

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:					
 https://sawpa.zoom.us/j/89001578939 	• 1 (669) 900-6833					
Meeting ID: 890 0157 8939	Meeting ID: 890 0157 8939					

REGULAR COMMISSION MEETING TUESDAY, AUGUST 5, 2025 – 9:30 A.M.

at

San Bernardino Valley Municipal Water District Board Room 380 E. Vanderbilt Way San Bernardino, CA 92408

and

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

and

Desert Vista Community Center 10360 Sun City Boulevard Las Vegas, NV 89134

AGENDA

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Mike Gardner, Chair)
- 2. ROLL CALL
- 3. PUBLIC COMMENTS

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

Members of the public may make comments in-person or electronically for the Commissions' consideration by sending them to publiccomment@sawpa.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, August 4, 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.	All mat	ISENT CALENDAR Iters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the ission by one motion as listed below.
	A.	APPROVAL OF MEETING MINUTES: JULY 15, 2025
	В.	TREASURER'S REPORT: JUNE 2025
6.	NEW	/ BUSINESS
	A.	ALTERNATIVE OPTIONS FOR THE ARUNDO DONAX REMOVAL IN THE SANTA ANA RIVER BASIN HEADWATERS PROJECT (CM#2025.56) Presenter: lan Achimore Recommendation: It is recommended that the Commission review and discuss the information presented regarding various Arundo Donax treatment methods and direct staff to receive and file.
	B.	SANTA ANA RIVER CONSERVATION AND CONJUNCTIVE USE PROGRAM – WATER USE EFFICIENCY PROGRAM FINALIZATION (CM#2025.57)
7.		DRMATIONAL REPORTS mmendation: Receive for information.
	A.	COMMUNICATIONS REPORT
	В.	GENERAL MANAGER REPORT Presenter: Karen Williams
	C.	CHAIR'S COMMENTS/REPORT
	D.	COMMISSIONERS' COMMENTS
	E.	COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS
8.	<u>CLO</u>	SED SESSION

9. CLOSED SESSION REPORT

Title: General Manager

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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 July 31, 2025, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at the following locations: SAWPA's office at 11615 Sterling Avenue, Riverside, CA 92503 | SBVMWD's Office at 380 E. Vanderbilt Way, San Bernardino, CA 92408 | 601 N. Ross Street, Room 327, Santa Ana, CA 92701 | Desert Vista Community Center at 10360 Sun City Boulevard, Las Vegas, NV 89134.

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	21/25 Regular Commission Meeting		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	5/20/25 Regular Commission Meeting - IEUA		Regular Commission Meeting - EMWD
5/13 – 5/15	5/25 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 - SBVMWD
September	r	October	
9/2/25	Commission Workshop	10/7/25	Commission Workshop
9/16/25	Regular Commission Meeting	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.

<u>IMPORTANT NOTE</u>: 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: AUGUST 2025

DATE	TIME	E MEETING DESCRIPTION LOCATION							
8/5/25	8:30 AM	PA 23 Committee Mtg	CANCELLED						
8/5/25	10:00 AM	PA 24 Committee Mtg	Hybrid (San Bernardino Valley Municipal Water District, 380 East Vanderbilt Way, San Bernardino, CA 92408 & Virtual/Teleconference)						
8/20/25	1:00 PM	Lake Elsinore/Canyon Lake TMDL Task Force Mtg	Virtual/Teleconference						
8/21/25	4:00 PM	LESJWA Board of Directors Mtg	Hybrid (Elsinore Valley MWD, 31315 Chaney Street, Lake Elsinore, CA 92530 & Virtual/Teleconference)						

MONTH OF: SEPTEMBER 2025

DATE	TIME	MEETING DESCRIPTION	
9/2/25	10:00 AM	PA 24 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
9/9/25	8:30 AM	PA 22 Committee Mtg	Hybrid (SAWPA & Virtual/Teleconference)
9/25/25	11:00 AM	OWOW Steering Committee Mtg	Virtual/Teleconference

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

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NON-VOTING

SAWPA COMMISSION REGULAR MEETING MINUTES JULY 15, 2025

<u>COMMISSIONERS PRESENT</u> Mike Gardner, Chair, Western Municipal Water District

Gil Botello, Vice Chair, San Bernardino Valley Municipal Water

District [via - zoom]

David Slawson, Alternate, Eastern Municipal Water District

Jasmin Hall, Inland Empire Utilities Agency

Denis Bilodeau, Orange County Water District [via - zoom]

COMMISSIONERS ABSENT Philip E. Paule, Eastern Municipal Water District

COMMISSIONERS PRESENT: T. Milford Harrison, San Bernardino Valley Municipal Water District

[via – zoom]

Fred Jung, Alternate, Orange County Water District [via – zoom]

STAFF PRESENT Karen Williams, Shavonne Turner, Dean Unger, John Leete, Ian

Achimore, Sara Villa, Alison Lewis, Natalia Gonzalez, Marie

Jauregui, Emily Fuentes, Haley Gohari

OTHERS PRESENT Thomas S. Bunn, Lagerlof, LLP; John Kennedy, Orange County

Water District; Lisa Haney, Orange County Water District; Valerie Amezcua, Orange County Water District Carly Pierce, Western Municipal Water District; Ryan Shaw, Western Municipal Water District; Adekunle Ojo, San Bernardino Valley Municipal Water District; Gene Hernandez; Yorba Linda Water District; Tom Lindsey, Yorba Linda Water District; Mia Corral Brown, Chandler Asset

Management; Vivian Trinh, San Bernardino Community College District; Michael Boccadoro, West Coast Advisors; Beth Olhasso,

West Coast Advisors

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 Western Municipal Water District's Board Room, 14205 Meridian Parkway, Riverside, CA 92518 and Commissioner Denis Bilodeau at 601 N Ross Street, Room 327, Santa Ana, CA 92701, and Commissioner Gil Botello at 380 E. Vanderbilt Way, San Bernardino, CA 92408.

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: JULY 1, 2025

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

Result: Adopted by Roll Call Vote

Motion/Second: Hall/Slawson

Ayes: Bilodeau, Botello, Gardner, Hall, Slawson

Nays: None Abstentions: None Absent: None

6. WORKSHOP DISCUSSION AGENDA

A. LEGISLATIVE REPORT

Michael Boccadoro of West Coast Advisors provided a presentation on the Sacramento Update. Most California reservoirs are above historic average due to three strong water years. San Luis Reservoir is the key exception, currently at 40% capacity and 86% of historic average, due to Delta pumping restrictions. The snowpack has melted, and reservoirs are now being drawn down to serve areas like the San Joaquin Valley and Southern California. There's growing concern over dry conditions and drought returning, which are increasing wildfire risks.

A \$3.25 billion budget was passed for FY 2025–2026, relying more on borrowing than spending cuts to close a \$12 billion deficit. Major decisions postponed until after summer recess (July 18 – August 18):

- Proposition 4 water bond
- Cap-and-trade (GGRF) funding
- Delta Convevance Project trailer bill
- Wildfire Fund replenishment, especially in light of the Eaton Fire

Mr. Boccadoro reported that July 18th is the Second House Policy Committee deadline, August 29th is the Appropriations Suspense deadline, and September 12th is the end of first year 2025-26 session.

Beth Olhasso of West Coast Advisors continued the presentation on the Legislative Update. A brief overview of the following key water bills in motion were highlighted:

- SB 72 (Caballero) CA Water Plan-Long-Term Water Supply Targets: Now in Assembly Appropriations; efforts underway to remove it from the suspense file post-recess.
- AB 532 (Ransom) Water Rate Assistance: Sponsored by CMUA, moving smoothly through the Legislature with strong support.
- SB 31 (McNerney) Recycled Water: Seeks changes to Title 22 for non-potable recycled water use. No opposition votes so far, with Senate Appropriations support.
- SB 454 (McNerney) PFAS Mitigation Program: Passed Assembly floor; back in Senate for concurrence, headed to the Governor's desk.
- SB 694 (Hurtado) Advanced Clean Fleets: Failed to advance.

 SB 445 (Wiener) Transportation: Recently amended to apply only to high-speed rail and exclude private utilities due to strong opposition. This bill was flagged as a long-term concern.

Commissioner Hall inquired about SB445 and what is causing conflict or opposition from agencies. Ms. Olhasso noted transit agencies argue that some utilities delay projects by failing to respond to relocation plans or dragging their feet into the review process. These delays increase project costs and timelines, affecting the broader public by stalling critical transit improvements.

Commissioner Botello asked about the status of SB 350. Ms. Olhasso noted that the proposal would require some ratepayers to subsidize low-income assistance programs through charges added to their utility bills. There is concern about this approach, because it conflicts with the fee-for-service mandate and could push outside the boundaries of what is legally allowed to charge under Proposition (Prop) 218. Instead, the focus is on identifying alternative funding sources that do not violate Prop 218. For example, some agencies like Cucamonga Valley generate revenue by leasing space for things like cell towers, and they use those funds to support low-income rate assistance. These are the kinds of creative, collaborative solutions they would like to explore further, rather than placing the burden on existing ratepayers.

Ms. Olhasso highlighted on the Regulatory Updates; the Federal Government withdrew nine (9) Clean Air Act waivers related to California's clean fleet programs. Despite this, CARB (Air Board) claims it can still regulate state and local government fleets without federal waivers. There was strong pushback from agencies due to concerns over vehicle availability, charging limitations, and operational challenges during emergencies. The State Water Board adopted the Clean Water State Revolving Fund, and there is PFAS Regulation Workshop on lowering notification and response levels scheduled August 6th, and AB 794 (Gabriel) Emergency PFAS MCL bill did not advance.

Commissioner Slawson asked what group is challenging the Federal MCL for PFAS. Ms. Olhasso stated that there is a coalition of groups actively following the challenge to the federal PFAS MCL and can provide an article to Ms. Williams, and she can distribute it to provide a bit more background and context on the issue.

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

7. NEW BUSINESS

A. <u>APPROVAL OF GENERAL SERVICES AGREEMENT AND TASK ORDER WITH</u> LAGERLOF LLP FOR LEGAL SERVICES (CM#2025.51)

Karen Williams provided a report on the approval of the General Services Agreement (GSA) and Task Order for Lagerlof, LLP, contained in the agenda packet on pages 13-22.

On March 4, 2025, the Commission approved issuing an RFQ for legal services. Six (6) proposals were received, and three firms were interviewed on July 3, 2025. The Commission unanimously selected Lagerlof as the legal services provider. The staff's recommendation is to authorize the Interim General Manager to 1) Execute a GSA with Lagerloff, removing Section 4.05 (the indemnification clause), per their proposal. Lagerlof requested this deletion to protect their malpractice coverage, citing that California law already imposes fiduciary duties on attorneys, and 2) Execute Task Order No. LSGK-100-14 for legal services in an amount not to exceed \$108,900 for FYE 2026.

Chair Gardner raised concerns on the deletion of Section 4.05 within the GSA and is hesitant to approve any contract that indemnifies the other party against their own errors or omissions.

In the current agreement with Lagerlof, we already have language similar to Section 4.05, why is it suddenly a concern now?

Legal Counsel Thomas Bunn noted that the issue arose recently in connection with another client, prompting a broader policy change across the firm. The legal malpractice insurance policies do not cover contractual indemnity obligations. Including such a clause could invalidate malpractice coverage, leaving the firm (and client) exposed. Instead, professional liability (malpractice) insurance is the appropriate protection in the event of an error or omission. Mr. Bunn emphasized they carry substantial malpractice coverage, which is the proper first avenue for any claims.

Commissioner Slawson noted that Legal issues are not always black and white. When giving a legal opinion, sometimes that opinion is challenged in higher courts or interpreted differently. It is not like a construction or engineering project where negligence or incompetence can be clearly established. He often sees legal opinions that differ or even turn out to be wrong later, and he understands why a law firm might be hesitant to agree to indemnify us fully because legal interpretations can vary and evolve.

Mr. Bunn thanked the Commission for all their support and looks forward to continuing the working relationship.

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

- 1. General Services Agreement (GSA) with Lagerlof, LLP deleting Section 4.05 under Article IV, per their proposal, and
- 2. Task Order No. LSGK100-14 with Lagerlof LLP for an amount not to exceed \$108,900.00 to provide legal services for Fiscal Year Ending (FYE) 2026.

Result: Adopted by Roll Call Vote

Motion/Second: Botello/Hall

Ayes: Bilodeau, Botello, Gardner, Hall, Slawson

Nays: None Abstentions: None Absent: None

B. INVESTMENT MANAGEMENT SERVICES AWARD OF CONTRACT (CM#2025.52)

Karen Williams provided a presentation on the Investment Management Services Award of Contract, contained in the agenda packet on pages 253-269.

On March 4, the Commission approved issuing an RFP for investment management services. Six proposals were received and reviewed by a panel consisting of Cindy Sachs (Valley District), Rick Aragon (Western Municipal Water District), and staff. Three firms were invited to interviews on June 20: Chandler Asset Management, PFM Asset Management, and Public Trust Advisors (did not attend and were disqualified).

Chandler Asset Management received the highest overall score and demonstrated strong qualifications and alignment with the authority's needs. Over 20 years of average staff experience, manages \$3.1 billion for California public agencies, independent, employee-owned, and based in San Diego, strong investment approach using a proprietary horizon analysis model, structured and disciplined trading process, typically securing three (3) quotes per trade, dedicated credit team and use of Clearwater Analytics for reporting, and transparent, tiered fee structure of no fees for non-managed funds (e.g., funds in LAIF or checking accounts), negotiated discount: Reduced from 10 to 8 basis points on the first \$25 million (saving \$5,000 annually), and fees are locked in for the duration of the contract.

Ms. Williams provided SAWPA's financial overview. As of May, the authority held \$83 million in cash and investments. The investment breakdown: 78% in LAIF, 8% in securities, and 9% in CDs. There is significant potential to optimize the 78% in LAIF (approx. \$64 million) for higher returns. This past year, earnings were \$3.2 million, much higher than previous years with low interest rates, where earnings were \$500K–\$600K.

Ms. Williams noted that Chandler Asset Management will perform a comprehensive cash flow analysis to evaluate the Authority's Capital Improvement Plan. This analysis will help determine the amount of funds required for annual operational needs and how much can be allocated to long-term investments. Of the current \$83 million in total assets, Chandler will assess how much it should remain in short-term investments or if the LAIF accounts for liquidity purposes, and how much it can be invested in longer-term securities.

It is estimated that \$12–15 million (equivalent to one year's worth of expenses) would remain in liquid accounts and therefore would not be subject to management fees, as Chandler only charges fees on actively managed funds.

Commissioner Hall inquired that despite SAWPA performing quite well over the past year and with the new fiscal year beginning in July, and typical market shifts expected in August and September, how will Chandler's strategy help us navigate what is ahead? Are they planning to manage the momentum we have already built? Or is their role more focused on structuring and optimizing our portfolio going forward? Do they have a baseline expectation or performance benchmark we can refer to, something that justifies the investment in their services and gives us confidence in continued growth?

Commissioner Hall continued and said she understands no one can predict the future, but what about Chandler's approach or performance with other agencies stood out? What gave you confidence that they are the right partner to manage our funds beyond just past returns?

Mia Corral Brown of Chandler Asset Management noted that their investment strategy is designed to optimize the Authority's portfolio in a conservative and compliant manner, strictly adhering to the California Government Code. They take a highly risk-aware approach, focusing on high-quality, safe investments such as U.S. Treasuries, federal agency securities, and select corporate bonds, among other permissible asset classes.

While SAWPA's current investments in LAIF are yielding competitive returns today, they are limited to very short-term durations. If interest rates were to decline sharply, so would those returns. Chandler's approach would be to strategically diversify the investments along the yield curve from 0 to 5 years allowing to lock in favorable yields for a longer period while still maintaining liquidity and safety. Chandler is SEC-registered and shares the same fiduciary duty to protect and act in your best interest. By laddering investments in a disciplined, transparent way, they aim to minimize risk and maintain stable returns over time even in uncertain market conditions.

Ms. Brown noted that as for costs, their fees are competitive, about \$3,400 per month, and can be deducted directly from the interest earnings in the third-party custody account. This structure helps ensure that their services pay for themselves through improved investment performance, while also saving staff time and resources. While they cannot predict the future, they can position the portfolio to respond effectively to changing conditions giving stability, compliance, and performance aligned with long-term goals.

Chair Gardner noted that Western Municipal Water District (WMWD) uses Chandler Asset Management and was just awarded its 2nd Triple AAA rating due to their advice and counsel.

Ms. Brown stated that Chandler Asset Management has experience working with public agencies. They have partnered with WMWD for over 25 years, Rancho California Water District for more than two decades, and Valley Municipal Water District for approximately 10 years. They also serve Temescal Valley Water, West Valley Water District, Coachella Valley Water District, and Beaumont-Cherry Valley Water District, among several others.

Their deep familiarity with California water agencies uniquely positions them to understand the specific financial and regulatory challenges you face including rate structures, capital improvement program (CIP) requirements, and the management of bond proceeds or construction funds.

Commissioner Botello stated that this being the first time SAWPA has engaged in an investment management firm, this is a valuable opportunity to review and enhance investment strategies. He is not personally familiar with Chandler Asset Management, but can say that at Valley District, where they have a strong and healthy portfolio, their asset managers provide quarterly updates to the board. He strongly encourages SAWPA to implement something similar whether quarterly or semi-annually where Chandler reports directly to the Commission on portfolio performance and strategy. That transparency would be both reassuring and informative for the Board.

Mr. Botello emphasized the importance of keeping politics out of investment decisions. While it is great to hear that Chandler works with many neighboring water agencies, what matters most is that they maintain a strict fiduciary focus: investing funds based on performance and security, not political considerations. Our goal should be to achieve the best possible returns for the public we serve. This is a positive step forward and he looks forward to learning more about Chandler's approach and how they can help SAWPA strengthen and grow our investments responsibly.

Ms. Williams noted that Chandler will be providing investment reports to the Commission. Whether those updates will be quarterly or semi-annually is still to be determined, but regular reporting is part of the plan. She echoed the importance of keeping politics completely out of our investment strategy, the focus needs to remain strictly on fiduciary responsibility and sound financial management.

Historically, SAMPA has not had the kind of investment funds that we are managing now. Until recently, our cash reserves simply were not at the level that would justify or require professional investment management. This is really the first time we have had both the resources and the opportunity to make these kinds of strategic financial decisions. Engaging Chandler marks an important shift in how we manage public funds with more structure, more expertise, and more accountability.

Chair Gardner stated that SAWPA has been fortunate to have Ms. Williams as the CFO, her knowledge and skill to manage the investments effectively. One of the main reasons this proposal was brought forward is because Ms. Williams had previously indicated plans to retire at the end of the year. We felt it was important to have a professional asset manager in place before that happens, to ensure a smooth transition and maintain stability in our financial strategy. Managing this kind of portfolio takes time, attention, and focus and with so many other responsibilities on our plates, especially now, it just makes sense to bring in the support.

Rick Aragon of WMWD expressed his gratitude for being included in the process. It was a well-run and transparent effort and appreciated the opportunity to work with Ms. Williams and the San Bernardino Valley team. He highlighted working with Chandler for many years and cannot recommend them highly enough. What stands out most is their exceptional customer service, which you have already seen firsthand.

Behind that service is a team of top-tier professionals, some of the best in the industry managing your portfolio. Chandler was the only firm that voluntarily presented an independent performance benchmark, showing how their portfolios consistently outperform the market while remaining fully compliant with safety and risk requirements. That kind of transparency takes confidence, and it reflects their proven history and commitment to performance. Mr. Aragon offers his full support with this decision and reiterates his confidence in Chandler Asset Management based on many years of direct experience.

Commissioner Botello asked if SAWPA has a Statement of Investment Policy. Ms. Williams said yes, SAWPA does have an investment policy, and it typically comes up for review annually. Ms. Williams was waiting to reintroduce it until the firm was on board first. This way, they will have the opportunity to review the policy and suggest any updates or improvements before it gets presented again. It is anticipated to be brought back to Commission in August-September to allow sufficient time for review. Mr. Botello requested a copy of the policy be sent to him.

MOVED, to authorize the Interim General Manager to execute an agreement with Chandler Asset Management for professional investment management services on behalf of the Authority.

Result: Adopted by Roll Call Vote

Motion/Second: Hall/Slawson

Ayes: Bilodeau, Botello, Gardner, Hall, Slawson

Nays: None Abstentions: None Absent: None

C. APPROVAL OF SALARY SCHEDULE (CM#2025.53)

Karen Williams provided a report on the Salary Schedule for FY 2026, contained in the agenda packet on pages 301-302.

This item is brought forward annually and pertains to SAWPA's salary schedule, which is required for approval in compliance with CalPERS regulations. The 2025–2026 salary schedule remains consistent with last year's, with the following updates:

- A 2.53% CPI adjustment was applied to the minimum and maximum salary ranges, as previously approved.
- Title updates and additions include:
 - Administrative Services Supervisor
 - Senior Administrative Services Specialist
- New positions added through the budget process:
 - o Director of Finance
 - Assistant General Manager

The updated salary schedule will take effect July 1, 2025. The Assistant General Manager position is included in both the budget and the salary schedule; however, we are not moving forward with filling that position at this time it has been paused. As a result, while the position is budgeted, no funds are currently being spent on it.

MOVED, to approve the salary schedule for FY 2026 as required by CalPERS.

Result: Adopted by Roll Call Vote

Motion/Second: Botello/Slawson

Ayes: Bilodeau, Botello, Gardner, Hall, Slawson

Nays: None Abstentions: None Absent: None

8. INFORMATIONAL REPORTS

Recommendation: Receive for Information.

A. CASH TRANSACTIONS REPORT – MAY 2025

Presenter: Karen Williams

B. INTER-FUND BORROWING - MAY 2025 (CM#2025.54)

Presenter: Karen Williams

C. PERFORMANCE INDICATORS/FINANCIAL REPORTING - MAY 2025 (CM#2025.55)

Presenter: Karen Williams

D. PLANNING DEPARTMENT QUARTERLY REPORT: APRIL – JUNE 2025

Presenter: Ian Achimore

E. STATE LEGISLATIVE REPORT

Presenter: Karen Williams

F. GENERAL MANAGER REPORT

Karen Williams reported that SAWPA's Water Resources and Planning Manager recently resigned. In the interim, Ian Achimore was appointed as Acting Planning Manager and Rick Whetsel as Acting LESJWA Administrator. According to SAWPA's current employee handbook, acting assignments are limited to 90 days. That 90-day period will end on July 21.

Ms. Williams consulted with Legal Counsel, and he advised that since the Water Resources and Planning Manager position has not been filled and unless the Commission has any objections, we may extend the acting assignments beyond the 90 days.

Additionally, SAWPA staff are in the process of updating the employee handbook, and one of the proposed changes will be to remove the 90-day limit for acting positions altogether. Ms. Williams asked if the Commission has concerns about extending the acting assignments until the vacant position is filled.

Chair Gardner asked the Commission if there were any questions or concerns regarding this approach. Hearing none, staff will proceed as discussed. The 90-day period for the acting assignments will be extended as needed until the vacant position is filled. Staff will continue to keep the Commission informed on the progress of the recruitment process.

G. CHAIR'S COMMENTS/REPORT

There were no Chair comment received.

H. COMMISSIONERS' COMMENTS

There were no Commissioners' comments received.

I. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

Chair Gardner requested a brief update on the status of the investigation to be provided during Closed Session at the next meeting.

9. CLOSED SESSION

There was no Closed Session.

10. ADJOURNMENT

There being no further business for review, Chair Gardner adjourned the meeting at 10:40 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, August 5, 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

June 2025

During the month of June 2025, the Agency's actively managed temporary idle cash earned a return of 3.822%, representing interest earnings of \$41,270. Additionally, the Agency's position in overnight funds L.A.I.F. generated \$229,769 in interest, resulting in \$271,039 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.

July 14, 2025

Prepared and submitted by:

Kaun Williams

Karen L. Williams, Deputy GM/Chief Financial Officer

Santa Ana Watershed Project Authority

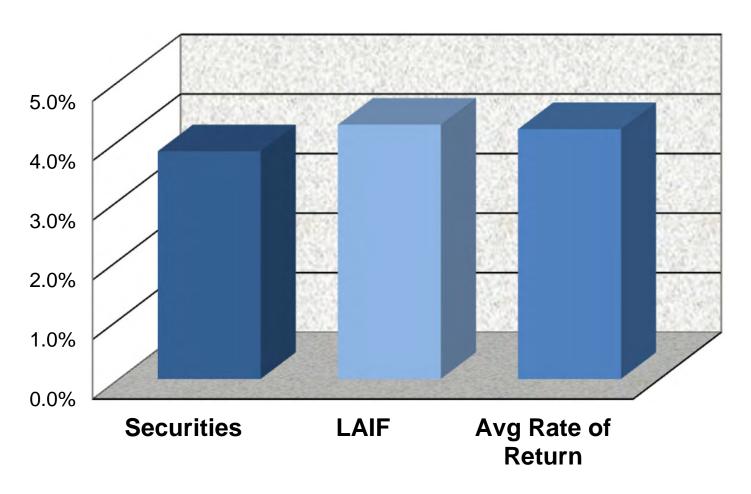
INVESTMENT PORTFOLIO - MARKED TO MARKET - UNREALIZED GAINS & LOSSES

June 30, 2025

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

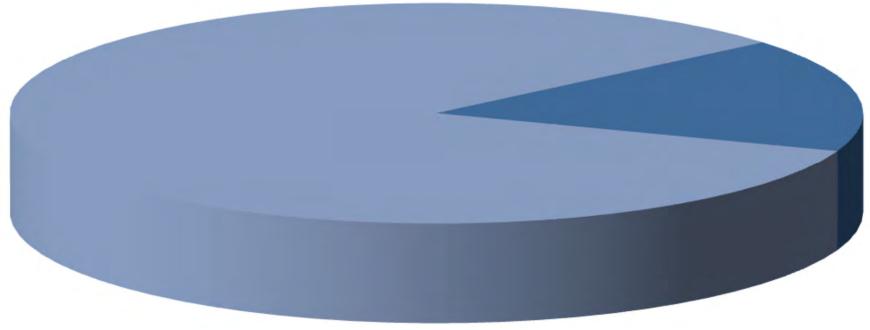
Investment	Security			Purchase	Maturity	Call Date		Yield To		Investment	ı	Market Value	Uı	nrealized	Coupon		Interest
Type	Type	CUSIP	Dealer	Date	Date	(if appl)	Par Value	Maturity		Cost	С	urrent Month	Ga	in/(Loss)	Rate		Earned
Agency	FHLB	3130ATHWO	WMS	11-04-22	09-10-27	No Call	\$ 1,000,000.00	4.125%	\$	991,965.00	\$	1,005,516.36	\$	13,551	4.125%	\$	3,390.41
Agency	FHLB	3130AWC24	MBS	06-06-23	06-09-28	No Call	\$ 500,000.00	3.889%	\$	502,505.00	\$	503,421.78	\$	917	4.000%	\$	1,598.22
Agency	FHLB	3130AWN63	WMS	01-25-24	06-30-28	No Call	\$ 1,000,000.00	4.020%	\$	999,170.00	\$	1,008,725.62	\$	9,556	4.000%	\$	3,304.15
Agency	FHLB	3130ATUT2	MBS	01-09-25	12-14-29	No Call	\$ 500,000.00	4.451%	\$	501,058.00	\$	511,686.25	\$	10,628	4.500%	\$	1,829.18
Agency	FNMA	3135G05X7	WMS	10-30-20	08-25-25	No Call	\$ 1,000,000.00	0.460%	\$	995,952.00	\$	993,767.75	\$	(2,184)	0.375%	\$	378.08
Agency	USTN	91282CAZ4	WMS	04-19-21	11-30-25	No Call	\$ 1,000,000.00	0.761%	\$	982,500.00	\$	983,828.12	\$	1,328	0.375%	\$	625.20
Agency	USTN	91282CMD0	MBS	01-14-25	12-31-29	No Call	\$ 1,000,000.00	4.577%	\$	991,100.00	\$	1,023,203.12	\$	32,103	4.375%	\$	3,762.05
CD	Beal Bank USA	07371DEV5	MBS	08-17-22	08-12-26	No Call	\$ 245,000.00	3.200%	\$	245,000.00	\$	242,512.54	\$	(2,487)	3.200%	\$	644.38
CD	Synchrony Bank	87164XP34	MBS	08-12-22	08-12-25	No Call	\$ 245,000.00	3.350%	\$	245,000.00	\$	244,644.46	\$	(356)	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	\$	242,366.97	\$	(3,633)	3.200%	\$	647.01
CD	Morgan Stanley Private Bank	61768UAT4	MBS	11-15-22	11-15-27	No Call	\$ 248,000.00	5.000%	\$	248,000.00	\$	248,860.98	\$	861	5.000%	\$	1,019.18
CD	Cooperative Center FSU	21686MAA6	MBS	12-29-22	12-29-25	No Call	\$ 249,000.00	4.650%	\$	249,000.00	\$	249,424.17	\$	424	4.650%	\$	951.66
CD	Affinity Bank	00833JAQ4	MBS	03-17-23	03-17-28	No Call	\$ 248,000.00	4.900%	\$	248,000.00	\$	254,269.34	\$	6,269	4.900%	\$	998.79
CD	Discover Bank	2546732V7	MBS	03-22-23	03-23-27	No Call	\$ 243,000.00	5.050%	\$	243,000.00	\$	247,067.58	\$	4,068	5.050%	\$	1,008.62
CD	Global Fed CR UN Alaska	37892MAF1	MBS	05-12-23	05-12-27	No Call	\$ 249,000.00	4.600%	\$	249,000.00	\$	251,727.12	\$	2,727	4.600%	\$	941.42
CD	UBS Bank USA	90355GDJ2	MBS	05-17-23	05-17-27	No Call	\$ 249,000.00	4.550%	\$	249,000.00	\$	251,531.66	\$	2,532	4.550%	\$	931.19
CD	BMW Bank of North Americ	05580A2G8	MBS	06-16-23	06-16-26	No Call	\$ 244,000.00	4.600%	\$	244,000.00	\$	244,897.19	\$	897	4.600%	\$	922.52
CD	Barclays Bank Delaware	06740KRW9	MBS	07-26-23	07-28-25	No Call	\$ 243,000.00	5.100%	\$	243,000.00	\$	243,134.60	\$	135	5.100%	\$	1,018.60
CD	Farmers Insurance Group	30960QAS6	MBS	07-26-23	07-27-26	No Call	\$ 248,000.00	5.100%	\$	248,000.00	\$	250,531.36	\$	2,531	5.100%	\$	1,039.56
CD	Chartway Federal Credit Union	16141BAQ4	MBS	09-08-23	09-08-27	No Call	\$ 248,000.00	5.000%	\$	248,000.00	\$	253,439.66	\$	5,440	5.000%	\$	1,019.18
CD	Greenstate Credit Union	39573LEM6	MBS	09-26-23	09-26-28	No Call	\$ 248,000.00	5.000%	\$	248,000.00	\$	256,152.88	\$	8,153	5.000%	\$	1,019.18
CD	Empower Fed CeditUnion	291916AA2	MBS	09-29-23	09-29-27	No Call	\$ 248,000.00	5.100%	\$	248,000.00	\$	254,134.21	\$	6,134	5.100%	\$	1,039.56
CD	US Alliance Fed Credit Union	90352RDF9	MBS	09-29-23	09-29-28	No Call	\$ 248,000.00	5.100%	\$	248,000.00	\$	256,924.11	\$	8,924	5.100%	\$	1,039.56
CD	Numerica Credit Union	67054NBN2	MBS	11-10-23	11-10-26	No Call	\$ 248,000.00	5.550%	\$	248,000.00	\$	252,837.29	\$	4,837	5.550%	\$	1,131.29
CD	Heritage Community Cr Un	42728MAB0	MBS	11-15-23	11-16-26	No Call	\$ 248,000.00	5.450%	\$	248,000.00	\$	252,606.28	\$	4,606	5.450%	\$	1,110.90
CD	Members TrustofSW FCU	585899AG2	MBS	01-19-24	01-19-29	No Call	\$ 249,000.00	4.000%	\$	249,000.00	\$	249,450.96	\$	451	4.000%	\$	818.63
CD	Hughes FCU	444425AL6	MBS	01-29-24	01-29-27	No Call	\$ 249,000.00	4.400%	\$	249,000.00	\$	250,388.42	\$	1,388	4.400%	\$	900.49
CD	Farmers & Merchants TR	308693BG4	MBS	01-30-24	02-01-27	No Call	\$ 249,000.00	4.150%	\$	249,000.00	\$	249,439.44	\$	439	4.150%	\$	849.33
CD	Nicolet National Bank	654062LP1	MBS	03-08-24	03-08-29	No Call	\$ 249,000.00	4.250%	\$	249,000.00	\$	251,514.73	\$	2,515	4.250%	\$	869.79
CD	Medallion Bank	58404DUP4	MBS	03-13-24	03-15-27	No Call	\$ 249,000.00	4.600%	\$	249,000.00	\$	251,328.17	\$	2,328	4.600%	\$	941.42
CD	Wells Fargo Bank	949764MZ4	MBS	03-12-24	03-12-27	No Call	\$ 249,000.00	4.500%	\$	249,000.00	\$	250,958.29	\$	1,958	4.500%	\$	920.96
CD	Toyota Financial SGS Bank	89235MPN5	MBS	05-24-24	05-24-29	No Call	\$ 244,000.00	4.600%	\$	244,000.00	\$	249,368.46	\$	5,368	4.600%	\$	922.52
CD	First Foundation Bank	32026U5U6	MBS	05-22-24	05-22-29	No Call	\$ 244,000.00	4.600%	\$	244,000.00	\$	249,364.75	\$	5,365	4.600%	\$	922.52
CD	Citizens Bank	173477CF5	MBS	01-10-25	01-10-30	No Call	\$ 249,000.00	3.850%	\$	249,000.00	\$	247,267.96	\$	(1,732)	3.850%	\$	787.93
CD	Morgan Stanley Bank NA	61690D5F1	MBS	05-28-25	05-28-30	No Call	\$ 244,000.00	4.250%	\$	244,000.00	\$	246,099.03	\$	2,099	4.250%	\$	852.33
CD	AlliantCreditUnion	01882MAD4	MBS	12-30-22	12-30-25	No Call	\$ 248,000.00	5.100%	\$	248,000.00	\$	248,923.11	\$	923	5.100%	\$	1,039.56
Total Activ	vely Invested Funds						\$ 13,168,000.00		\$	13,132,250.00	\$	13,271,314.72	\$	139,065	3.822%	\$	41,269.84
																_	
TotalLoca	Agency Investment Fund								\$	65,484,167.32					4.269%	\$ 2	229,768.69
TotalInves	sted Cash						\$ 13,168,000.00		\$	78,616,417.32					4.194%	\$ 2	271,038.54
Kev to Secu	ıritv Tvpe:							Kev to Deale									
FHLB		= Federal Home						FCS		FinaCorp Securiti							
FHLMC		= Federal Home						MBS		Multi-Bank Securit	ties						
FNMA USTN		= Federal Nation = USTreasury I	-	ye Associal	OII			MS RCB		Mutual Securities RBC Dain Rauscl	her						
CORP		= Corporate No						SA		Securities America							
CD		= Certificate of D						TVI		Time Value Invest		ts					
GDB		= Goldman Saci	hs Bank					WMS	=	Wedbush Morgar	n Se	curities					
AEC		= American Exp	ress Cent	turion													

Interest Rate Analysis



Investments \$78,616,417

Securities, \$13,132,250, 17%



LAIF, \$65,484,167, 83% **Interest** \$271,039

LAIF, \$229,769, 85%



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SAWPA COMMISSION MEMORANDUM NO. 2025.56

DATE: August 5, 2025

TO: SAWPA Commission

SUBJECT: Alternative Options for the Arundo Donax Removal in the Santa Ana

River Basin Headwaters Project

PREPARED BY: Ian Achimore, Interim Planning Department Manager

RECOMMENDATION

It is recommended that the Commission review and discuss the information presented regarding various Arundo Donax treatment methods and direct staff to receive and file.

DISCUSSION

Under Task Order IERCD387-01, the Inland Empire Resource Conservation District (IERCD) has implemented the Arundo donax Removal in the Santa Ana River Basin Headwaters Project ("the Project") to identify and remove populations of the invasive weed *Arundo donax* in critical areas of the Upper Santa Ana River Watershed's headwaters. Since the issuance of the Task Order on July 19, 2022, IERCD has surveyed approximately 10,000 acres using a combination of aerial imagery and onthe-ground field assessments to locate the most upstream occurrences of *Arundo* within the Watershed. Because *Arundo donax* spreads primarily through rhizomes, underground stems that can break off and be transported downstream during high-flow events, rather than by airborne seeds, removal efforts are being strategically focused on the uppermost points of infestation to effectively limit downstream spread.

IERCD has surveyed 14 project areas totaling approximately 10,000 acres in the upper watershed as part of ongoing efforts to control *Arundo donax*. These upstream populations have the potential to repopulate *Arundo* throughout the entire Santa Ana River Watershed, from Mill Creek to Prado Basin, and potentially even farther downstream if rhizomes pass through the Prado Dam intake.

As noted in the previous Commission update on November 5, 2024, SAWPA and IERCD have since identified a greater presence of *Arundo donax* within the 14 project areas than was originally anticipated at the start of the Project in 2022. Based on updated survey data and field observations, staff recommended Change Order No. 1 on May 20, 2025, to revise the acreage extents of the Project Sites. These adjustments reflect more accurate mapping of *Arundo* occurrences within the project area's creeks, resulting in some site acreages increasing while others decreased. The revised acreages are presented below in Table 1.

At the May 20, 2025, Commission meeting, staff were asked to provide a follow-up presentation on herbicide use, with a specific focus on Glyphosate-based products. As well as information on other alternative treatment methods. The meeting notes include the following comment from Chair Gardner: "The Commission would benefit from a clearer understanding of what alternative herbicides are available and whether there is a significant cost difference compared to our current products. Having that information will allow them to make a more informed decision."

In response, staff have prepared the following presentation to provide additional information on the following topics:

- Synthetic herbicides used in current project.
 - Glyphosate-based.
 - Imazapyr-based.
 - Other herbicides (both synthetic and non-synthetic).
 - Local Agency Actions on Synthetic Herbicide.
 - Related Water Quality Regulations.
- Mechanical Removal.
- Soil Solarization.
- Prescribed Burn.
- Biological Removal.
- Ecological Restoration.

The options to move forward with this project are generally:

- Discontinue project.
- Approve change order.
- Develop a plan before proceeding with the project.
- Further research project sites.
- Conduct other research before taking action.

Based on the feedback and questions received from the SAWPA Commission at this meeting, staff will bring a subsequent recommendation to the Commission for consideration.

Table 1: Project Sites

#	Project Site Name Project Area		Original Task Order Project Area	Change from Original			
1	Cajon Creek	876	1,285	-409			
2	Coopers Creek	74	108	-34			
3	Devore Community	1,426	-	+1,426			
4	Live Oak/Yucaipa Creek	31	44	-13			
5	Lytle Creek	4,361	6,398	-2,037			
6	Mill Creek	677	6	+671			
7	Morey Arroyo	9	13	-4			
8	Noble Creek	167	244	-77			
9	Palm Canyon	23	33	-10			
10	San Timoteo Canyon (All Sub-Watershed)	350	511	-161			
11	Santa Ana River	1,973	1,217	+756			
12	Waterman Canyon & East Twin Creek	254	206	+48			
13	Yucaipa Waterways	42	61	-19			
14	Zanja	29	42	-13			
	TOTAL	10,292	10,168	+124			

BACKGROUND

Using the most recent data from IERCD from April 2025, 375 stands of Arundo Donax have been treated. Along with the updated Project Areas, further Arundo Donax stands have been identified. Those additional stands that need to be treated total to 916 per Table 2 below.

Table 2: Arundo Donax Stand Tracking

#	Project Site Name Total Inventoried & Non-treated Stands			Treated Stands	Percent Completion
1	Cajon Creek	655	594	61	9%
2	Coopers Creek	3	3	0	0%
3	Devore Community	20	19	1	5%
4	Live Oak/Yucaipa Cree	158	67	91	58%
5	Lytle Creek	5	5	0	0%
6	Mill Creek	27	12	15	56%
7	Morey Arroyo	32	19	13	41%
8	Noble Creek	3	3	0	0%
9	Palm Canyon	2	2	0	0%
10	San Timoteo Canyon (All Sub-Watershed)	186	41	145	78%
11	Santa Ana River	107	70	37	35%
	Waterman Canyon				
12	and East Twin Creek	63	63	0	0%
13	Yucaipa Waterways	18	8	10	56%
14	Zanja	12	10	2	17%
	TOTAL	1,291	916	375	29%

In summary, Change Order No. 1 increases the budget by \$468,268 and provides a two-year project time-line extension. If approved, 916 stands of Arundo that have been surveyed (and not treated to date) would be removed.

Using the Arundo Habitat and Restoration Fund 387, SAWPA has implemented Arundo donax invasive weed removal projects that cover approximately 3,000 acres in the Santa Ana River Watershed saving an estimated total of 14,000-acre feet of water since the first Fund's project began in 2006. This amount of acre feet is likely an underestimate because removal of Arundo prevents reinfestation of new stands downstream (thus saving further water from potential new plants).

IERCD is one of four resource conservation districts in the Santa Ana River Watershed, and its service area covers the upper SARW. A resource conservation district (RCD) is a natural resource conservation entity that can work on public and private lands at the local, regional, state, tribal, and federal levels. In California, RCDs are special districts organized under Division 9 of the State's Public Resources Code. All RCDs operate with a Board of Directors made up of elected or appointed volunteer landowners in that district.

Proposition 13 (2000 Water Bond) funding created the SAWPA managed Southern California Integrated Watershed Program (SCIWP) and provided SAWPA \$4,000,000 to purchase 100 units in the existing Santa Ana River Mitigation Bank. The Santa Ana River Mitigation Bank was created in 1996 by an agreement with local bank manager Riverside County Regional Park and Open-Space District and the lead federal regulatory agency, the U.S. Army Corps of Engineers. As stated in the original SCIWP work plan, proceeds of the sale of these 100 SAWPA units were to fund projects that prevent Arundo re-infestation in areas where the weed has been removed.

As part of that 100-unit purchase, the SAWPA Commission approved Resolution No. 427 in 2004 that stipulates that the proceeds of the sale of these units would be used to remove Arundo and other non-native invasive plants, as well as related habitat efforts in the SARW. Resolution No. 427 states that any project related expenditures from the account shall be approved by the SAWPA Commission to ensure consistency with the purpose of the intent of the SCIWP. Like the initial IERCD Task Order, Change Order No. 1 conforms to SAWPA Resolution No. 427.

RESOURCE IMPACTS.

Funding for both the Task Order and the Change Order is through the proceeds of the sale of mitigation credits from the Santa Ana River Mitigation Bank. The Fund's current balance is \$703,933 as of June 30, 2025. Spending from this fund must conform to SAWPA Resolution No. 427, which was adopted by the Commission when the arrangement with the Santa Ana River Mitigation Bank was established in 2004.

Attachments:

- 1. Presentation
- Existing Task Order No. IERCD387-01
- 3. Change Order No. 1 from May 20th Commission Meeting
- 4. General Services Agreement
- 5. SAWPA Resolution No. 427



Alternative Options for the Santa Ana River Basin Headwaters Project (SAWPA Task Order IERCD387-01)

Commission Meeting Item No. 6.A

Ian Achimore, Interim Planning Department Manager Santa Ana Watershed Project Authority

August 5, 2025

Background from Last Commission Discussion

At the May 20, 2025, Commission meeting, staff were asked to provide a follow-up presentation on herbicide use, with a specific focus on Glyphosate-based products.

As well as information on other alternative treatment methods.

Recommendation

• It is recommended that the Commission review and discuss the information presented regarding various Arundo Donax treatment methods and direct staff to receive and file.

Options for Moving Forward

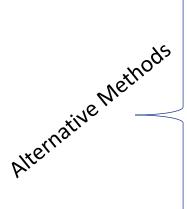
- After receiving the following presentation, the options for moving forward are generally -
 - Change scope of project.
 - Discontinue project.
 - Approve change order.
 - Develop plan before proceeding with project.
 - Further research project sites.
 - Conduct other research before taking action.



Bird Blind Constructed by Inland Empire Resource Conservation District Using Dead Arundo Donax

Herbicides and Alternative Methods

- The new information covers
 - Synthetic herbicides used in current project.
 - Glyphosate-based.
 - Imazapyr-based.
 - Other herbicides (both synthetic and non-synthetic).
 - Local Agency Actions on Synthetic Herbicide.
 - Related Water Quality Regulations.
 - Mechanical Removal
 - Soil Solarization
 - Prescribed Burn
 - Biological Removal
 - Ecological Restoration



Glyphosate-Based Herbicide

- This herbicide controls broadleaf weeds and grasses.
- It has been registered as a pesticide in the U.S. since 1974.
- Half-life between 2 and 133 days.
- Not persistent in organisms or the environment (does not bioaccumulate or store itself in tissue).
- Binds to soil.
- On the California Prop 65 List
 - Prop 65 is California's law for "chemicals that may contribute to an individual's overall lifetime risk of cancer or risk of birth defects or other reproductive harm."

Imazapyr-Based Herbicide

- Not on the Proposition 65 List.
- This herbicide manages grasses and broadleaf weeds, undesirable emergent and floating aquatic vegetation, and many brush and vine species.
- The half life can vary between 10-120 days depending on temperature and moisture.
- Microbes and sunlight break down imazapyr in the environment.
- Plants take up imazapyr through the leaves and roots. Imazapyr is translocated (moved throughout) to other plant parts.

Credit: Ventura County Parks Department

Imazapyr Usage Requirements

- In 2024, it was reported that about 400 trees were dead/damaged at parks operated by Ventura County.
 - Ventura County Agricultural Commissioner's office blamed improper use of imazapyr, for impacting oak, sycamore, pine, ash, maple, eucalyptus and walnut trees.
- Ventura concluded Imazapyr is not right to use near "desirable woody species".
- Weed Control Methods Handbook (Nature Conservancy) states "To avoid injury to desirable trees, do not apply imazapyr within twice the drip line (tree canopy)".

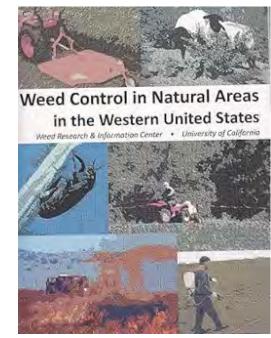


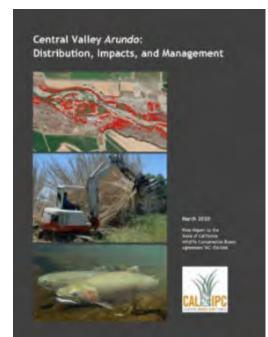
Other Synthetic Herbicides

There are other synthetic herbicides approved in Santa Ana River Watershed Headwaters Areas via a U.S. Forest Service – San Bernardino National Forest federal permitting process.

- A. Aminopyralid
- B. Chlorosulfuron
- C. Clopyralid
- D. Fluazifop-P-Butyl and Clethodim
- E. Triclopyr

Weed Control in Natural Areas in the Western United States (UC Davis Published Document) and Arundo Donax management guides **don't include these herbicides** as effective for Arundo removal.





Non-Synthetic Herbicides

Examples of non-synthetic herbicides:

- Mix of Caprylic and Capric Acids
- Pelargonic Acid
- Acetic Acid
- D-Limonene
- Clove Oil-Cinnamon Oil
- Clove Oil-Citric Acid



- They are "contact herbicides" and burn the green material; don't translocate to the roots and subterranean rhizomes.
- None are recommended in guidebooks for effective Arundo removal.
- An example of their use effective for removing invasive stinknet (annual herb species)
 underneath low-growing buckwheat (perennial species).
- Typically applied using ~ 5% concentration.

Foliar Application - Herbicide Formulation Used in Project

Component in Herbicide	Mixture %
Glyphosate (Roundup Custom Aquatic)	2% - 5%
Imazapyr (Polaris)	0% - 1%
Surfactant (Rainer EA)	1%
Water	94% - 96%
Total	100%

Foliar Application:



Notes: In 10 of the 14 project sites, the mixture of glyphosate and imazapyr is used.

In 4 of the 14 project sites, the mixture with just Glyphosate is used.

All mixtures include surfactant and water. The percentages in the mixture depends on if glysophate and imazapyr are used together; thus ranges are shown in the table above.

Herbicide Components by Project Site

Tributary Name	Project Area (Acres)	Percent Completion	Herbicides Used (Plus Surfactant and Water)
Cajon Creek	876	9%	Imaz + Glyph
Coopers Creek	74	0%	Imaz + Glyph
Devore Community	1,426	5%	Glyph*
Live Oak/Yucaipa Creek	31	58%	Glyph*
Lytle Creek	4,361	0%	Imaz + Glyph
Mill Creek	677	56%	Imaz + Glyph
Morey Arroyo	9	41%	Imaz + Glyph
Noble Creek	167	0%	Imaz + Glyph
Palm Canyon	23	0%	Imaz + Glyph
San Timoteo Canyon	350	78%	Imaz + Glyph
Santa Ana River	1,973	35%	Imaz + Glyph
Waterman Canyon & East Twin Creek	254	0%	Imaz + Glyph
Yucaipa Waterways	42	56%	Glyph*
Zanja	29	17%	Glyph*
TOTAL	10,292	29%	38

^{*}No imazapyr, as there are desirable woody species in close proximity to Arundo in these locations.

Cost Increase If Just Imazapyr is Used

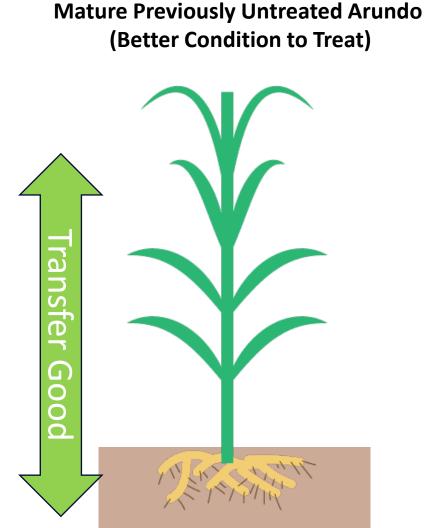
- Imazapyr is not as effective on its own, and is used in this Project as part of the herbicide formula for 10 of the 14 Project Sites.
- Imazapyr disrupts protein synthesis and accumulates in the meristem region (active grow region) of plants.
- Glyphosate inhibits plant's synthesis of amino acids.
 It binds in soil, effectively inactivating its herbicidal properties.

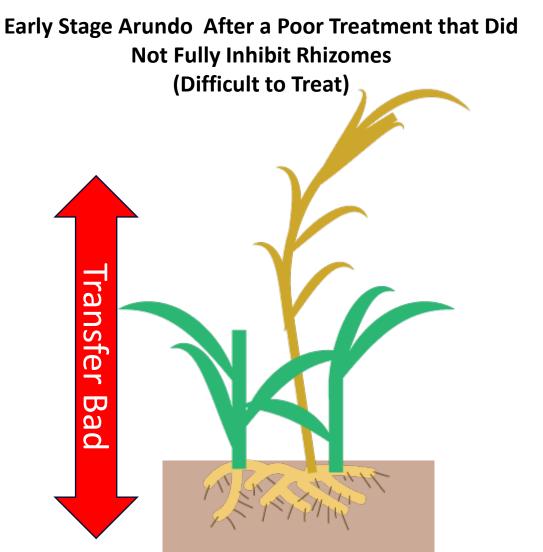




First Treatment Event Important

- Imazapyr and Glyphosate together hinder different portions of the plant's growth system.
- Timing treatment during the plant's growth timeline is important.
- Re-treating after a bad initial treatment (that was done with just one herbicide) is difficult because the green material does not transfer the herbicide to the rhizomes as effectively.





Local Agency Actions (Examples)

- Herbicide Prohibition (1979) Mendocino County, CA One of the first local municipalities to pass a pesticide ordinance, prohibiting aerial application of phenoxy herbicides.
- Herbicide Prohibition (2014) Takoma Park, MD First local municipality to generally restrict the use of cosmetic lawn pesticides on both private and public property within city jurisdiction. Exceptions exist for the control of certain noxious weeds, invasive species, and public health pests.
- Synthetic Herbicides as Last Resort (~2019) Irvine Ranch Water District, Irvine City and Irvine Unified School District developed Integrated Pest Management (IPM) Plans. San Franciso City/County follows a similar approach and has a Reduced Risk Pesticide List.

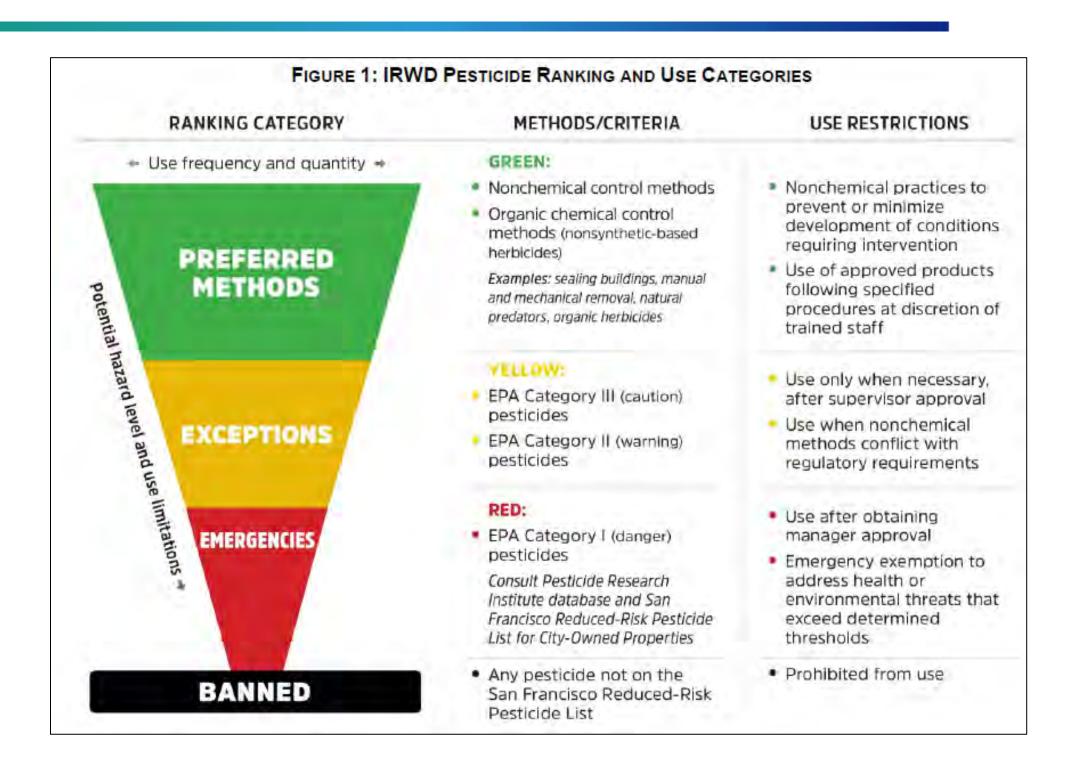






IRWD Integrated Pest Management Plan

- The local agency has Integrated Pest Management (IPM) plan that effectively identify some "herbicides as a last resort."
- Glyphosate is within the red category; imazapyr in the yellow category.



Local Agency Actions - San Francisco

- The municipality has an integrated pest management plan and grants exemptions for pesticides on its Reduced-Risk Pesticide List.
- The document states it is "San Francisco-specific, and not recommended for other local agencies."

Examples from Reduced-Risk Pesticide List

Product Name	Ingredients	Pesticide Hazard Tier	Use Limitation Type	Use Instructions & Limitations
Roundup Custom	Glyphosate	Most Hazardous (Tier 1)	Most Limited	Use only for situations where root translocation or residual effect on sensitive areas makes other alternatives infeasible.
Nufarm Polaris	Imazaphyr	More Hazardous (Tier II)	More Limited	Alternative to Tier 1 herbicides. Use caution with adjoining desirable vegetation.

Herbicide Regulations and This Project

- Information on IERCD:
 - The glyphosate being used on this SAWPA-funded project is a small portion of the overall glyphosate IERCD staff uses on their total amount of invasive species removal projects.
 - IERCD puts staff through herbicide training and have control steps in place.
 - IERCD regularly works with County Agriculture Commissioner on compliance with State regulations, such as the Department of Pesticide Regulation codes.





Application and California Regulations

- Application/use of herbicides near water sources must follow strict guidelines in California per California Code of Regulations (Title 3. Food and Agriculture) – Division 6. Pesticides and Pest Control Operations.
 - Chapter 4: Environmental Protection (Groundwater Protection).
 - Chapter 5: Surface Water.
- There is language in these regulations on wind speed, weather, runoff, etc.

Initial Proposed Project Budget

(with Change Order No. 1)

Task	Task Description	Original Task Order	Change Order No. 1	Total
1	Access Agreements, Right of Entry, Encroachment	\$10,775	\$38,348	\$49,123
2	Surveying and Mapping	\$16,357	\$16,954	\$33,311
3	Invasive Species Removal, Herbicide Application, Retreatment, and Restoration	\$107,097	\$361,720	\$468,817
4	Admin - Environmental Review, Project Management, Administration, and Reporting	\$13,548	\$51,246	\$64,794
Totals		\$147,777	\$468,268	\$616,045

Initial Proposed Project Budget

(With No Glyphosate Option – High Level Estimate)

Task	Current Task Order	Initial Change Order	No Glyphosate Change Order	Total Range
1	\$10,775	\$38,348	\$38,348	\$49,123
2	\$16,357	\$16,954	\$16,954	\$33,311
3	\$107,097	\$361,720	2x or 3x increase \$723,440 to \$1,085,159	\$468,817 to \$1,085,159
4	\$13,548	\$51,246	\$51,246	\$64,794
Totals	\$147,777	\$468,268	\$829,988 to \$1,91,708	\$616,045 to \$1,339,485

A 2x to 3x cost increase for Task 3 could occur as additional site visits will likely be needed to ensure effective removal of Arundo with just imazapyr. And in some cases, Arundo cannot be removed with imazapyr due to proximity to desirable vegetation.

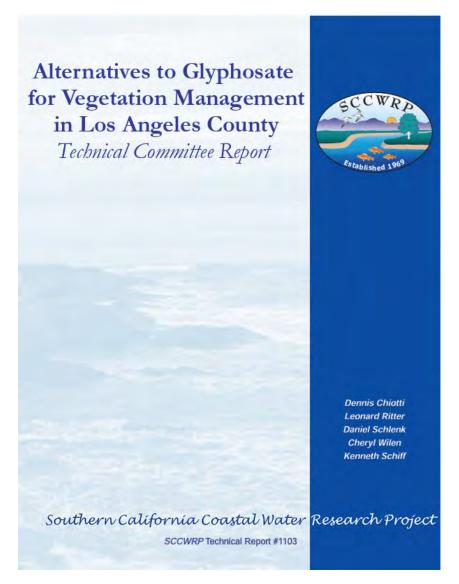
Not shown is the cost estimate of using neither glyphosate or imazapyr.

As of April 30, 2025 there is \$718,790 remaining in the special project fund for Arundo Removal.

Alternative Methods

- Mechanical Removal
- Soil Solarization
- Prescribed Burn
- Biological Control
- Ecological Restoration

Much Of The Following Information Comes from This Report



Mechanical Removal

- Description mechanical includes
 - Cutting and digging: Repeated cutting combined with careful excavation of rhizomes.
 - Mechanical mulching or mowing: Using machines to mulch the biomass, but must be followed up with consistent removal of regrowth.
 - Excavation: Removing both stems and rhizomes with heavy machinery (best during low-flow periods). This is the most effective non-chemical method but costly.
 - SAWPA has identified information that mechanical removal with excavator \$40 per hour, operator (1 staff) \$100 per hour, fuel \$10 per hour; total \$150 per hour.
 - IERCD Technical Crew (4 staff) are \$112 per hour plus \$19 per hour of equipment (PPE and Herbicide Formulation); total of \$131 (for crew and PPE/Herbicide).
 - These costs do not include permit/planning/mitigation and project management costs.

Pros/Cons Mechanical Removal

• Pros:

- Avoids herbicide use.
- Immediate reduction in biomass.

• Cons:

- Labor-intensive and expensive.
- Can stimulate regrowth if rhizomes are left.
- Any rhizome fragments left behind can resprout even when buried at depths up to ten feet.
- Additional permit requirements from California Department of Fish and Wildlife, Regional Water Quality Control Board and U.S. Army Corps.

Soil Solarization

- Description Using clear plastic to trap heat energy from the sun to bring about physical, chemical, and biological changes in the soil that will kill soil pathogens and weed seed.
- Applicable to a variety of sites, especially with little wind or cloud cover.

Pros/Cons Soil Solarization

Pro –

 Provides safe and effective control of weed seed and plant pathogens to a depth of 6 inches if done correctly with sufficient radiant heat energy from the sun

Cons –

- Does not work on perennial plants (Arundo is a perennial grass)
- Labor intensive to install and maintain
- Ultraviolet resistant plastic must be used, which is not readily available
- Kills beneficial microbes and insects as well as any native seeds in the seed bank
- Effective only at warm times of the year

Prescribed Burn

- Description Burn mature stands in coordination with fire departments.
 - Weather, topography, and available fuel determine the temperature and intensity of the prescribed burns.

Pros/Cons Prescribed Burn

• Pros:

Reduces biomass quickly.

• Cons:

- New sprouts will quickly emerge from the rhizomes post fire. New canes grow rapidly and recolonize the disturbed area, outcompeting the native vegetation and likely entrenching Arundo in the burned area.
- Needs permits and planning.
- Not effective on rhizomes alone.

Biological Control

- Description Use of animals, fungi, or other microbes to feed upon, parasitize or otherwise interfere with a targeted pest species. Successful biocontrol programs usually significantly reduce the abundance of the pest, but in some cases, they simply prevent the damage caused by the pest.
- The U.S. Department of Agriculture has released this strategy against Arundo in some areas, however, there are mixed reports of their success. At best, any biocontrol agent will suppress invasive populations, rather than eliminating them completely.
- Examples
 - The Arundo wasp (Tetramesa romana) and Arundo scale (Rhizaspidiotus donacis) are under evaluation for use in California.

Arundo Wasp



Pros/Cons Biological Control

• Pros:

- Long-term control potential.
- Low cost after initial implementation.

• Cons:

- Still under research and regulatory approval.
- Risk of unintended ecological impacts.

Ecological Restoration

- After mechanical removal, plant fast-growing native riparian species like mulefat (*Baccharis salicifolia*), willows (*Salix* spp.), or sedges to outcompete *Arundo*.
- Healthy riparian plant communities help resist reinvasion.
- Can require irrigation of native plants without water source.

Pros/Cons Ecological Restoration

• Pros:

- Prevents reinfestation
- Supports ecosystem recovery

• Cons:

Requires careful planning and ongoing monitoring

SAWPA's Unique Role

- SAWPA is undertaking this project in order to use long-term funding from the Proposition 13 Water Bond.
- Unlike the three Irvine-based agencies, we are not performing weed (in this case Arundo) management on long-term managed properties.
- Closest comparison is Irvine Ranch Water District (IRWD), as it is doing projects near some waterbodies like San Joaquin Marsh.
- Note Unliked IRWD, SAWPA does not own or lease the Headwaters Projects properties.

Questions

- The options for moving forward are generally -
 - Change scope of project.
 - Discontinue project.
 - Approve change order.
 - Develop plan before proceeding with project.
 - Further research project sites.
 - Conduct other research before taking action.

Thank You

Ian Achimore
Santa Ana Watershed Project Authority
(951) 354-4220
ian@sawpa.gov
sawpa.gov





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SANTA ANA WATERSHED PROJECT AUTHORITY TASK ORDER NO. IERCD387-01

PARTNER: Inland Empire Resource Conservation District VENDOR NO.:2322

25864-K Business Center Drive

Redlands, CA 92374

COST: \$147,777.07

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: Ian Achimore, Senior Watershed Manager July 19, 2022

-DocuSigned by:

FINANCE: Kasen Williams 7/20/2022

Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding: 387ARUND-60121-01

Acct. Description: Consulting – General

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()

Authorization: July 19, 2022; CM#2022.50

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and Inland Empire Resource Conservation District (Partner) pursuant to the General Services Agreement between SAWPA and Partner, entered into on July 19, 2022, expiring December 31, 2027.

I. PROJECT NAME OR DESCRIPTION

Arundo Donax Removal in the Santa Ana River Basin Headwaters

II. SCOPE OF WORK

Partner shall help acquire access, survey for, and perform removals of the noxious weed *Arundo donax* in the Santa Ana River Basin's headwaters in the following project sites (see Exhibit A for Project Area location maps):

Project Site	Project Site Size (Acres)
Cajon Creek	1,285
Coopers Creek	108
Live Oak Canyon	44
Lytle Creek	6,398
Mill Creek	6
Morey Arroyo	13
Noble Creek	244
Palm Canyon	33
San Timoteo Canyon	511
Santa Ana River Main Stem	1,217
The Zanja	42
Waterman Canyon and East Twin Creek	206
Yucaipa Waterways	61
TOTAL	10,168

III. TASKS TO BE PERFORMED

Partner shall provide all labor, materials, and equipment for the Project to perform the Scope of Work and the following Tasks:

Task 1: Access

Acquire access to parcels owned by third-parties. Work may include meeting with third-party owners to describe removal and re-vegetation efforts, providing materials to educate third-party owners, visiting sites to meet with third party owners, and review of any possible third-party conditions for access.

Task 2: Survey and Mapping

Task 2.1 Enter third-party owned property, following access approval, and document locations of *Arundo donax* stands and other non-native plants (such as tamarisk if located near *Arundo donax* stands) through visual surveys. Surveys will involve verification of remote sensed points and foot-surveys of tributaries with presumed *Arudno donax* populations.

Task 2.2 Conduct GPS mapping of all surveyed areas including all Arundo donax populations documented as a result of survey efforts.

Task 2.3 Prepare and provide a survey summary report including maps and tables of results to be included in the mid-project and final project report.

Task 3: Removals, Treatments, and Monitoring

Remove and/or apply appropriate herbicide to all documented Arundo donax stands within the designated areas (Exhibit A) will occur in the approximately first two years. Removal may entail physical cutting of stands followed by herbicide application to cut canes or foliar application to leaves. Treatment locations will be monitored for the three subsequent years following the initial treatment. Re-treatment applications will be conducted if necessary following monitoring of initial treatments within those three subsequent years.

Task 4: Administrative: Environmental Impact Analysis and Reporting

Task 4.1 Perform initial environmental impact analysis and CEQA compliance filing prior to initiating removal activity. Perform consultation with regulatory agencies.

Task 4.2 Create a mid-project report and final project report. The reports will include:

- A detailed summary of all survey, access, and removal work conducted;
- An updated property owner access matrix;
- Cumulative inventory and removal maps for Arundo donax survey and treatment work;
- Cumulative removal tables detailing number of Arundo donax stands removed or surveyed and total acreages for removal and survey work by year;
- Cumulative monitoring and re-treatment maps;
- Discussion of general success and failures; and
- Photos of work areas including before and after photos from established GPS photos points.

IV. DELIVERABLES

- A. Quarterly Invoices.
- B. Draft Survey Report for SAWPA review and comment.
- C. The mid-project and final project report.

V. PERFORMANCE TIME FRAME

Partner shall begin work within ten days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before September 30, 2027.

VI. SAWPA LIAISON

Ian Achimore, Senior Watershed Manager, will serve as liaison between SAWPA and Partner.

VII. COMPENSATION

For all services rendered by Partner pursuant to this Task Order, Partner shall receive a total sum not-to-exceed \$147,777.07 in accordance with the Project Budget provided in Exhibit B. Payment for such services (except the last invoice) shall be made upon receipt of proper invoices as shown in Exhibit C from Partner, as required by the above-mentioned Agreement. Payment for services in the last invoice shall be provided, notwithstanding Section VI's other conditions, when SAWPA has approved the Final Survey Report.

VIII. 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 Agreement for Services by Independent Partner;
- **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; and
- **d.** Specifications incorporated by reference.

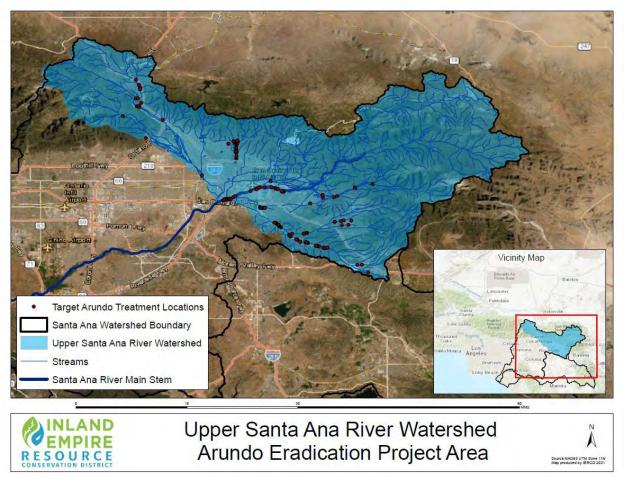
In witness whereof, the parties have executed this Task Order on the date indicated below.

SANTA ANA WATERSHED PROJECT AU DocuSigned by: Jeffrey J Mosler	THORITY 7/21/2022			
Jeffrey J. Mosher, General Manager	Date			
INLAND EMPIRE RESOURCE CONSERVATION DISTRICT DocuSigned by:				
James Earsom 39BBB22C4D21484		8/12/2022		
(Signature)	Date	Print/Type Name and Title		

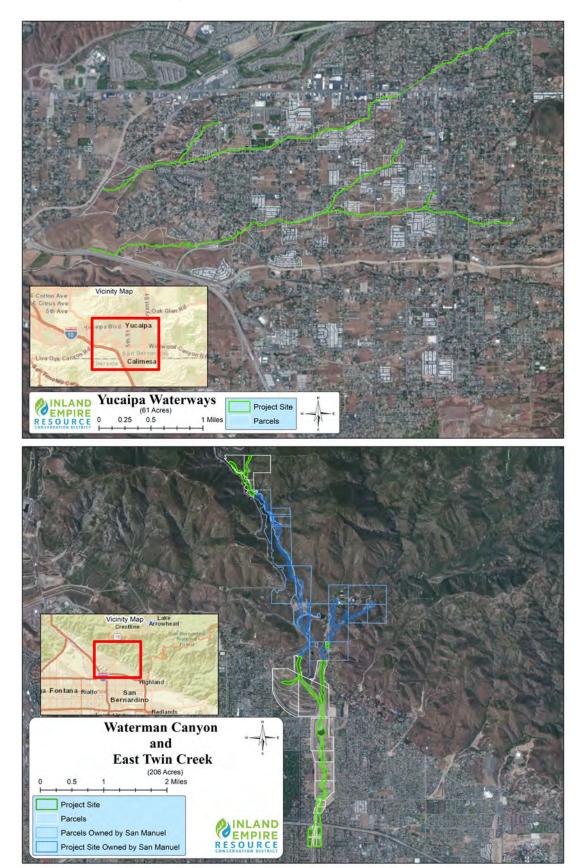
Exhibit A.

Project Site Maps

Map 1. Target Extirpation Area with known and remote sensed Arundo donax stands

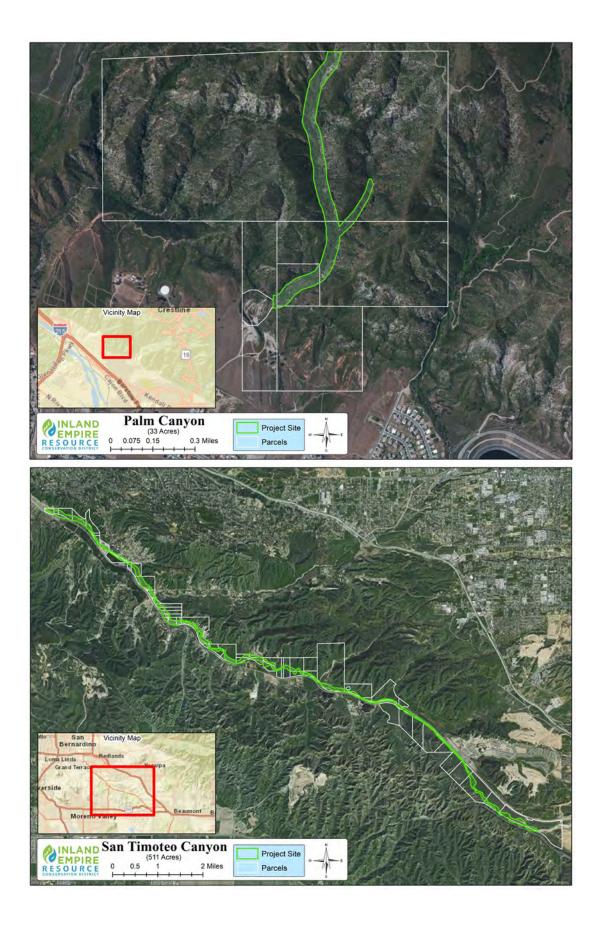


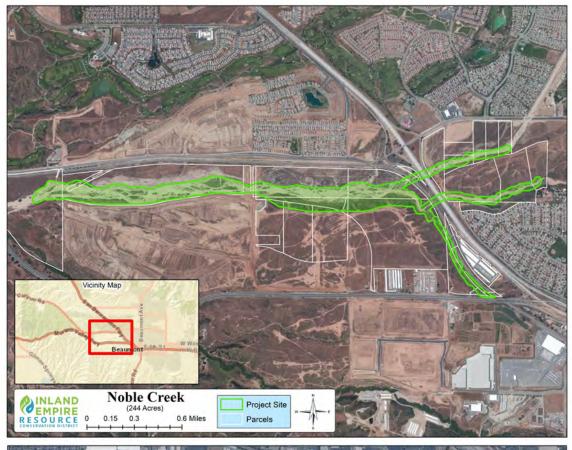
Map Set 2. Removal Areas and Parcels



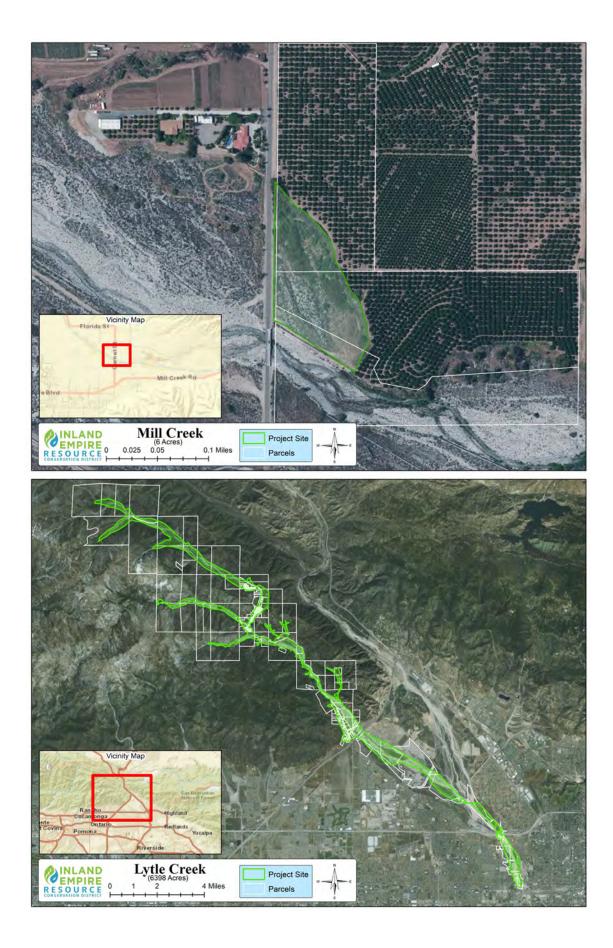


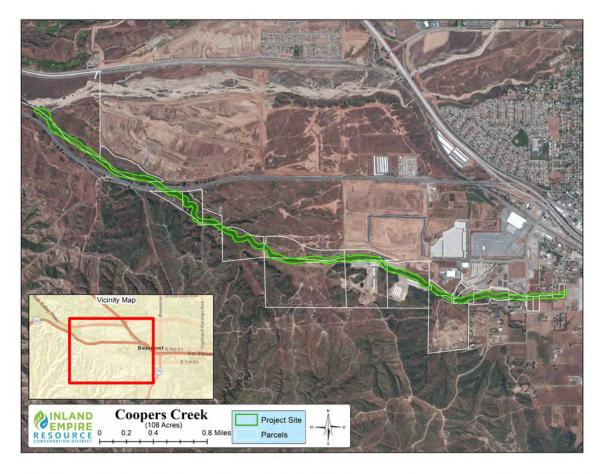




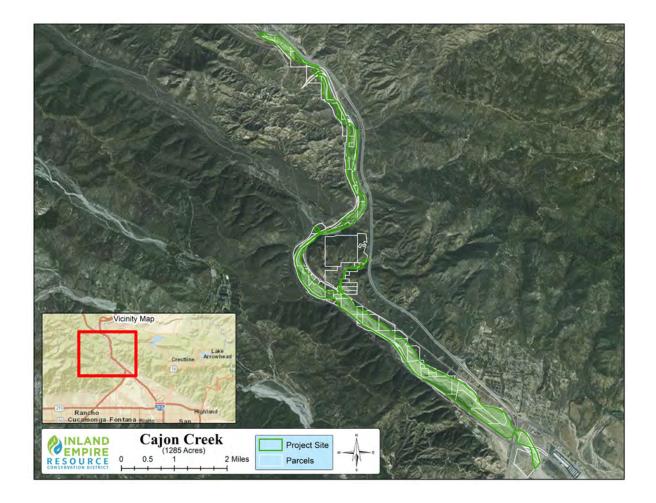












Note: Approval to Enter Every Parcel Not Granted at Time of Task Order Execution

Exhibit B

Budget

Upper Santa Ana River Arundo donax Extirpation

Cost Estimate for 5-year Project Implementation

	Year 1	Year 2	Year 3	Year 4	Year 5	Hours	Costs
	Task 1. A	Access Agreem	ents, Right o	f Entry, Encr	oachment		
Restoration Ecologist	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37		
RE Hours	20	15	5	5	5		
Field Ecologist	\$33.60	\$35.28	\$35.28	\$35.28	\$35.28	260	\$10,175.20
FE Hours	80	80	30	20			
Totals	\$3,780.00	\$3,682.35	\$1,359.38	\$1,021.63	\$331.83		
		Task 2. S	urveying and	Mapping			
Restoration Ecologist	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37		
RE Hours	10	10	0	0	0		
Field Ecologist	\$33.60	\$35.28	\$35.28	\$35.28	\$35.28		
FE Hours	80	50	40	10	10		
Habitat Site Lead	\$30.80	\$32.34	\$31.80	\$33.39	\$32.80	420	\$15,999.00
HSL Hours	80	50	40	10	10		
Restoration Technician Crew	\$112.00	\$117.60	\$123.48	\$129.65	\$136.14		
RTC Hours	10	10	0	0	0		
Totals	\$6,818.00	\$5,130.30	\$2,683.20	\$686.70	\$680.80		
Task 3. I	nvasive Specie:	s Removal, He	rbicide Appli	cation, Retre	atment, and	Restorat	ion
Restoration Ecologist	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37		
RE Hours	10	10	10	10	10		
Field Ecologist	\$33.60	\$35.28	\$35.28	\$35.28	\$35.28		
FE Hours	60	50	40	30	20		
Habitat Site Lead	\$30.80	\$32.34	\$31.80	\$33.39	\$32.80	850	\$54,816.44
HSL Hours	120	100	50	20	10		
Restoration Technician Crew	\$112.00	\$117.60	\$123.48	\$129.65	\$136.14		
RTC Hours	120	100	50	20	10		
Totals	\$19,698.00	\$17,331.30	\$9,777.17	\$4,951.34	\$3,058.63		
Task 4. Adı	min - Environm	ental Review,	Project Mand	agement, Adı	ministration,	and Rep	orting
Restoration Ecologist	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37		
RE Hours	50	40	30	30	20	220	\$13,547.02
Field Ecologist	\$33.60	\$35.28	\$35.28	\$35.28	\$35.28		
FE Hours	10	10	10	10	10		
	12		_			_	·

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Totals	\$3,402.00	\$2,998.80	\$2,511.50	\$2 , 601.79	\$2,032.93		
		Total Labo	r			1,750	\$94,537.66
One-Time Costs							
Herbicide (product, dye, surfactant)	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1	7,000.00
PPE and application equipment	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2	2,500.00
Outreach materials	\$200.00	\$200.00	\$200.00			\$	600.00
Mileage	\$840.00	\$840.00	\$784.00	\$560.00	\$560.00	\$	3,584.00
Total One-Time						\$2	3,684.00
Cumula	tive Costs Tab	le					
Labor	\$94,5	\$94,537.66					
One-Time Costs	\$23,684.00						
Subtotal	\$118,221.66		1				
Contingency	\$29,5	55.41					
Final Cost	\$147,777.07						

Exhibit C

Invoice Template

The following tables are to be provided with each invoice on official letterhead that is signed by the Consultant.

Budget Tracking Table

Task	Budget	Current Invoice Amount	Invoiced to Date	Amount Remaining in Contract
1	\$			
2	\$			
3	\$			
4	\$			
Total	\$			

The consultant shall also provide general photos of work being completed in invoice period as well as the associated date and location of work.



PARTNER:

SANTA ANA WATERSHED PROJECT AUTHORITY CHANGE ORDER NO. 1 TO TASK ORDER NO. IERCD387-01

Inland Empire Resource Conservation District

	25864-K Business Redlands, CA 923							
PROJECT:	Arundo Donax Re	emoval in the San	ta Ana River Bas	in Headwaters	;			
COST:	\$468,268.00	\$468,268.00						
REQUESTED BY:	Ian Achimore, Inte	erim Planning De	partment Manage	er	May 20, 2025			
FINANCE:	Karen Williams, D	Deputy GM/CFO	Date					
FINANCING SOURC		ng:	387ARUND-60 Consulting – G					
COMMISSION AUTH Authorization: May 20			S CHANGE:	YES (X)	NO ()			
Partner is hereby dire	ected to provide the	work necessary	to comply with th	is change orde	er.			
DESCRIPTION / JUS	STIFICATION OF (CHANGE: See th	e attached scope	and fee for se	ervices.			
CHANGE IN CONTR	ACT TIME: Decei	mber 31, 2029						
CHANGE IN TASK O	ORDER PRICE:	Original Task C Change Order Contract Total:		\$ 147,77 \$ 468,26 \$ 616,04	<u> 88.00</u>			
ACCEPTANCE: Partner accepts the training from or related accordance with the training Change Order is here Provisions of the Corsanta ANA WATER	d to this Change O terms and in compleby agreed to, accent atract Specifications	rder. Partner agr iance with applica epted and approv s.	ees to perform th able sections of C	e above descr Contract Specif	ibed work in fications. This			
Jeffrey J. Mosher, Ge	eneral Manager	Date	_					
INLAND EMPIRE RE	ESOURCE CONSE	RVATION DISTF	RICT					
(Signature)		Date	 	int Name and Ti	 itle			

VENDOR NO.: 2322

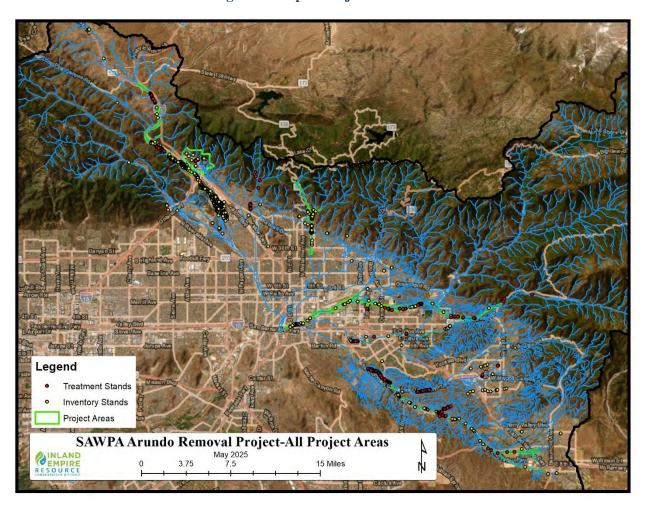
SCOPE OF WORK - CHANGE ORDER No. 1

The Change Order No. 1 to IERCD387-01 includes the same Scope of Work and tasks as IERCD387-01. Per the previous Commission update focused on this Project on November 5, 2024, SAWPA/IERCD learned that there is more Arundo stands in the 14 project areas than previously thought at the start of this project in 2022. Using the most recent data from IERCD from April 2025, 375 stands of Arundo Donax have been treated and the Project Areas have been refined as follows in Table 1. This is an updated version of Table 1 from Task Order IERCD387-01.

Table 1: Project Sites

Project Site	Project Area (Acres)
Cajon Creek	876
Coopers Creek	74
Devore Community	1,426
Live Oak/Yucaipa Creek	31
Lytle Creek	4,361
Mill Creek	677
Morey Arroyo	9
Noble Creek	167
Palm Canyon	23
San Timoteo Canyon (All Sub-	350
Watershed)	
Santa Ana River	1,973
Waterman Canyon & East Twin Creek	254
Yucaipa Waterways	42
Zanja	29
TOTAL	10,292

Figure 1: Map of Project Areas



FEE FOR SERVICES - CHANGE ORDER No. 1

	Existing Task Order			Change Order No. 1									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Task Order Total	Change Order Total	Grand Totals
	2022	2023	2024	2025	2026	2025	2026	2027	2028	2029			
Task 1. Access Agreements	\$4,380	\$3,682	\$1,359	\$1,022	\$332	\$11,445	\$9,981	\$7,287	\$4,727	\$4,908	\$10,775	\$38,348	\$49,123
Task 2. Surveying & Mapping	\$7,176	\$5,130	\$2,683	\$687	\$681	\$6,607	\$4,480	\$3,637	\$1,115	\$1,115	\$16,357	\$16,954	\$33,311
Task 3. Invasive Species Removal	\$30,154	\$27,788	\$20,233	\$15,408	\$13,515	\$101,134	\$105,452	\$80,553	\$42,943	\$31,638	\$107,097	\$361,720	\$468,817
Task 4. Admin - Project Mgmt	\$3,402	\$2,999	\$2,512	\$2,602	\$2,033	\$10,300	\$10,759	\$11,241	\$10,686	\$8,260	\$13,547	\$51,247	\$64,794
	\$45,113	\$39,599	\$26,787	\$19,718	\$16,560	\$129,486	\$130,673	\$102,718	\$59,471	\$45,921	\$147,777	\$468,268	\$616,045



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

This Agreement is made this **20**th **day of May, 2025** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, CA, 92503 and Inland Empire Resource Conservation District ("Partner") whose address is 25864-K Business Center Drive, Redlands, CA 92374.

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 Partner to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Partner 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 Partner possesses the necessary skills,
 qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Partner shall be specifically described in one or more written Task Orders issued by SAWPA to Partner pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Partner 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, 2029**, unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

- **2.01** Partner 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 Partner, the amount of compensation to be paid, and the expected time of completion.
- **2.02** Partner may at Partner's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and partners as Partner deems necessary to perform each assignment; provided that Partner 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 Partner, SAWPA agrees to pay Partner 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 Partner to its clients.
- **3.03** Partner 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 Partner 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 Partner.

ARTICLE IV PARTNER OBLIGATIONS

- **4.01** Partner 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 Partner shall comply with all local, state and federal laws, rules and regulations. Partner 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, Partner will supply all personnel and equipment required to perform the assigned services. Partner, and any of its personnel, shall perform the services required under this Agreement as an independent contractor. Partner personnel assigned to provide services under this Agreement on behalf of Partner shall be under the exclusive control of Partner and shall remain employees of Partner and not employees of SAWPA. Likewise, any personnel of SAWPA providing services pursuant to this Agreement shall remain employees of SAWPA and not of Partner. By virtue of this independent contractor provision and understanding, Partner shall not be considered a joint employer of SAWPA personnel.
- **4.03** Partner 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: Partner 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 Partner, its agents, representatives, employees or sub-contractors.
- 4.04(a) **Coverage -** Coverage shall be at least as broad as the following:
 - 1. Commercial General Liability (CGL) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Partner has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 - 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - **4. Professional Liability** (Also known as Errors & Omission) Insurance appropriates to the Partner 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 Partner 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 Partner 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 Partner 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 Partner. 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:

- 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 Partner 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 Partner including materials, parts, or equipment furnished in connection with such work or operations.
- 2. Primary Coverage: For any claims related to this project, the Partner'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 Partner'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 Partner 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 – Partner shall furnish SAWPA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All

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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 Partner'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** Partner shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Partner shall ensure that SAWPA, its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.
- **4.05** Partner 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 Partner. To the extent permitted by law, Partner 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 Partner 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 Partner supervise or otherwise perform the services specified in each Task Order, Partner shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.
- **4.07** In the event Partner 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. Partner 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, Partner shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.
- **4.08** Partner 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 Partner 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 Partner 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, Partner shall not be compensated for such services.

- **6.03** Partner 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 Partner 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: PARTNER CHANGE ORDERS

7.01 In the event SAWPA authorizes Partner to perform construction management services for SAWPA, Partner may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Partner may receive a request for a Change Order from the construction contractor. Partner 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 Partner, whether or not a Task Order has been issued to Partner.
- **8.03** In the event of termination, the payment of monies due Partner 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

PARTNER STATUS

- **9.01** Partner shall perform the services assigned by SAWPA in Partner's own way as an independent contractor, in pursuit of Partner's independent calling and not as an employee of SAWPA. Partner shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Partner shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.
- **9.02** Partner 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, Partner represents and warrants that the individual signing this Agreement on behalf of Partner has the full authority to bind Partner 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 Partner in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Partner shall promptly deliver all such materials to SAWPA. Partner 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 Partner. SAWPA agrees to not release any software "code" without prior written approval from the Partner.

10.02 Partner 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, Partner 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 Partner 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** Partner 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 Partner 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 Partner from SAWPA as of the date of death will be paid to Partner'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 Partner 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 Partner.
- **11.05** SAWPA expects that Partner 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 Partner's duties under this Agreement or create any conflicts of interest. If required by law, Partner shall file a Conflict of Interest Statement with SAWPA.
- **11.06** Any dispute which may arise by and between SAWPA and the Partner, including the Partners, 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, Partner 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. Partner and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Partner and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Partner and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Partner shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- **11.08** Contractor's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.
- **11.09** This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

SANTA ANA WATERSHED PROJECT AUTHORITY					
Jeffrey J. Mosher, General Manager	Date				
INLAND EMPIRE RESOURCE CONSERVA	ATION DISTRICT				
(Signature)	 Date	Print/Type Name and Title			

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RESOLUTION NO. 427

RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY DIRECTING THE GENERAL MANAGER TO ESTABLISH A POLICY ON THE DISBURSEMENT OF FUNDS COLLECTED FROM MITIGATION BANK CREDIT SALES

WHEREAS, on March 7, 2000, the electorate of the State of California voted to approve Proposition 13, the Costa-Machado Water Act of 2000 (Act) containing the Southern California Integrated Watershed Program (SCIWP) (California Water Code Sections 79104.20 through 79104.34), providing \$235 million for local assistance grants; and

WHEREAS, the State Legislature has appropriated funds to the State Water Resources Control Board (SWRCB) to be allocated to the Santa Ana Watershed Project Authority (SAWPA) for projects to rehabilitate and improve the Santa Ana River Watershed; and

WHEREAS, on September 20, 2001, the SWRCB authorized the Executive Director or designee to negotiate, execute and amend contracts with SAWPA to provide funding for one project from the SCIWP, titled Arundo Removal Program; and

WHEREAS, on April 23, 2003, SAWPA purchased 100 acres of Mitigation Bank Credit pursuant to an agreement with the Riverside County Park and Open Space District to and as part of the Arundo Removal Program; and

WHEREAS, it is the intent of the SWRCB and SAWPA that the proceeds from the sale by SAWPA of such Mitigation Bank Credits are to be used for the removal of Arundo and other non-native invasive plants in the Santa Ana River Watershed; and

Resolution No. 427 Page 2

WHEREAS, by this resolution SAWPA intends to adopt a policy consistent with the foregoing intent.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the SANTA ANA WATERSHED PROJECT AUTHORITY as follows:

That the SAWPA Commission hereby establishes a Habitat Restoration Fund Policy attached hereto as Exhibit "A" to ensure that proceeds of sales of Arundo Mitigation Bank credits are used in a manner consistent with those envisioned by the Southern California Integrated Watershed Program and the Integrated Watershed Plan as outlined above and in the attachment.

APPROVED AND ADOPTED THIS 18th day of May, 2004.

SANTA ANA WATERSHED PROJECT AUTHORITY

Chairman of the Commission

Attachment: Exhibit A

Policy Name	Habitat Restoration Fund	55	SAWPA
Policy Number	04-03	SAWPA	Santa Ana Watershed Project Authority
Date/Authorized	5-18-04		

EXHIBIT A

Policy Name: Habitat Restoration Fund Administration

History: Effective May 18, 2004

Application: Disposition of Funds Generated from the Sale of Arundo Mitigation Bank Credits

PURPOSE:

This policy is intended to clarify, explain and provide guidance on the management of funds generated by the sale of Arundo Mitigation Bank credits as part of the Southern California Integrated Watershed Program, Arundo Removal Program.

BACKGROUND:

As part of the SCIWP, SAWPA purchased 100 acres of Arundo Mitigation Bank credits from the Riverside Park and Open Space District (District). The terms of this Agreement are summarized in Amendment No. 1 of the Grant Funding Contract between SAWPA and the District. SAWPA purchased the 100 habitat units for \$4 million and the District will sell those units as broker on behalf of SAWPA for the current price of \$45,398 per habitat unit, less a 2% administrative fee deducted from the total price. As part of the Arundo removal agreement with the SWRCB, the proceeds of the sale of Arundo Mitigation Bank units are to be used for the removal of additional Arundo and other heavy water using invasive plants within the watershed and to prevent Arundo reinfestation in areas where Arundo has already been removed, as well as related habitat and wetland efforts, so long as funds are available.

POLICY:

Upon receipt of funds from the District generated from the sale of SAWPA-owned Mitigation Bank Credits, SAWPA shall deposit such funds into a segregated account for the purpose of funding the removal of Arundo and other heavy water using invasive plants within the watershed and to prevent Arundo reinfestation in areas where Arundo has already been removed, as well as related habitat and wetland efforts, so long as funds are available. This segregated, account will be included in the SAWPA budget. The account will accrue interest.

The funds in that account will not be disbursed until after July 1, 2005 or a date following the close-out of the SCIWP Arundo Program. SAWPA administrative costs related to this account and the plant removal program will be deducted from the account.

Any project related expenditures from the account shall be approved by the SAWPA Commission to ensure consistency with the purpose of the Habitat Restoration Fund and the Integrated Watershed Plan.

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COMMISSION MEMORANDUM NO. 2025.57

DATE: August 5, 2025

TO: SAWPA Commission

SUBJECT: Santa Ana River Conservation and Conjunctive Use Program – Water

Use Efficiency Program Finalization

PREPARED BY: Ian Achimore, Interim Planning Department Manager

RECOMMENDATION

Receive and file.

DISCUSSION

As part of the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP), SAWPA served as the lead agency in implementing the SARCCUP Water Use Efficiency Project. This project focused on advancing efficiency-based water budgeting across the watershed to support long-term water reliability and sustainability and included the following scope:

- SAWPA partnered with up to ten retail water agencies within the watershed to develop and implement efficiency-based water budgets.
- These budgets were designed to generate approximately 1,200 acre-feet (AF) of water savings over a three-year period (400 AF per year).

The Project was implemented through the following components:

- SAWPA and its consultant, NV5, worked directly with eight retail water agencies located in the upper watershed.
- The Municipal Water District of Orange County (MWDOC) engaged with eight water agencies in northern Orange County to implement similar efforts.
 - A sub-agreement between SAWPA and the Orange County Water District provided funding support for MWDOC's participation and implementation activities.

Implementation occurred over a three-year period, from 2021 through 2024. A summary of key lessons learned from the project implementation is included in the attached presentation. These insights are intended to inform future regional water use efficiency initiatives and enhance program effectiveness.

RESOURCE IMPACTS.

The \$670,675 project was funded by member agency funding (cost share) and the Proposition 84 Integrated Regional Water Management (IRWM) 2015 Round Department of Water Resources grant.

Attachments:

1. PowerPoint Presentation

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Santa Ana River Conservation and Conjunctive Use Program – Water Use Efficiency Program Finalization

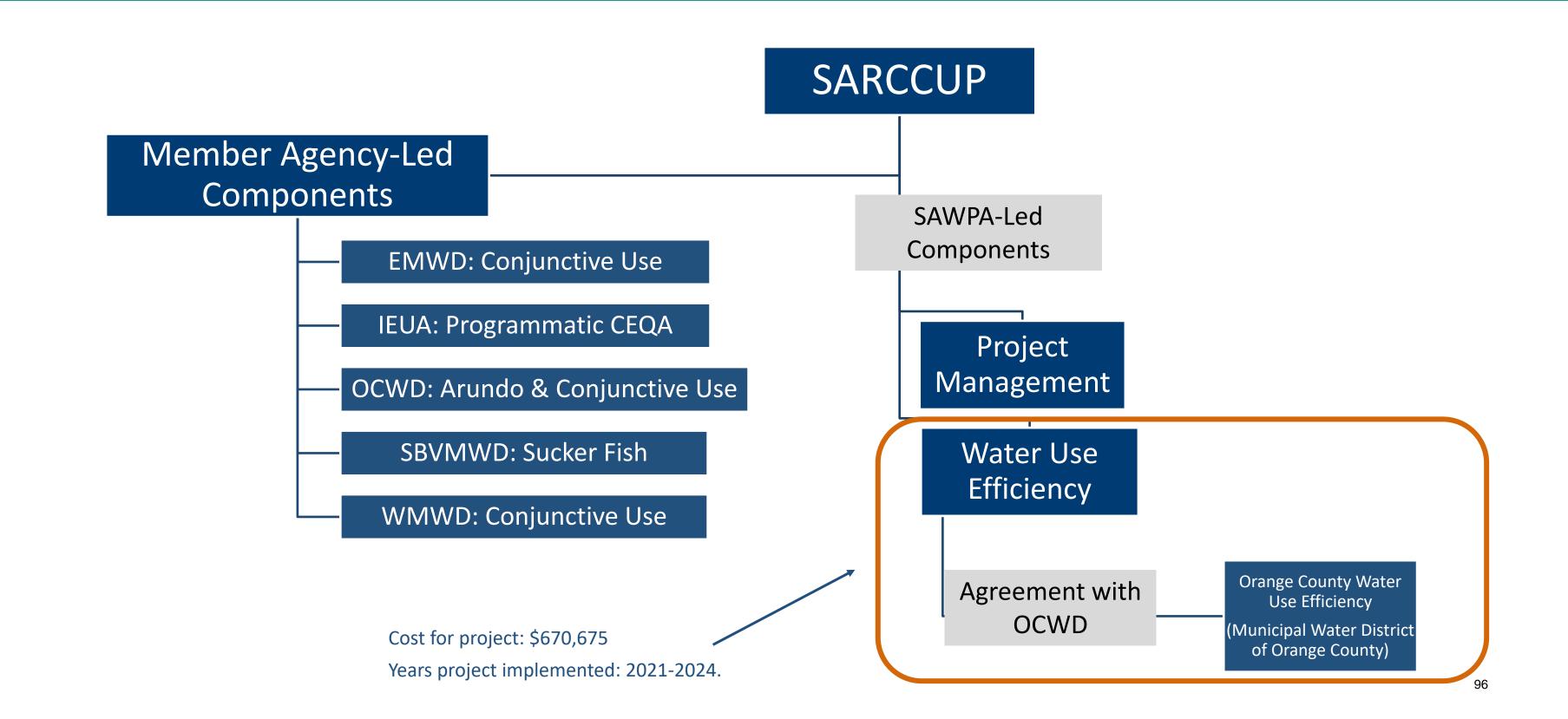
SAWPA Commission Item Number 6.B

Ian Achimore, SAWPA
Interim Planning Department Manager

August 5, 2025



Water Use Efficiency Portion of SARCCUP



Purpose of Water Use Efficiency Implementation

- Work with retail water agencies in the watershed to create efficiency-based water budgets.
- Efficiency based budget deliverables provided to partners include landscape feature (trees, shrubs, etc.) measurement data and weather (evapotranspiration rate) information.
- Efficiency budgets provided over **1,200** acre-feet over a three-year period (i.e. 400 AFY).

How the work was implemented:

- SAWPA and its consultant, NV5, collaborated with eight retail water agencies located in the upper watershed (Riverside and San Bernardino counties).
- In Orange County, SAWPA has an agreement with the OCWD, which in turn has a separate agreement with the Municipal Water District of Orange County (MWDOC).

Dedicated Landscape Meter Customer Example





Regulatory-Driven Project

- By January 1, 2025, retail water agencies (over a certain size) had to report out their retail-wide water efficiency budget. Their budget includes water needed for dedicated landscape meters, residential customers, and other factors.
- Overall compliance for these regulations begin in 2027.
- The first step was reporting the data as accurately as possible by January 1, 2025.



Water Use Efficiency Implementation Status Update (Upper Watershed)

Retail Partner*	Efficiency Budgets Created	Official Start of Partnership	Deliverables Submitted to Partner
Chino Hills City	135	November 2021	August 2024
Hemet City	140	August 2021	November 2023
Jurupa Community Services District	408	May 2022	November 2023
Loma Linda City	107	March 2022	November 2023
Monte Vista Water District	168	June 2021	November 2023
Perris City	11	August 2021	April 2024
Riverside City	490	June 2021	November 2023
San Bernardino City	190	November 2021	January 2024
Total Dedicated Irrigation Meters Budgets Created	1,649		

^{*}Per direction from SAWPA member agencies, two retailers per member agency were to partner on this effort. With four member agencies in the Upper Watershed that led to 8 total partners.



Water Use Efficiency Implementation Status Update (Upper Watershed)

- Total efficiency budgets created were for 1,649 dedicated irrigation meter customers.
- Amounts were different for retail partners due to the amount of usable customer data (i.e. with items like meter location and meter type) they were able to share with SAWPA consultant NV5.
- All retailers initially offered 190 customers.
- Some retailers were able to do more, which SAWPA approved in certain circumstances when other retailers were determined to not have enough usable customer data.

Dedicated Landscape Meter Customer Example



SAWPA

Next Steps for Upper Watershed Partners

- Each retail partner* had access to WaterView Portal for the customers included in this project.
- This tool is custom designed to help water professionals meet the efficiency requirements established under retail water use efficiency budget regulations.
- Eagle Aerial Solutions (a sub-contractor to NV5) is the portal developer.







**Except Perris as they had 11 customers with usable customer data and the cost to utilize WaterView CII per retailer was \$10,000.



Water Use Efficiency Implementation Status Update (Orange County)

- ◆ Utilized 2020, 3", 4-band aerial imagery through the Orange County Data Acquisition Partnership (OCDAP) to classify and measure dedicated irrigation meter (DIM) landscapes.
- ◆ Cost-share model with OC retailers, Metropolitan, and SAWPA/OCWD.























Water Use Efficiency Implementation Status Update (Orange County)

Retail Partner	Efficiency Budgets Completed (i.e. water agency customer properties)
City of Brea	254
City of Fountain Valley	131
City of Fullerton	263
City of Newport Beach	85
City of Orange	214
City of Santa Ana	326
City of Seal Beach	41
City of Tustin	105
Total	1,419

Lessons Learned



- The organization of OCWD/MWDOC taking the lead, and each member agency receiving two retail partners in the upper watershed worked well.
- Providing the data deliverables in readily-available user formats was helpful to retail agencies.
- Having the right contact at each retail agency was key to ensuring progress.
- Other retail agencies, that haven't partnered on this project, are working on mapping their dedicated landscape meters.
 - Some regional agencies have provided "some seed" funding for water use efficiency.

Thank You

Ian Achimore Santa Ana Watershed Project Authority Office (951) 354-4233 ian@sawpa.gov





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SAWPA Communications Report

Date: August 5, 2025

To: Commission

From: Emily Fuentes

Subject: Communications Highlights

Communications

- Staff hosted a Photojournalism 101 class for the Community-Based Organizations (CBOs)
 participating in the Climate Adaptation and Resilience Plan (CARP). The concepts taught in
 this class will equip the CBOs to capture high-quality photos and videos to be used for
 future CARP projects.
- Staff created outreach touchpoints for the Termination of the Cloud Seeding Program to notify both partners and the public about the end of the program. Additionally, staff spoke with the LA Times about the end of the program.
- Staff hosted the quarterly All-Hands staff meeting. Since the lobby is under construction, the meeting was hosted at Route 30 Brewing Co (SAWPA's neighbors).
- Staff worked with the Associate Project Manager and UCR to do initial one-on-one meetings with the CBOs to go over surveys, needed resources, and strategies for implementing the sub-grantee agreement.
- Staff collaborated with grant partners (Soboba and UCR) to set up bi-weekly meetings to go over strategy, events, and communications materials pertaining to CARP.
- Updates were posted to the Authority's social media channels. Follow SAWPA on social media:
 - X: https://twitter.com/SAWPA Water
 - o Instagram: https://www.instagram.com/sawpa_water/
 - o LinkedIn: http://www.linkedin.com/company/santa-ana-watershed-project-authority
 - o YouTube: https://www.youtube.com/@SAWPATUBE