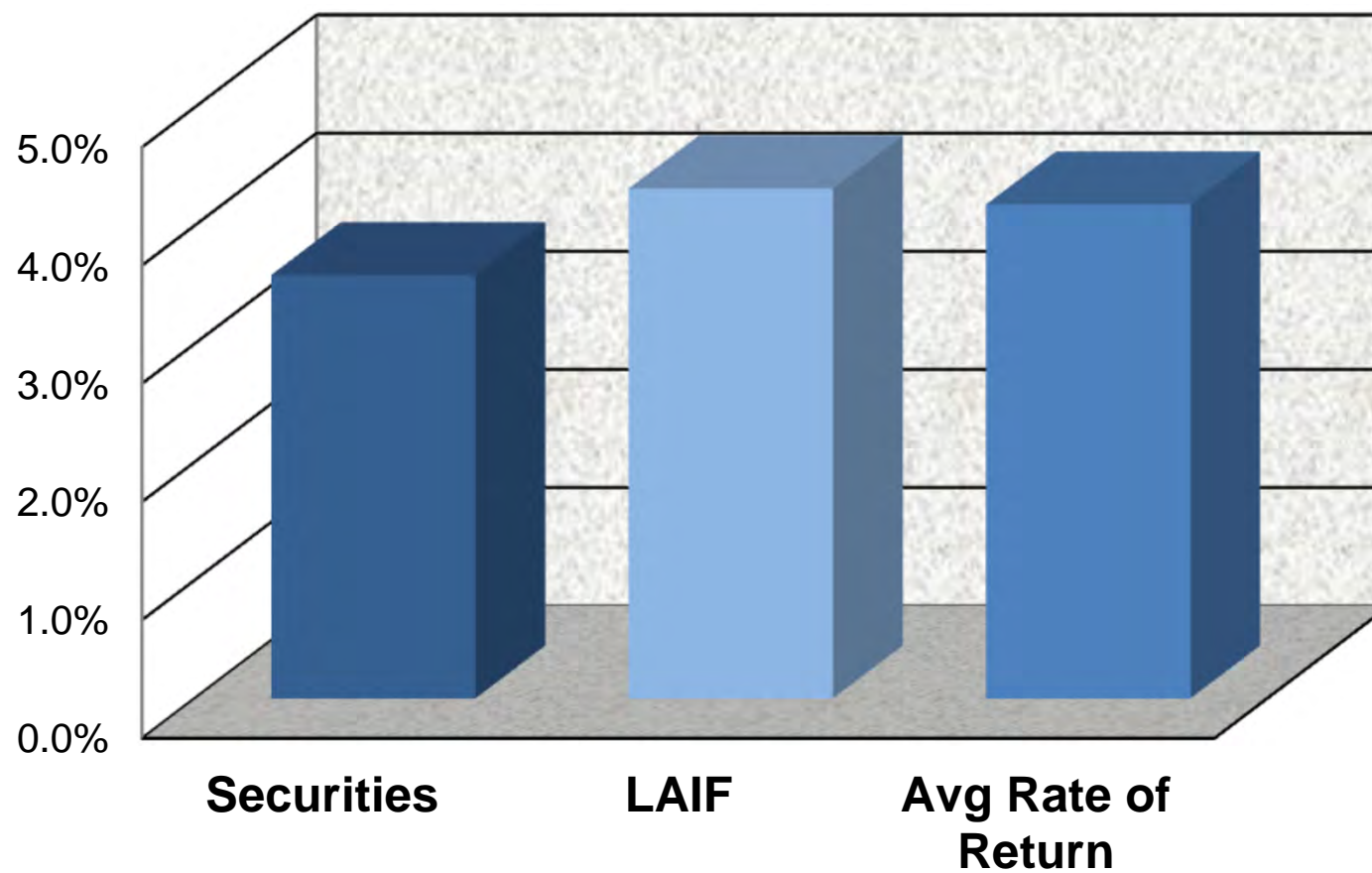
Key to Security Type:

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

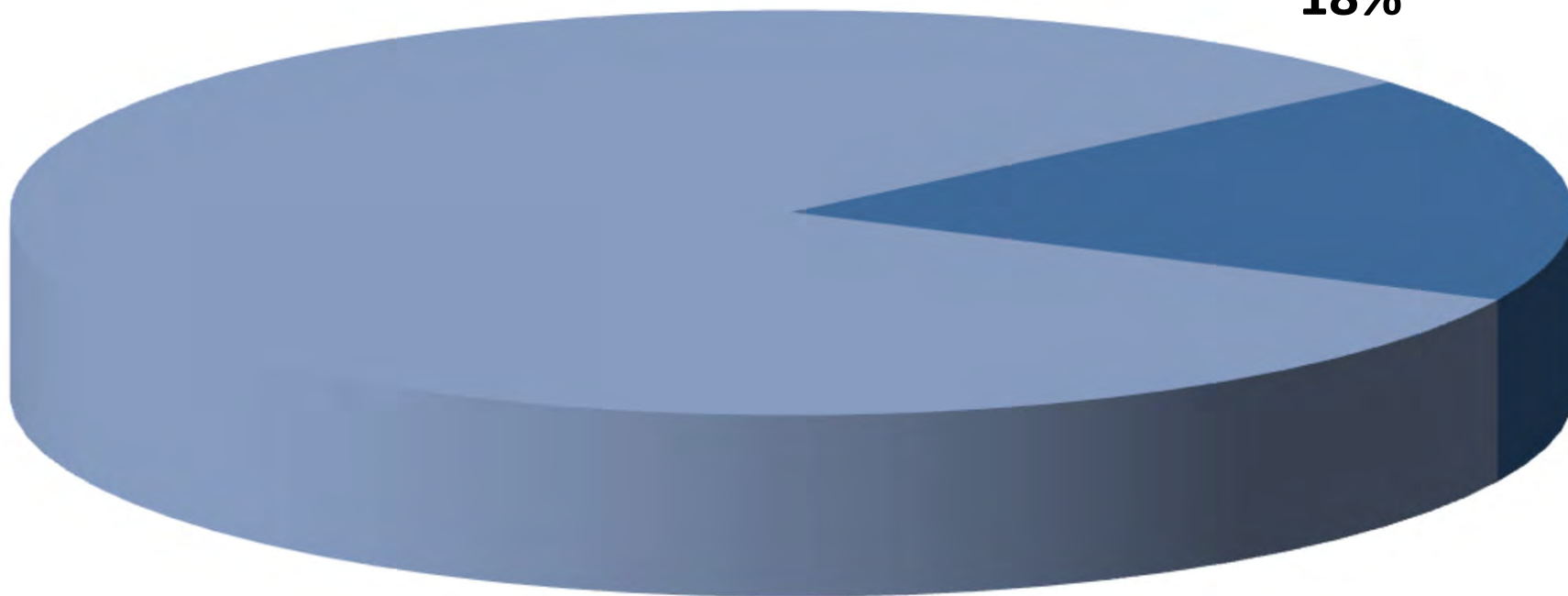
Interest Rate Analysis



Investments

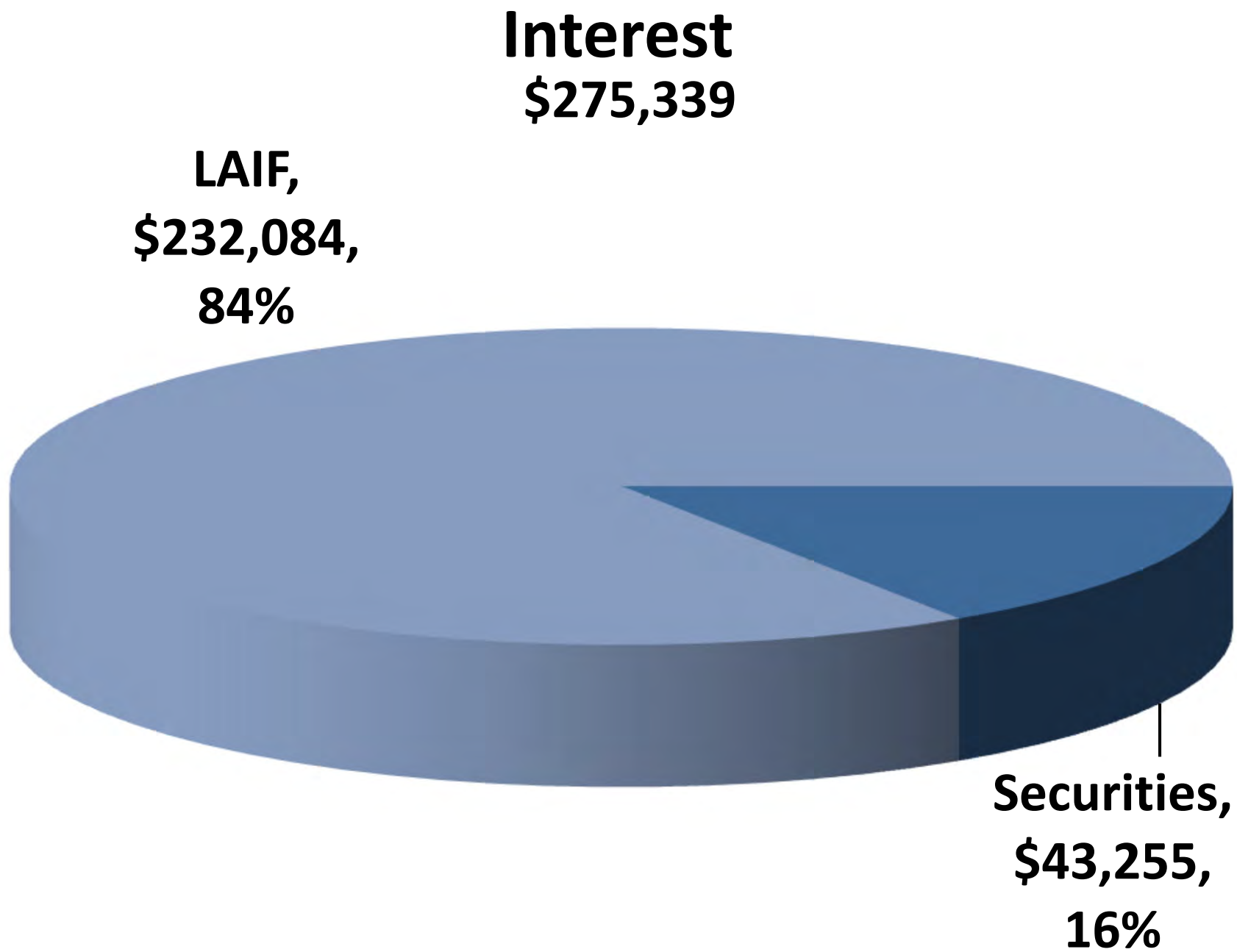
\$77,483,198

**Securities,
\$14,125,977,
18%**



**LAIF,
\$63,357,222,
82%**

Mar'25



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COMMISSION MEMORANDUM NO. 2025.35

DATE: May 6, 2025
TO: SAWPA Commission
SUBJECT: Legal Services Request for Qualifications (RFQ) Update
PREPARED BY: Jeff Mosher, General Manager

RECOMMENDATION

That the Commission provide direction on the process to review the responses to the Legal Service RFQ.

DISCUSSION

The following timeline has been completed:

- Release of RFQ March 13, 2025
- Proposals Due Date April 24, 2025

The following firms submitted proposals:

- Atkinson, Andelson, Loya, Ruud & Romo (Irvine, CA)
- Colantuono, Highsmith, Whatley, PC (Pasadena, CA)
- Donal and Associates (Culver City, CA)
- Lagerlof LLP (Pasadena, CA)
- Lewis Brisbois (Los Angeles, CA)
- Liebert Cassity Whitmore (Los Angeles, CA)

The review criteria will be as follows:

1. Qualifications and Experience (Firm and Personnel)
2. References
3. Local Office
4. Price & Payment Terms
5. Exceptions Taken to RFQ
6. Quality of Qualification Submittal

The proposed approach for the review of proposals is as follows:

- Selection Committee
 - Mike Gardner, SAWPA Commission Chair
 - Jeff Mosher, General Manager
 - Karen Williams, Deputy General Manager / CFO
- Review of Proposals
- Screening Interviews (online)
- Recommendation for Commission (June 3 or June 17, 2025, Commission Meeting)

RESOURCE IMPACTS

The FYE 2026 and FYE 2027 budgets contain funds for consultant legal services.

Attachments:

1. RFQ
2. Presentation

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SANTA ANA WATERSHED PROJECT AUTHORITY

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

AS NEEDED LEGAL SERVICES

MARCH 2025

11615 Sterling Avenue | Riverside, California 92503

**SAWPA
REQUEST FOR QUALIFICATIONS (RFQ)
For
AS NEEDED LEGAL SERVICES**

NOTICE TO SUBMITTING FIRMS

Qualification Submittals for the RFQ as described herein, will be submitted at <https://vendors.planetbids.com/portal/52676/bo/bo-search>, or via email to Karen Williams (kwilliams@sawpa.gov) as a single Adobe Acrobat (PDF) file, not more than 20 pages long (not including cover letter, exhibits and resumes), and not more than 20 megabytes in size.

All qualification submittals must be received by **5:00 p.m. on April 24, 2025**. Firms are responsible for ensuring all email communication has been received by Karen Williams (kwilliams@sawpa.gov). Any Addenda issued to the RFQ will be posted on Planet Bids <https://vendors.planetbids.com/portal/52676/bo/bo-search>, or by email if requested.

Responding firms may submit qualifications for all or some of the legal services described. If additional information is needed, submit questions via the Q&A Tab of the RFQ For As Needed Legal Services at <https://vendors.planetbids.com/portal/52676/bo/bo-search> or via email to Karen Williams (kwilliams@sawpa.gov).

Any changes to this RFQ are invalid unless specifically modified by SAWPA and issued as a separate addendum document. Should there be any question as to changes to the content of this document, SAWPA's copy shall prevail. It is the submitting firm's sole responsibility to ensure that their qualification submittal, inclusive of any or all addenda, is received at the proper place at the proper time. SAWPA will not accept submittals after the due date/time listed above.

SECTION I – PROJECT INTRODUCTION AND OVERVIEW

A. GENERAL OVERVIEW

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

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

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

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

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

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

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

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

Typical legal activities:

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

B. PURPOSE OF REQUEST FOR QUALIFICATIONS

SAWPA is issuing this Request for Qualifications (RFQ) to select a qualified firm to provide the requested legal services which from time to time are required. Quality of documents prepared and legal advice, as well as efficiency of delivery are paramount. Services provided by a single firm is preferred but not required.

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

C. HOW THE SELECTED CONSULTANT WILL BE UTILIZED

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

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

D. PROJECT SPECIFIC DATES

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

Description	Date
Release of RFQ	March 13, 2025
Deadline for Written Questions Regarding RFQ	March 20, 2025
Responses to Written Questions Regarding RFQ	March 25, 2025
Qualification Submittal Due Date 5:00 p.m.	April 24, 2025
Qualification Submittal Review and Short List	April 30, 2025
Interviews (if required)	TBD
Selection Recommendation to Commission, Possible Agreement Approval	May 20, 2025
Finalize Agreement, Start Work	June 16, 2025

E. SELECTION CRITERIA

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

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

F. EVALUATION AND SELECTION PROCESS

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

SECTION II – SUBMITTAL REQUIREMENTS

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

- B. SAWPA reserves the right to withhold award of contract for a period of one hundred and twenty (120) days following RFQ opening. All submittals received are considered firm for that 120-day period.
- C. A General Services Agreement (GSA) (Attachment A) incorporating the terms and conditions contained herein will be sent to the successful firm(s). Any additional terms and conditions requested by firm must be submitted at the time of your response as part of **Exhibit E** (Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.
- D. SAWPA may make such investigations as it deems necessary to determine the ability of the firm to provide the goods and/or service as specified, and the firm shall furnish to SAWPA, as is commercially reasonable, all such information and data for this purpose. SAWPA may discuss or negotiate with one or more firms prior to award and reserves the right to reject any submittal.
- E. Any questions as to the meaning of the scope of work and/or technical specifications or other pre-qualifications submittal documents must be submitted in writing via the Q & A Tab of the RFQ For As Needed Legal Services at <https://vendors.planetbids.com/portal/52676/bo/bo-search> or via email to Karen Williams (kwilliams@sawpa.gov) by the deadline provided in Section C. All addenda so issued shall become part of the contract documents. Under no circumstances may the firm contact any other department for clarification or interpretation of any requirements herein.
- F. SAWPA reserves the right to reject any or all qualification submittals, either separately or as a whole and to waive any informality in a qualification submittal or to accept any qualification submittal presented which it deems best suited to the interest of SAWPA, and is not to be bound to accept the lowest price.
- G. The cost for developing the qualifications submittal is the sole responsibility of the firm. All submittals shall become the property of SAWPA.
- H. Be advised that all information contained in qualification submittal in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

SECTION III – SCOPE OF WORK

Legal Services

A. OBJECTIVE

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

B. FOCUS

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

C. EXAMPLE TASKS

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

Recurring

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

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

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

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

EXHIBIT A

REFERENCES

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

REFERENCE #1

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

REFERENCE #2

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

REFERENCE #3

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

EXHIBIT B <u>LIST OF SUBCONTRACTORS</u>
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[illegible]

EXHIBIT C
SANTA ANA WATERSHED PROJECT AUTHORITY
PRICE FORM

Item	Title (Description)	Hourly Rates
1		\$ _____
2		\$ _____
3		\$ _____
4		\$ _____
5		\$ _____

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

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

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

PROPOSERS:

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

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

EXHIBIT D

PROPOSER'S BUSINESS INFORMATION

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: _____
2. Length of time at current location: _____
3. List types and business license number(s): _____

4. California State Contractor's License number: _____
5. Names and titles of all officers of the firm: _____

6. Is your firm a sole proprietorship doing business under a different name?
YES ☐ or NO ☐
7. If yes, please indicate sole proprietorship name and the name you are
doing business under: _____

8. Please indicate your Federal Tax Number: _____
9. Is your firm incorporated? YES ☐ or NO ☐
10. Name and remittance address that will appear on invoices: _____

11. Physical Address: _____

EXHIBIT E

ADDITIONS, DELETIONS AND/OR EXCEPTIONS

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

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

[illegible]

Attachment A



**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 subcontractors.

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.).



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: xxx
Acct. Description: xxx

COMMITTEE AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES () NO ()
Authorization: [Date]; CM#2025.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
XXXX

II. SCOPE OF WORK / TASKS TO BE PERFORMED
Consultant shall provide all labor, materials, and equipment for 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. All such invoices shall be sent via-email to Apinvoices@sawpa.gov, or as otherwise directed in writing by SAWPA.

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/Consultant.
- 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



Legal Services RFQ Update

Commission Meeting

Item Number 6.A

May 6, 2025

Recommendation

- That the Commission provide direction on the process to review the responses to the Legal Services RFQ.

Legal Services RFQ

- Release of RFQ March 13, 2025
- Proposals Due Date April 24, 2025



SANTA ANA WATERSHED PROJECT AUTHORITY

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

AS NEEDED LEGAL SERVICES

MARCH 2025

11615 Sterling Avenue | Riverside, California 92503

RFQ Responses

- The following firms submitted proposals:
 - Atkinson, Andelson, Loya, Ruud & Romo (Irvine, CA)
 - Colantuono, Highsmith, Whatley, PC (Pasadena, CA)
 - Donal and Associates (Culver City, CA)
 - Lagerlof LLP (Pasadena, CA)
 - Lewis Brisbois (Los Angeles, CA)
 - Liebert Cassity Whitmore (Los Angeles, CA)

RFQ Proposals Review Approach

- The proposed approach for the review of proposals is as follows:
 - Selection Committee
 - Mike Gardner, SAWPA Commission Chair
 - Jeff Mosher, General Manager
 - Karen Williams, Deputy General Manager / CFO
 - Review of Proposals
 - Screening Interviews (online)
 - Recommendation for Commission:
 - June 3 or June 17, 2025, Commission Meeting

Recommendation

- That the Commission provide direction on the process to review the responses to the Legal Service RFQ.

COMMISSION MEMORANDUM NO. 2025.36

DATE: May 6, 2025

TO: SAWPA Commission

SUBJECT: LESJWA Strategic Plan

PREPARED BY: Rick Whetsel, Interim Administrative Manager for LESJWA

RECOMMENDATION

Receive and file.

DISCUSSION

On April 17, 2025, the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) Board of Directors approved the LESJWA Strategic Plan. This plan, facilitated by WSC, Inc., was developed through an iterative eliciting input from LESJWA agency staff and the LESJWA Board of Directors. Engagement included the following collaborative process to refine LESJWA's strategic direction:

- Board Workshop: Established a shared understanding of vision and mission; began goals discussion.
- Goals Sessions with LESJWA Member Agencies: Gathered insights and perspectives from all LESJWA member agencies.
- Two LESJWA Member Agency Staff Review Workshops: Refined goals, vision, and mission with input from all LESJWA member agencies.
- Final Board & Staff Review Workshop: Review and finalize the strategic plan together.

This process supports alignment, shared commitment, and a strong foundation for the future. This plan includes the following components:

- Vision: A long-term aspiration that defines LESJWA's desired future.
- Mission: A clear statement of LESJWA's purpose and core responsibilities.
- Values: The guiding principles that shape decision-making and actions.
- Goals: Broad outcomes that LESJWA aims to achieve.
- Objectives: Specific measurable steps to accomplish each goal.

BACKGROUND

February through April 2023, the Board of Directors discussed options on whether to update the LESJWA Business Plan to reflect strategic priorities or possibly develop a new Workplan that provides focus and direction for the LESJWA Board; and directed staff to update the 2014 LESJWA Business Plan and include strategic priorities reflecting feedback of LESJWA Board members, LE/CL TMDL Task Force consultants and staff.

In August 2023, the Board of Directors directed staff to issue a Request for Proposals (RFP) for Strategic Plan Facilitator Consultant Services.

In October 2023, the Board of Directors authorized LESJWA staff to execute an Agreement for Services with Water Systems Consulting, Inc. (WSC, Inc.) for Strategic Plan Facilitator Consultant Services in an amount not-to-exceed \$61,600.

RESOURCE IMPACTS.

None.

Attachments:

1. LESJWA Strategic Plan
2. PowerPoint presentation

LAKE ELSINORE & SAN JACINTO
WATERSHEDS AUTHORITY



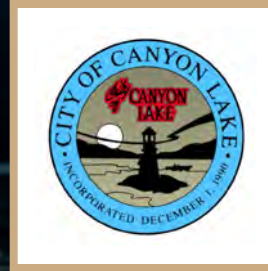
City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

HEALTHY LAKES, CONNECTED COMMUNITIES:

A Strategic Plan for the San Jacinto River Watershed 2025

The Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) is a joint powers authority comprised of five member agencies: City of Canyon Lake, City of Lake Elsinore, County of Riverside, Elsinore Valley Municipal Water District, and the Santa Ana Watershed Project Authority. This Strategic Plan continues that legacy by unifying our efforts around a shared vision, mission, and a set of guiding values and goals. It is a commitment that reflects LESJWA's collaborative spirit and long-standing dedication to protecting Canyon Lake and Lake Elsinore.

This document presents our key strategic elements in a concise, clear format. Our overarching aim is to provide a framework that drives results while honoring the unique character of our watershed. Through collaboration with partner agencies, local communities, and various stakeholders, we strive to ensure that our lakes remain resilient, healthy, and welcoming for current and future generations.



Background

LESJWA's role in managing these vital water resources has evolved over time, guided by scientific research and shaped by community needs. In developing this updated Strategic Plan, we revisited our former plan, gathered feedback from member agencies and stakeholders, and re-examined the physical and social factors impacting Canyon Lake, Lake Elsinore, and the surrounding watershed.

The process built upon decades of experience in addressing water quality challenges, implementing remediation efforts, and balancing competing interests in the watershed. Informed by lessons learned and successes achieved, this new plan incorporates the latest data and methodologies to keep our lakes healthy in the face of climate uncertainties, growing populations, and changing economic conditions.

Purpose of the Plan

The purpose of this Strategic Plan is to provide a focused blueprint for action—one that outlines key priorities, fosters partnerships, and aligns all participants on a common path. By articulating a unifying vision, a clear mission, and well-defined goals, LESJWA ensures that future initiatives reflect shared values, meet community needs, and deliver measurable progress in environmental stewardship.

VISION

MISSION

LESJWA is the beacon that drives community and ecological success in the San Jacinto River Watershed.

What the Vision Means

A vision paints a long-term picture of our desired future. For LESJWA, it means becoming the guiding force that unites agencies, stakeholders, and communities under the shared goal of achieving a healthy watershed—one that nurtures both the natural environment and local livelihoods. It serves as our north star, inspiring us to continuously innovate and collaborate for the overall success of the region.

Sustain the health of Canyon Lake and Lake Elsinore to enhance water quality, recreational opportunities, and regional economic viability.

Why the Mission Is Important

While the Vision is our aspiration, the Mission is our day-to-day compass. It sets out the core responsibilities we must fulfill—protecting water quality, supporting recreational experiences, and sustaining economic vitality. This ensures that each program, partnership, and project we pursue remains firmly rooted in practical, results-driven work that serves our watershed's communities and ecosystems.

VALUES



Stewardship

Prioritize actions and decisions that maintain public health and improve water quality.



Collaboration

Work together across agencies, regulators, organizations, and communities, maintaining transparent communication to achieve common goals.



Sustainability

Commit to long-term environmental health and economic prosperity, building the capacity of our lakes and watershed to thrive under changing conditions.



Financial Prudence

Consistently seek the most advantageous outcomes when funding, supporting, and achieving our goals.



Sound Decision-Making

Use scientific research and data-driven approaches to guide our decisions.



How Values Guide LESJWA

Values reflect the core principles that govern how LESJWA operates and makes decisions. They anchor everything from planning to on-the-ground actions, ensuring that we remain accountable and that our approach is transparent, equitable, and thoughtful. These values foster trust with our partners, stakeholders, and the public, reinforcing the integrity of our work.

GOALS

Why Goals Matter

Our goals translate the Vision, Mission, and Values into actionable priorities. Each goal targets a key area of focus, ranging from clarifying what “healthy lakes” means in measurable terms to securing the resources needed for long-term resiliency. By defining clear objectives, we can more effectively gauge progress, adjust strategies, and build on successes as conditions and challenges evolve.

- 1. Define what constitutes healthy lakes and promote efforts to meet that definition.
- 2. Strengthen collaboration and data sharing between agencies, communities, and the upper watershed.
- 3. Improve the long-term sustainability of the lakes by adapting to the impacts of climate uncertainties and evolving environmental challenges.
- 4. Promote a culture of transparency and accountability.
- 5. Secure and leverage funding for watershed projects, ensuring long-term financial sustainability.
- 6. Investigate promising technologies to advance the stewardship of the lakes.

GOAL 1

Goal-Specific Action Items

The follow pages include initiatives and strategies LESJWA may pursue in support of each goal. These items reflect a collaborative approach that engages expert panels, local communities, regulatory partners, and other stakeholders

Define what constitutes healthy lakes and promote efforts to meet that definition.

Describe What Defines Healthy Lakes

- Establish a clear understanding and definition of what constitutes a healthy lake. This sets the foundation for all subsequent efforts.

Define Healthy Lakes from Stakeholder Perspectives

- Identify and define the beneficial uses of the lake from various agencies, cities, and stakeholder perspectives.

Develop an Approach to Define Lake Metrics for Healthy Lakes

- Independent expert panel to define short-, mid-, and long-term options for achieving healthy lakes.

Develop a Work Plan and Schedule

- Create a detailed plan for LESJWA and partners outlining specific actions (including mitigation and treatment options), milestones, and timelines to achieve the defined Healthy Lakes.

Implement Projects and a Monitoring Program

- Execute the projects and establish a monitoring program to ensure ongoing assessment and maintenance of the lakes' health.

GOAL 2

Strengthen collaboration and data sharing between agencies, communities, and the upper watershed.

Streamline Processes and Reduce Inefficiencies

- Communicate and coordinate with member agencies on information sharing.

Strengthen Collaboration Among LESJWA Member Agencies

- Hold quarterly planning managers' meetings.

Engage Watershed Stakeholders

- Provide regular presentations at stakeholder events.
- Engage with Lake Elsinore and Canyon Lake TMDL Task Force stakeholders on a watershed approach.

Educate and Inform the Public

- Create and update a public dashboard.
- Host and attend local community events with all members.

GOAL 3

Improve the long-term sustainability of the lakes by adapting to the impacts of climate uncertainties and evolving environmental challenges.

Conduct Sustainability Assessment of Lakes

- Assess the impacts of climate change and environmental challenges on the lakes and local communities.

Participate in SAWPA Climate Adaptation and Resilience Plan Development

- Define climate risks, vulnerabilities, and adaptation strategies that support the vision of Healthy Lakes.

Evaluate Historical Trends and Model Future Climate Change Scenarios

- Combining historical data with future forecasts provides a comprehensive approach to lake management in support of achieving the vision of Healthy Lakes.

GOAL 4

Promote a culture of transparency and accountability.

Establish Clear Roles and Responsibilities

- LESJWA Board of Directors
- LESJWA Member Agencies
- LESJWA/SAWPA Staff
- LE/CL TMDL Task Force Stakeholders

Encourage Active Involvement in Decision-making

- LESJWA Member Agencies

Promote Integrity and Transparency in Organizational Actions and Decisions

- Provides a forum for open communication to facilitate collaborative decision-making

GOAL 5

Secure and leverage funding for watershed projects, ensuring long-term financial sustainability.

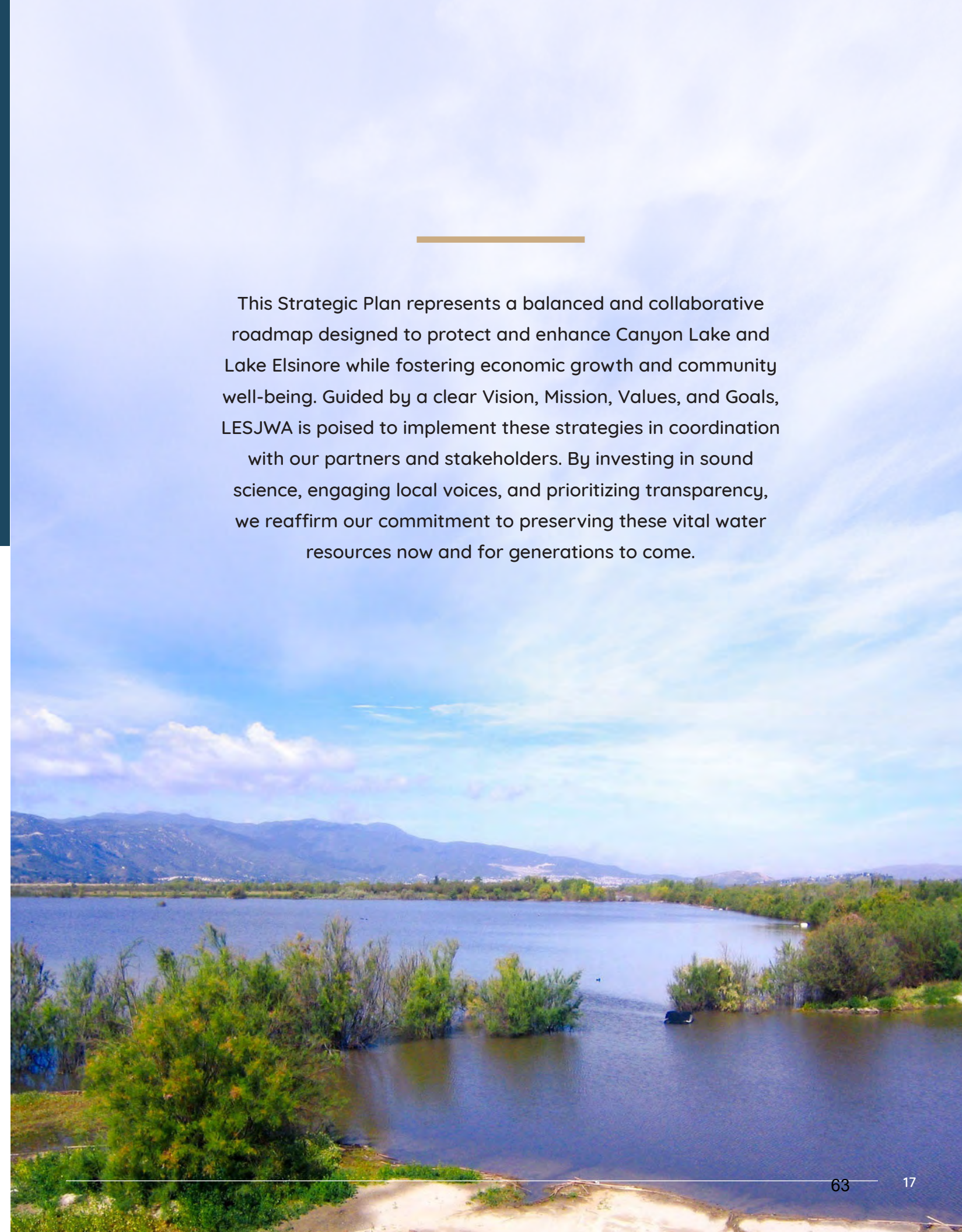
- Develop Budget to Reflect LESJWA Goals
- Develop Cost-Share Agreements as Needed
- Identify Additional Funding Partners, Including Within the Upper Watershed
- Pursue Grant Funding Based on Defined Need and Approach

GOAL 6

Investigate promising technologies to advance the stewardship of the lakes.

- Convene an Independent Expert Panel to Develop a Roadmap for Healthy Lakes
- Facilitate Regular Engagement Between Member Agencies and Advanced Technology Experts
- Support Pilot Projects to Rigorously Test Available Technologies

This Strategic Plan represents a balanced and collaborative roadmap designed to protect and enhance Canyon Lake and Lake Elsinore while fostering economic growth and community well-being. Guided by a clear Vision, Mission, Values, and Goals, LESJWA is poised to implement these strategies in coordination with our partners and stakeholders. By investing in sound science, engaging local voices, and prioritizing transparency, we reaffirm our commitment to preserving these vital water resources now and for generations to come.



LAKE ELSINORE & SAN JACINTO
WATERSHEDS AUTHORITY



City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

mywatersheds.com



LESJWA Healthy Lakes, Connected Communities: A Strategic Plan for the San Jacinto River Watershed

Commission Meeting
Item No. 6.B
Rick Whetsel
Interim Administrative Manager
May 6, 2025

LESJWA Strategic Plan

Early 2023, the Lake Elsinore and San Jacinto Watersheds Authority Board (LESJWA) of Directors initiated an effort to develop a LESJWA Strategic Plan.

Key Elements

- Revisited our former plan,
- Gathered feedback from member agencies and stakeholders, and
- Re-examined the physical and social factors impacting Canyon Lake, Lake Elsinore, and the surrounding watershed.

Purpose of the Plan

- Provide a focused blueprint for action
- Outline key priorities,
- Fosters partnerships, and
- Aligns all participants on a common path

Contract: Water Systems Consulting, Inc. (WSC, Inc.)

Engagement Process

LESJWA agency staff and the LESJWA Board of Directors engaged in a collaborative process to refine LESJWA's strategic direction:

- **Board Workshop:** Established a shared understanding of vision and mission; began goals discussion.
- **Goals Sessions with LESJWA Member Agencies:** Gathered insights and perspectives from all LESJWA member agencies.
- **Two LESJWA Member Agency Staff Review Workshops:** Refined goals, vision, and mission with input from all LESJWA member agencies.
- **Final Board & Staff Review Workshop (Today):** Reviewing and finalizing the strategic plan together.

This process supports alignment, shared commitment, and a strong foundation for the future.

Strategic Plan Elements

A well-structured strategic plan includes five key components:

- **Vision:** A long-term aspiration that defines LESJWA's desired future.
- **Mission:** A clear statement of LESJWA's purpose and core responsibilities.
- **Values:** The guiding principles that shape decision-making and actions.
- **Goals:** Broad outcomes that LESJWA aims to achieve.
- **Objectives:** Specific, measurable steps to accomplish each goal.

These elements work together to guide LESJWA's efforts in sustaining and improving the watershed.

**LESJWA is the beacon that drives
community and ecological success in the
San Jacinto River Watershed.**

Vision

Sustain the health of Canyon Lake and Lake Elsinore to enhance water quality, recreational opportunities, and regional economic viability.

Mission

1. **Stewardship** - Prioritize actions and decisions that maintain public health and improve water quality.
2. **Collaboration** - Work together across agencies, regulators, organizations, and communities, maintaining transparent communication to achieve common goals.
3. **Sustainability** - Commit to long-term environmental health and economic prosperity, building the capacity of our lakes and watershed to thrive under changing conditions.
4. **Financial Prudence** - Consistently seek the most advantageous outcomes when funding, supporting, and achieving our goals.
5. **Sound Decision-Making** - Use scientific research and data-driven approaches to guide our decisions.

Values

Overview of Goals

1. Define what constitutes healthy lakes and promote efforts to meet that definition.
2. Strengthen collaboration and data sharing between agencies, communities, and the upper watershed.
3. Improve the long-term sustainability of the lakes by adapting to the impacts of climate uncertainties and evolving environmental challenges.
4. Promote a culture of transparency and accountability.
5. Secure and leverage funding for watershed projects, ensuring long-term financial sustainability.
6. Investigate promising technologies to advance the stewardship of the lakes.

GOAL 1

Define what constitutes healthy lakes and promote efforts to meet that definition.

Describe What Defines Healthy Lakes

- Establish a clear understanding and definition of what constitutes a healthy lake. This sets the foundation for all subsequent efforts.

Define Healthy Lakes from Stakeholder Perspectives

- Identify and define the beneficial uses of the lake from various agencies, cities, and stakeholder perspectives.

Develop an Approach to Define Lake Metrics for Healthy Lakes.

- Independent expert panel to define short-, mid-, and long-term options for achieving healthy lakes.
- **Potential** metrics:
 - TP/TN
 - Chlorophyll-a
 - Ammonia
 - DO
 - Clarity
 - Odor
 - Algal Blooms
 - Lake Closure
 - Fish Kills

Develop a Work Plan and Schedule

- Create a detailed plan for LESJWA and partners outlining specific actions (including mitigation and treatment options), milestones, and timelines to achieve the defined Healthy Lakes.

Implement Projects and a Monitoring Program

- Execute the projects and establish a monitoring program to ensure ongoing assessment and maintenance of the lakes' health.

GOAL 2

Strengthen collaboration and data sharing between agencies, communities, and the upper watershed.

Streamline Processes and Reduce Inefficiencies

- Communicate and coordinate with member agencies on information sharing.

Strengthen Collaboration Among LESJWA Member Agencies

- Hold quarterly planning managers' meetings.

Engage Watershed Stakeholders

- Provide regular presentations at stakeholder events.
- Engage with Lake Elsinore and Canyon Lake TMDL Task Force stakeholders on a watershed approach.

Educate and Inform the Public

- Create and update a public dashboard.
- Host and attend local community events with all members.

GOAL 3

Improve the long-term sustainability of the lakes by adapting to the impacts of climate uncertainties and evolving environmental challenges.

Conduct Sustainability Assessment of Lakes

- Assess the impacts of climate change and environmental challenges on the lakes and local communities.

Participate in SAWPA Climate Adaptation and Resilience Plan Development

- Define climate risks, vulnerabilities, and adaptation strategies that support the vision of Healthy Lakes.

Evaluate Historical Trends and Model Future Climate Change Scenarios

- Combining historical data with future forecasts provides a comprehensive approach to lake management in support of achieving the vision of Healthy Lakes.

GOAL 4

Promote a culture of transparency and accountability.

Establish Clear Roles and Responsibilities

- LESJWA Board of Directors
- LESJWA Member Agencies
- LESJWA/SAWPA Staff
- LE/CL TMDL Task Force Stakeholders

Encourage Active Involvement in Decision-making

- LESJWA Member Agencies

Promote Integrity and Transparency in Organizational Actions and Decisions

- Provides a forum for open communication to facilitate collaborative decision-making

GOAL 5

Secure and leverage funding for watershed projects, ensuring long-term financial sustainability.

Develop Budget to Reflect LESJWA Goals

Develop Cost-Share Agreements as Needed

Identify Additional Funding Partners, Including Within the Upper Watershed

Pursue Grant Funding Based on Defined Need and Approach

GOAL 6

Investigate promising technologies to advance the stewardship of the lakes.

Convene an Independent Expert Panel to Develop a Roadmap for Healthy Lakes

Facilitate Regular Engagement Between Member Agencies and Advanced Technology Experts

Support Pilot Projects to Rigorously Test Available Technologies

Next Steps

- Implement Plan
- Goal 1 - Define what constitutes healthy lakes and promote efforts to meet that definition.

GOAL 1

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Questions

Thank You

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SAWPA Communications Report

Date: May 1, 2025
To: Commission
From: Emily Fuentes
Subject: **Communications Highlights**

Communications

- Staff presented to Healthy Jurupa Valley's Collaborative Meeting, to a group of more than 80 political, community, educational, and business leaders from several surrounding cities. Presenting alongside Western Water, Jurupa Community Services District, and Rubidoux Community Services District, each group was able to share information about water-related programs impacting residents in the region.
- Staff worked with students and staff at Cal Tech to schedule General Manager Jeff Mosher for a speaking engagement at the university.
- Staff filmed and photographed content of the Brineline for future marketing materials.
- Staff created content for the California IE Water Magazine featuring SAWPA programs and projects.
- Staff met with multiple Community Based Organizations regarding their involvement with CARP.
- Staff planned the Spring All-Hands Event for staff, focusing on staff accomplishments over the past quarter, including the Brineline Master Plan, Winter Riverwalk, and Pyrite Canyon Tour for pretreatment staff.
- Staff coordinated event planning for Regional Women in Water event on April 23rd, hosted by SAWPA.
- Updates were posted to the Authority's social media channels. Follow SAWPA on social media:
 - X: https://twitter.com/SAWPA_Water
 - Instagram: https://www.instagram.com/sawpa_water/
 - LinkedIn: <http://www.linkedin.com/company/santa-ana-watershed-project-authority>
 - YouTube: <https://www.youtube.com/@SAWPATUBE>