



SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterlina Avenue. Riverside. California 92503 • (951) 354-4220

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

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
<ul style="list-style-type: none">• https://sawpa.zoom.us/j/83018749154	<ul style="list-style-type: none">• 1 (669) 900-6833
<ul style="list-style-type: none">• Meeting ID: 830 1874 9154	<ul style="list-style-type: none">• Meeting ID: 830 1874 9154

REGULAR COMMISSION MEETING TUESDAY, AUGUST 19, 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

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 18, 2025. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Commission.

4. **ITEMS TO BE ADDED OR DELETED**

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

5. **CONSENT CALENDAR**

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

- A. **APPROVAL OF MEETING MINUTES: AUGUST 5, 2025**.....7
Recommendation: Approve as posted.
- B. **INLAND EMPIRE BRINE LINE RESERVE FUNDS REVIEW (CM#2025.58)**.....13
Recommendation: That the Commission approve the following:
1. **R-01 Brine Line Operating Reserve**
Set the target balance at \$2,548,941, representing 25% of total operating expenses of \$10,195,765 for Fiscal Year Ending (FYE) 2025, an increase of \$257,833, and continue to accrue interest.
 2. **R-07 Brine Line Replacement and Capital Investment Reserve**
Establish the minimum and target funding levels at \$19,870,091 and \$48,830,227, respectively, based on the revised Capital Improvement Plan (CIP) total of \$69.2 million, as determined through Engineering's review.
 3. **Other Reserve Funds**
Approve the continued accrual of interest in FYE 2026 for the following reserve funds, with funding levels (as of June 30, 2025) above their respective targets:
 - o R-02 Brine Line Debt Service Reserve
 - o R-04 Pipeline Capacity Management Reserve
 - o R-05 OC Future Treatment & Disposal Capacity Reserve
 4. **Surplus Allocation**
From the projected \$3,834,230 surplus for FYE 2025:
 - o Transfer \$161,694 to the R-01 Brine Line Operating Reserve to reach its target balance.
 - o Allocate the remaining balance to the R-07 Brine Line Replacement and Capital Investment Reserve.

6. **NEW BUSINESS**

- A. **ARUNDO DONAX REMOVAL IN THE SANTA ANA RIVER BASIN HEADWATERS PROJECT (CM#2025.59)**.....41
Presenter: Ian Achimore
Recommendation: It is recommended that the Commission authorize the Interim General Manager to execute the following:
1. Change Order 1 to Task Order IERCD387-01, which increases the Project budget from \$147,777 to \$616,045 (a change of \$468,268), and
 2. General Services Agreement (GSA) with Inland Empire Resource Conservation District (IERCD).
- B. **REQUEST FOR QUALIFICATIONS ON GROUNDWATER TECHNICAL ASSISTANCE AND SURFACE WATER REPORTING (CM#2025.60)**.....83
Presenter: Ian Achimore
Recommendation: It is recommended that the Commission authorize the release of the Request for Qualifications for Groundwater Technical Assistance and Surface Water Reporting services, on behalf of the Basin Monitoring Program Task Force.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

- A. **CASH TRANSACIONS REPORT – JUNE 2025**135
Presenter: Karen Williams
- B. **INTER-FUND BORROWING – JUNE 2025 (CM#2025.61)**141
Presenter: Karen Williams
- C. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – JUNE 2025 (CM#2025.62)**....147
Presenter: Karen Williams
- D. **PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, MAY 2025**.....169
Presenter: Karen Williams
- E. **PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, MAY 2025**173
Presenter: Karen Williams
- F. **STATE LEGISLATIVE REPORT**177
Presenter: Karen Williams
- G. **GENERAL MANAGER REPORT**.....185
Presenter: Karen Williams
- H. **CHAIR’S COMMENTS/REPORT**
- I. **COMMISSIONERS’ COMMENTS**
- J. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

8. CLOSED SESSION

- A. **PURSUANT TO GOVERNMENT CODE SECTION 54957 – PUBLIC EMPLOYEE APPOINTMENT**
Title: General Manager

9. CLOSED SESSION REPORT

10. ADJOURNMENT

PLEASE NOTE:

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

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

Declaration of Posting

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on August 14, 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.

2025 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

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

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

SAWPA COMPENSABLE MEETINGS

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

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

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

MONTH OF: AUGUST 2025

DATE	TIME	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

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

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**SAWPA COMMISSION
REGULAR MEETING MINUTES
August 5, 2025**

COMMISSIONERS PRESENT

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

COMMISSIONERS ABSENT

None

**COMMISSIONERS PRESENT;
NON-VOTING**

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

STAFF PRESENT

Karen Williams, Shavonne Turner, David Ruhl, Dean Unger, John Leete, Ian Achimore, Sara Villa, Alison Lewis, Natalia Gonzalez, Marie Jauregui, Emily Fuentes, Zyanya Ramirez, Rick Whetsel, Daniel Vasquez, Haley Gohari

OTHERS PRESENT

Thomas S. Bunn, Lagerlof, LLP; Carly Pierce, Western Municipal Water District; Craig Miller, Western Municipal Water District; Mallory O'Connor, Western Municipal Water District; Adekunle Ojo, San Bernardino Valley Municipal Water District; Alliah Smith, San Bernardino Valley Municipal Water District; Gene Hernandez; Yorba Linda Water District; Aaron Echols, Inland Empire Resource Conservation District; Eugene Fields

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 San Bernardino Valley Municipal Water District's Board Room, 380 E. Vanderbilt Way, San Bernardino, CA 92408 and Commissioner Denis Bilodeau at 601 N. Ross Street, Room 327, Santa Ana, CA 92701, and Commissioner Jasmin Hall at 10360 Sun City Boulevard, Las Vegas, NV 89134.

1. CALL TO ORDER

2. ROLL CALL

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

3. PUBLIC COMMENTS

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 15, 2025

Recommendation: Approve as posted.

B. TREASURER'S REPORT: JUNE 2025

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

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

6. NEW BUSINESS

A. ALTERNATIVE OPTIONS FOR THE ARUNDO DONAX REMOVAL IN THE SANTA ANA RIVER BASIN HEADWATERS PROJECT (CM#2025.56)

Ian Achimore provided a presentation on the Alternative Options for the Santa Ana River Basin Headwaters Project, contained in the agenda packet on pages 27-61.

At the May 20, 2025, Commission meeting, staff were directed to present follow-up information on herbicide use, specifically regarding glyphosate-based products, and explore alternative treatment methods for *Arundo donax* removal.

Mr. Achimore provided background on the project, including a previously proposed \$468,268 change order and subsequent Commission request for more treatment options. Two herbicides are currently used in the project: glyphosate and imazapyr, each with distinct roles in targeting *Arundo*.

Inland Empire Resource Conservation District (IERCD) has surveyed 14 project areas totaling approximately 10,000 acres in the upper watershed as part of ongoing efforts to control *Arundo donax*, within the 14 project areas that was originally anticipated at the start of the Project in 2022. Based on updated survey data and field observations, staff recommended the change order 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.

Mr. Achimore outlined the herbicide application methods, mixture formulas (including surfactants and water), and site-specific practices. He explained that a combination of glyphosate and imazapyr yields more effective results than either used alone. Using only imazapyr is less effective and may require more frequent site visits and higher costs, potentially increasing removal costs by 2–3 times.

Mr. Achimore addressed herbicide regulations, including local and statewide restrictions and water quality protections. Integrated Pest Management (IPM) plans from other agencies, including those that classify herbicides like glyphosate and imazapyr as "last resort" options. Additionally, five alternative *Arundo* removal methods were discussed:

- Mechanical Removal – effective but labor-intensive and costly; may stimulate regrowth.
- Soil Solarization – ineffective on perennial species like *Arundo*; labor-intensive.
- Prescribed Burning – reduces biomass but not rhizomes; permits required.
- Biological Control – promising but still under research; may only suppress, not eliminate.
- Ecological Restoration – essential for long-term control but requires planning and resources.

Mr. Achimore emphasized that this project is distinct from others with IPM plans since it involves one-time invasive removal using special Proposition 13 funding, not long-term site maintenance. The options to move forward are the following:

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

Commissioner Botello noted that he brought this item to his Board and staff, and there are some strong-minded members when it comes to these issues, but the consensus was to stay the course and approve the change order. The Board felt that exploring alternatives wasn't worthwhile, as they offer limited value and success. What is being done now has proven results and is considered safe, and he supports the approval of the change order.

Mr. Achimore noted that the project has been on hold, as it's not currently an active time for implementation or Arundo removal. However, if the change order is approved, they'll move forward and ensure that work gets back on track and is implemented accordingly.

Commissioner Paule stated that the idea of using chemicals in an area with people living nearby raises real concerns. It's important we consider how this will be handled, it could help protect us from potential legal risks, especially if certain law firms try to find individuals and claim they were harmed.

Mr. Achimore said we don't own the site, nor do we have any agreements to access it. IERCD does have right-of-entry agreements, which require them to follow all applicable laws, hold the landowner harmless, and include other liability protections for the landowner. Additionally, IERCD is regulated by the Department of Pesticide Regulation, with enforcement carried out by the County Agricultural Commissioner. So, there are multiple layers of oversight when it comes to herbicide use in natural areas.

Commissioner Paule emphasized that the Santa Ana River is unique in that it has an unhoused population living in the area and wants to be cautious about exposing the agency to unnecessary legal risks in the future. He commended Mr. Achimore for the thorough presentation and agrees with continuing forward is the best course of action.

Chair Gardner said that his understanding is that glyphosate is more readily absorbed by people or plants while it's still in liquid form, and that once it dries, the risk of absorption drops significantly. It is the assumption that the personnel applying herbicide take care not to spray near or directly on people, and the risk is much lower once the herbicide has dried.

Aaron Echols of IERCD said that they're working upstream, where Arundo exists in scattered populations. Once efforts shift toward the lower watershed, where vegetation is much denser there will likely be a different conversation to determine who will lead the efforts.

Exposure is really the core concern when it comes to glyphosate and potential harm. All staff wear the required PPE, as listed on the herbicide label: eye protection, long sleeves, long pants, and specific gloves. With that, skin exposure is effectively eliminated unless something goes wrong. The other concern is inhalation, but their application methods (usually small backpack or hand sprayers) involve applying the herbicide directly to stumps or leaf tissue, not into the air. This minimizes any chance of the liquid becoming aerosolized, so inhalation risk is also very low.

Mr. Echols continued, regarding absorption: once glyphosate is applied to the plant, it begins to be absorbed and metabolized within about an hour. Staff carries small water sprayers so that if they accidentally spray a native plant, they can rinse it off within that window to prevent uptake. When glyphosate is applied to the ground, it binds quickly to the soil. It doesn't become completely inert, but it stays in place and begins breaking down through photodegradation and biodegradation. The risk of human exposure drops significantly once the herbicide has dried. If someone walks through a recently sprayed area before it dries, they could pick it up on their skin or clothing, but after it's dried, transfer from soil or plants is very unlikely.

Mr. Echols emphasized that when working in public areas, they also follow reentry guidelines listed on the herbicide label. These guidelines vary but usually range from 1 to 24 hours. While these products were developed for agriculture, where reentry often means harvesting crops, the principles still apply. For glyphosate, once it's dried, the risk of contact transfer is extremely low even for people or pets walking through the area. Signage will be put up to inform the public that the area is undergoing active treatment. The signs will stay in place as long as the herbicide is still wet, and we'll remove them once it has fully dried.

Commissioner Botello suggested that Mr. Achimore coordinate with Supervisor Karen Spiegel, she leads a group that works in the Santa Ana River watershed, not only cleaning up the river but also providing wraparound services for the unhoused population. As we move further into the Santa Ana, it could be a good idea to connect with that group.

Commissioner Bilodeau expressed concerns that Bayer, the manufacturer of glyphosate has already settled over 100,000 lawsuits for \$11 billion. These cases allege a link between glyphosate exposure and non-Hodgkin's lymphoma, and several jury verdicts have affirmed that connection. Another 65,000 lawsuits are still pending.

Although, it likely takes direct skin exposure to cause harm, there is still concern about the large-scale use of this chemical in the watershed. He's seen it purchased in 55-gallon drums, and while some agencies like Orange County Public Works may have stopped that practice, the risks remain. Given the potential liability, he cannot support the change order.

Commissioner Bilodeau emphasized that the photos of workers applying herbicide are not in hazmat suits, and because it must be sprayed directly on plant material, it often splashes back. He appreciates that alternatives are being explored, and he hopes staff find an effective option soon. But lawsuits are easy to file, and if we're funding the work, we could end up as defendants.

Commissioner Hall asked if there is a known level of glyphosate exposure that could potentially cause harm or lead to cancer? For example, if someone gets a small amount on their skin, inhales it, or is exposed occasionally, does that pose a significant risk? Or is it more about long-term, repeated exposure like what might happen to employees regularly applying it in the field?

Mr. Achimore stated that EPA and the State of California both evaluate exposure risks when approving herbicide use, and manufacturers are required to include this information on the product label. That includes short-term exposure limits like what could irritate eyes or throat as well as long-term risks, such as potential cancer links.

Mr. Echols added that the product label may not include specific exposure thresholds, but California's Prop 65 list does. Glyphosate is listed under Prop 65, which includes a no significant risk level of 1,100 micrograms per day. In their field applications, exposure is estimated at around 50 micrograms per day, about 22 times below that threshold. That's because their team isn't applying glyphosate all day.

If someone were applying glyphosate with a boom sprayer in an Ag setting without PPE, exposure could be much higher closer to that risk threshold. On acute effects (like skin contact), you'd look at the LD50, the dose needed to kill 50% of test animals. For glyphosate, it's 5,000 mg/kg of body weight. So, while there are long-term concerns at high exposure levels, both acute and chronic risks are considered low under field conditions.

Commissioner Botello noted that this is the second time a thorough presentation has been brought before the Commission and how this can be moved forward. Thomas Bunn, Legal Counsel advised that a vote cannot occur today because the item is listed as receive and file, meaning no action can be taken. To move forward, a Commission needs to request that it be placed as an action item on a future agenda.

Eugene Fields, a resident of Orange County, expressed concern about the long-term, chronic effects of glyphosate use. While he is not directly impacted, his friends are and is worried about repeated exposure from frequent spraying. He acknowledged glyphosate's cost-effectiveness but urged the commission to consider public and worker health alongside financial concerns, noting that some cities have already switched to safer alternatives.

Chair Gardner asked if the surfactant contains PFAS. Mr. Achimore noted he would come back with an answer if the surfactant contained PFAS. Mr. Echols noted there are over 700 glyphosate-containing products, each with different adjuvants and solvents, making safety comparisons complex. However, they intentionally use the safest formulation possible, especially in aquatic settings.

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

B. SANTA ANA RIVER CONSERVATION AND CONJUNCTIVE USE PROGRAM – WATER USE EFFICIENCY PROGRAM FINALIZATION (CM#2025.57)

Ian Achimore provided a presentation on the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) – Water Use Efficiency Program Finalization, contained in the agenda packet on pages 95-105.

A brief overview of SARCCUP was provided highlighting the closeout of a 3-year water use efficiency project implemented from 2021–2024, costing \$675,000. The goal was to help retail water agencies in the watershed comply with California regulations requiring landscape water budgets.

The project created 1,600 efficiency budgets in the upper watershed (Riverside & San Bernardino Counties) and 1,400 in Orange County, focusing on dedicated landscape meter customers (e.g., parks, rec centers). The work involved aerial imagery, weather data, and consultants (Eagle Aerial Solutions a subcontractor to NV5) with support from SAWPA, OCWD, MWDOC, and others.

The key outcomes are that each retail partner now has access to data portals to track usage (WaterView). Delivering raw data was helpful, and agencies not yet involved are seeking support to comply before 2027 enforcement deadline. There was no discussion.

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

7. INFORMATIONAL REPORTS

Recommendation: Receive for Information.

A. COMMUNICATIONS REPORT

Presenter: Karen Williams

B. GENERAL MANAGER REPORT

Karen Williams reported that SAWPA's Lobby construction is expected to be finished by the end of the month. If it's not completed in time, the first September meeting may be held at Inland Empire Utilities Agency. Further updates will be provided.

C. CHAIR'S COMMENTS/REPORT

There were no Chair comment received.

D. COMMISSIONERS' COMMENTS

There were no Commissioners' comments received.

E. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

Commissioner Botello requested that the agenda item *Arundo Donax Removal in the Santa Ana River Basin Headwaters Project* be brought back for approval at the next Commission meeting.

Commissioner Bilodeau requested that it may be time to review commissioner compensation at SAWPA. It could be useful to look at how our member agencies handle compensation and consider whether any adjustments are appropriate. Ms. Williams noted that the compensation is brought annually, and last was in January. Chair Gardner noted if it turns out it hasn't been done recently; it will be added as a future agenda item.

Chair Gardner recessed the meeting at 10:34 a.m. for Closed Session.

8. CLOSED SESSION

A. PUBLIC EMPLOYEE APPOINTMENT

Title: General Counsel

9. CLOSED SESSION REPORT

Chair Gardner resumed the Open Session at 11:16 a.m. and Legal Counsel, Thomas S. Bunn reported that on August 4, 2025, the Commission received the written resignation of Jeffrey J. Mosher, effective immediately. The Commission formally accepted the resignation, and the Interim General Manager will continue to serve in that capacity.

10. ADJOURNMENT

There being no further business for review, Chair Gardner adjourned the meeting at 11:17 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, August 19, 2025.

Mike Gardner, Chair

Attest:

Sara Villa, Clerk of the Board

COMMISSION MEMORANDUM NO. 2025.58

DATE: August 19, 2025

TO: SAWPA Commission

SUBJECT: Inland Empire Brine Line Reserve Funds Review

PREPARED BY: Karen Williams, Interim General Manager

RECOMMENDATION

That the Commission approve the following:

1. **R-01 Brine Line Operating Reserve**
Set the target balance at \$2,548,941, representing 25% of total operating expenses of \$10,195,765 for Fiscal Year Ending (FYE) 2025, an increase of \$257,833, and continue to accrue interest.
2. **R-07 Brine Line Replacement and Capital Investment Reserve**
Establish the minimum and target funding levels at \$19,870,091 and \$48,830,227, respectively, based on the revised Capital Improvement Plan (CIP) total of \$69.2 million, as determined through Engineering's review.
3. **Other Reserve Funds**
Approve the continued accrual of interest in FYE 2026 for the following reserve funds, with funding levels (as of June 30, 2025) above their respective targets:
 - R-02 Brine Line Debt Service Reserve
 - R-04 Pipeline Capacity Management Reserve
 - R-05 OC Future Treatment & Disposal Capacity Reserve
4. **Surplus Allocation**
From the projected \$3,834,230 surplus for FYE 2025:
 - Transfer \$161,694 to the R-01 Brine Line Operating Reserve to reach its target balance.
 - Allocate the remaining balance to the R-07 Brine Line Replacement and Capital Investment Reserve.

DISCUSSION

SAWPA's Reserve Policy was established to ensure that sufficient funding is available for current operating, capital, and debt service needs. The Reserve Policy describes how and why specific reserves are established and maintained to provide SAWPA's member agencies with assurance that reserve balances will be maintained at prudent and fiscally responsible levels. SAWPA currently maintains six (6) distinct reserve funds that pertain to the Brine Line. The six (6) reserve funds are as follows:

- R-01 Brine Line Operating Reserve
- R-02 Brine Line Debt Retirement Reserve
- R-04 Pipeline Capacity Management Reserve
- R-05 OC San Future Treatment & Disposal Capacity Reserve
- R-06 OC San Pipeline Rehabilitation Reserve
- R-07 Brine Line Replacement and Capital Investment Reserve

In accordance with the approved Reserve Policy, any reserve fund balances exceeding target levels will be reviewed and approved annually by the PA 24 Committee and the Commission, and during the biennial budget adoption process. For reserve funds currently below their target levels, staff will engage member agencies to assess and plan the timing for achieving target balances. During the FYE 2026–2027 budget process, contributions to the two underfunded reserves were reviewed and approved for the next two fiscal years. PA24 approved the recommendations listed above at their August 5, 2025 meeting.

As of June 30, 2025, three reserve funds are projected to exceed their target levels. The table below outlines each reserve's balance, along with the corresponding minimum, target, and the amount over or under the target.

Reserve Fund Balances as of June 30, 2025

Reserve Fund	No.	Balance @ 06/30/2025	Minimum Balance	Target	Amount Over/(Under) Target	Comments
Brine Line Operating	R-01	\$2,387,248	\$2,548,941	\$2,548,941	(\$161,693)	Interest through 06/30/2025
Debt Retirement	R-02	\$3,142,328	\$1,709,476	\$1,709,476	\$1,432,852	1.5x annual debt plus interest through 06/30/2025
Pipeline Capacity Management	R-04	\$13,363,704	\$3,894,181	\$9,735,454	\$3,628,250	Funds from pipeline capacity sales plus interest
OC San Future Treatment and Disposal Capacity	R-05	\$2,046,026	\$1,842,396	\$1,842,396	\$203,630	Target set at 06/30/2022 balance. Interest through 06/30/2025
OC San Pipeline Rehabilitation	R-06	\$3,167,752	\$2,425,147	\$7,250,000	(\$4,082,248)	Budget contributions in FYE 2026 and 2027 (\$426,224, \$182,388)
Pipeline Replacement and Capital Investment	R-07	\$38,429,066	\$19,870,091	\$48,830,227	(\$10,401,161)	Budget contributions in FYE 2026 and 2027 (\$2.0 million each year)
Totals		\$62,536,124	\$32,290,232	\$71,916,494	(\$9,380,370)	

R-01 Brine Line Operating

The target set for this reserve was \$2,291,108 for FYE 2025. The target level set for this reserve is 25% of total operating expenses each year. Interest is earned each quarter and is based on the average monthly balance.

Staff recommendation: Change the target level for this reserve to \$2,548,941 based on budgeted operating expenses of \$10,195,765 for FYE 2026.

R-02 Debt Retirement

The target set for this reserve is \$1,709,476. The target level set for this reserve is equivalent to the annual debt service payments and is required by the SRF Loan agreements. Interest is earned each quarter and is based on the average monthly balance. Currently, this reserve is over the target.

Staff recommendation: Allow this reserve fund to continue to earn interest and keep a balance over the target level.

In the 10-year CIP there are over \$69.2 million in projects that may qualify for SRF loan funding. If we were to receive an SRF Loan in the amount of \$37.3 million for the Reach IV-D Corrosion Repair project, the annual debt service payment would be approximately \$3.1 million. This amount would need to be in the Debt Retirement Reserve. By continuing to earn interest each quarter the reserve amount would increase over time and no additional contributions would be needed.

R-04 Pipeline Capacity Management

The target set for this reserve is \$9,735,454. The target level set for this reserve is equal to 25% of the annual average CIP project costs associated with managing pipeline capacity. Interest is earned each quarter and is based on the average monthly balance. Currently, this reserve is over the target.

Staff recommendation: Allow this reserve to continue to earn interest and keep a balance over the target level.

The current balance of \$13,363,704 is from pipeline capacity sales to Eastern Municipal Water District and Western Municipal Water District, and interest earned. Until more is known regarding the future costs of this project, all funds should remain in this reserve account.

R-05 OC San Future Treatment & Disposal Capacity

The target set for this reserve is \$1,842,396. The target level set for this reserve was the June 30, 2022, reserve balance. Interest is earned each quarter and is based on the average monthly balance. Funds in this reserve are from treatment capacity purchases from San Bernardino Valley Municipal Water District. These funds will be used to purchase treatment & disposal capacity from OC Sanitation District. The current price to purchase 1 MGD of treatment & disposal capacity is \$8.3 million. Currently, this reserve is over the target.

Staff recommendation: Allow this reserve to continue to earn interest and keep a balance over the target level.

R-06 OC San Pipeline Rehabilitation

The target set for this reserve is \$7,250,000. The target level set for this reserve is based on SAWPA's share of future OC San capital project costs. Currently this reserve is \$3,167,752, which is below the target level. During the FYE 2026 and 2027 budget process, contributions to this reserve were set at \$426,224 and \$182,388. Interest is earned each quarter and is based on the average monthly balance. This reserve and future contributions will be reviewed during the FYE 2028 and 2029 budget process.

R-07 Brine Line Replacement and Capital Investment

The target set for this reserve is \$46,364,000. The target level set for this reserve is based on three components (Resiliency, CIP, and Renew and Replacement) and is reviewed each year. After the review by Engineering, the new maximum target needs to be set to \$48,830,227 based on the current CIP. Currently this reserve is \$38,429,066, which is below the target level. During the FYE 2026 and 2027 budget process, contributions to this reserve were set at \$2 million each year. Interest is earned each quarter and is based on the average monthly balance. This reserve and future contributions will be reviewed during the FYE 2028 and 2029 budget process.

Surplus Allocation

For the fiscal year ending 2025, projected revenues total \$15,931,477, with anticipated expenses of \$10,165,484 and planned contributions to reserves amounting to \$2,055,786. This results in an expected surplus of \$3,834,230. Staff recommend transferring \$161,694 to the R-01 Brine Line Operating Reserve to bring it to its target balance, with the remaining surplus allocated to the R-07 Brine Line Replacement and Capital Investment Reserve.

RESOURCE IMPACTS

There are no resource impacts at this time.

Attachments:

1. Approved Updated SAWPA Reserve Policy
2. Presentation

SANTA ANA WATERSHED PROJECT AUTHORITY

RESERVE POLICY

POLICY STATEMENT

A key element of prudent financial planning is to ensure that sufficient funding is available for current operating, capital, and debt service needs. Additionally, fiscal responsibility requires anticipating the likelihood of, and preparing for, unforeseen events. The Santa Ana Watershed Project Authority (“SAWPA”) desires to identify and provide a calculation methodology and/or maintained level of all existing and future needs of the agency where reserve funds are required and/or necessary. The SAWPA Commission and the Project Agreement 24 Committee (PA 24) realizes the importance of reserves in providing reliable service to its member agencies, financing long-term capital projects, and the funding of emergencies, should they arise. In this context, SAWPA will at all times strive to have sufficient funding available to meet its operating, capital, and debt service obligations. Funds will be accumulated and maintained to allow SAWPA to fund expenditures in a manner consistent with SAWPA’s long range financial plan and the Capital Improvement Plan (“CIP”), and avoid significant rate fluctuations due to changes in cash flow requirements.

The Commission and PA 24 may designate specific reserve accounts and maintain minimum reserve balances consistent with statutory obligations that it has determined to be in the best interest of SAWPA. The Policy directives outlined in this document are intended to ensure SAWPA has sufficient funds to meet current and future needs. The Commission and PA 24 will annually review the level of reserve funding. Considerations to continue or the establishment of a new reserve will be determined based on the following criteria:

- ◆ Reason for the reserve.
- ◆ Availability and source of funds to continue, replenish or establish the reserve.
- ◆ Operating expenditure levels approved within the biennial budget process.
- ◆ Future capital expenditure and debt service requirements of the agency.
- ◆ Commission and PA 24 approval of the reserve policy.

SAWPA recognizes the importance of operating an agency or company with a sound business plan in place that provides for unanticipated/emergency costs should they arise within a budgeted fiscal year. In keeping SAWPA’s member agencies’ best interest in mind, these costs would be set aside to avoid, once a biennial budget has been approved, a request for additional funding from member agencies within a fiscal year.

It is staff’s intent through this policy to describe how and why specific reserves are established and maintained at SAWPA and to provide SAWPA’s member agencies with assurance that reserve balances will be maintained at prudent and fiscally responsible levels.

DEFINITIONS

This policy describes the reserves to be maintained in connection with: i) the Inland Empire Brine Line (Brine Line) and ii) the General Fund. In general, there are two types of reserve fund classifications:

- I. **RESTRICTED FUNDS:** Restrictions on the use of these funds are imposed by an outside source such as creditors, grantors, contributors, laws, or regulations governing use. These funds are specifically governed by a written contract with SAWPA or outlined within the debt covenants of a debt financing.
- II. **UNRESTRICTED FUNDS:** These funds have no externally imposed use restrictions. The use of Unrestricted Funds is at the discretion of the SAWPA Commission and PA 24. Unrestricted Funds are designated for a specific purpose, which is determined by the Commission and PA 24. The Commission and PA 24 also have the authority to redirect the use of these funds as the needs of SAWPA change.

The restricted and unrestricted funds can further be subdivided into Capital Funds and Liquidity (Operating) Funds. The Capital Funds are designated for specific purposes and utilized primarily to fund capital and asset replacement costs. The Liquidity Funds are established to safeguard SAWPA's financial viability and stability and are funded from accumulated net revenues.

Further, for internal control purposes, SAWPA accumulates, maintains, and segregates its reserves into the following categories:

- ◆ *Restricted and Designated Reserves* – Reserves that are designated for a particular purpose and whose use is restricted to only that purpose. The Restricted and Designated Reserves consist of the Debt Retirement Reserve (R-02).
- ◆ *Board Designated Reserves* – Reserves earmarked for the purpose of funding items such as new capital facilities, repair or replacement of existing facilities, and general operating reserves designated for a specific purpose and use by the Commission and PA 24. The Board Designated Reserves are comprised of the following reserve accounts: Brine Line Operating Reserves (R-01), Debt Retirement Reserve (R-02), Pipeline Capacity Management Reserve (R-04), OC San Future Treatment and Disposal Capacity Reserve (R-05), OC San Pipeline Rehabilitation Reserve (R-06), Pipeline Replacement and Capital Investment Reserve (R-07), General Fund Operating Reserve (R-10), and General Fund Building Reserve (R-11).
- ◆ *Board Restricted (Obligated) Reserves* – Reserves set aside to meet financial commitments for services not yet fulfilled and purchases that will take place in the future. These reserves consist of the Capital Improvement Construction Reserve (R-12).
- ◆ *Contractually Restricted Reserves* – Funds held to satisfy limitations set by external requirements established by creditors, grant agencies or contributors, or law. Examples include stipulated bond covenants, capital improvement fees, and service deposits. These reserves consist of the Debt Retirement Reserve (R-02).

GENERAL PROVISIONS

SAWPA will maintain its operating and capital funds in designated accounts in a manner that ensures its financial soundness and provides transparency to its member agencies. The fund balance minimum and target levels are intended to maintain SAWPA's fiscal strength and flexibility and adequately provide for:

- ◆ Compliance with applicable statutory requirements.
- ◆ Financing of future capital projects and repair and replacement of existing assets.
- ◆ Cash flow requirements.
- ◆ Economic uncertainties, local disasters, and other financial hardships or downturns in the local or national economy.
- ◆ Contingencies or unforeseen operating or capital needs.

In the context of funding future capital projects and maintaining and replacing existing assets, in each instance, SAWPA will analyze the benefits and tradeoffs of utilizing pay-as-you-go (cash financed) and/or debt financing and determine the optimal funding strategy or combination of funding strategies. The analysis should consider SAWPA's current and projected operating and capital positions, as well as the impact of inflation, depreciation, the cost of service, and other factors on the operations of SAWPA and its Capital Improvement Plan (CIP).

Through a variety of policy documents and plans, including the Brine Line CIP, the long-range financial plan, and the Brine Line Financial Study and Rate Model, the Commission and PA 24 have set forth a number of long-term goals for SAWPA. A fundamental purpose of SAWPA's policy documents and plans is to link what must be accomplished with the necessary resources to successfully do so.

SAWPA has established and will maintain the reserves outlined in the following sections. A principal tenet of SAWPA's Reserve Policy shall be the crediting of interest income to specific funds. Unless otherwise stated in this Reserve Policy, interest derived from reserve balances will be credited to the reserve account from which it was earned. Reserve balances will be reviewed by the Chief Financial Officer ("CFO") on a monthly basis, as well as biennially during the budget review process in order to determine how reserve balances compare with the budgeted projections and how they measure against the goals outlined in this Policy. The CFO will involve member agencies in reviewing SAWPA's long range financial plan during the biennial budget process to determine if the current annual funding amounts for each reserve, if applicable, should be raised, lowered, or maintained.

The minimum level established for each reserve represents the baseline financial condition that is acceptable to SAWPA from risk and long-range financial planning perspectives. The target level established represents the goal amount to be held in each reserve fund at any time. The maximum level funding for the reserves are these target levels. The target level may at times be above the target level due to the accumulation of funds to meet SAWPA's operating, capital and debt service obligations. Funding above the target level in the reserve will be discussed and approved with the Commission and PA24 annually and during the biennial budget adoption process. SAWPA will involve member agencies in reviewing the timing for each reserve to achieve its target. Maintaining reserve funding at appropriate levels is a prudent, ongoing

business process that consists of an iterative, dynamic assessment and application of various funding alternatives. These alternatives (either alone or in combination with each other) include, but are not limited to: rates, loans and grants, debt financing, investment of funds, and levels of capital expenditures.

The Commission or PA 24 shall approve any reallocation of funds or any transfers among reserve funding.

SPECIFIC PROVISIONS

SAWPA will maintain the following reserves at or above the respective minimum levels, with a goal of achieving the respective target levels (if applicable):

- 1.) Brine Line Operating Reserve (R-01): The Brine Line Operating Reserve is established to cover temporary cash flow deficiencies that occur as a result of timing differences between the receipt of operating revenue and expenditure requirements. The reserve is utilized as needed to pay outstanding Brine Line Enterprise expenditures prior to the receipt of anticipated operating revenues. The reserve is also intended to mitigate the effects of occasional shortfalls in revenue due to a number of events such as weather factors (wet weather or drought events and natural disasters), increased water conservation, poor regional economic conditions, and unplanned or unexpectedly large rate adjustments/increases. This reserve may also be utilized in the event that a meter error occurs and the discharger is over-billed.

Minimum Level – Funding shall at a minimum be equal to 90 days (i.e., 25%) of SAWPA’s Brine Line Enterprise total annual operating expenditures. If SAWPA elects to issue variable rate debt, the minimum required balance in this reserve might need to be higher.

Target Level – Same as minimum level.

Events and Conditions Prompting the Use of the Reserve – This reserve is utilized as needed to pay outstanding Brine Line Enterprise expenditures prior to the receipt of anticipated operating revenues, to mitigate the effects of occasional revenue shortfalls, and to refund dischargers in the event that a meter error occurs and the discharger is over-billed.

Funding Source – Primary source of funding is through Brine Line Rates. Funding may be provided through reallocation of funds or any transfers among reserves as approved by PA 24.

Periodic Review Dates for Balances – Reviewed and recalibrated through the normal biennial budget and annual rate-setting process. Funding above the target level in the reserve will be discussed with PA 24 during the biennial budget adoption process.

- 2.) Debt Retirement Reserve (R-02) – This reserve was initially established with funds received from SAWPA’s member agencies for the purchase of pipeline capacity (30 MGD) in the Brine Line system to provide future funding on debt service payments for SRF loans

required to build the Brine Line system. Treasury-strips (“T-Strips”) were purchased with maturities to match annual principal and interest payments due on the long-term debt associated with the State loans. This reserve will be maintained and/or adjusted at levels set forth in future “bond covenants” or other debt obligation instruments as approved by PA 24.

Minimum Level – Funding shall at a minimum equal the amount stipulated in any formal loan agreements and/or bond covenants. Additionally, SAWPA shall meet or exceed all required debt service coverage ratios as stipulated in any formal loan agreements and/or bond covenants.

Target Level – Same as minimum level.

Additionally, SAWPA shall target a debt service coverage ratio equal to the higher of:

- ◆ 1.5 times the highest annual debt service; or
- ◆ The highest annual debt service times the sum of the minimum debt service coverage ratio plus 0.25

Events and Conditions Prompting the Use of the Reserve – This reserve is utilized as needed to pay when due debt service payments on SAWPA’s obligations. The PA 24 shall take action to approve annual debt service obligations of the Agency as presented in the biennial budget. Any other use (debt obligations approved and entered into following adoption of the biennial budget) shall require prior PA 24 approval before the expense of funds from this reserve.

Funding Source – Primary source of funding is through Brine Line Rates. Funding may be provided through reallocation of funds or any transfers among reserves as approved by PA 24.

Periodic Review Dates for Balances – Reviewed by staff on a semi-annual basis (i.e., every interest and/or principal payment date) and as part of the biennial budget process.

- 3.) Pipeline Capacity Management Reserve (R-04) – This reserve was established to set aside 100% of the funding derived from pipeline capacity sales to provide funds for future pipeline capacity needs within the Brine Line. As the pipeline reaches capacity, other alternatives will be needed to ensure the ability to discharge and achieve salt balance within the Santa Ana Watershed. All of the funding derived from pipeline capacity sales will be deposited and maintained in this reserve.

Minimum Level – Funding shall at a minimum equal 25% of annual average CIP project costs associated with managing pipeline capacity. These projects may involve Brine Line flow concentration, flow reduction, or other alternative solutions to ensure sufficient capacity.

Target Level – The target funding level shall equal 2.5 times the minimum level.

Events and Conditions Prompting the Use of the Reserve – This reserve is to be utilized to cover costs required to manage capacity within the pipeline, including the cost to further concentrate Brine Line flows, reduction of flows to meet capacity needs, additional pipeline capacity, additional CIP, and other changes as appropriate.

Funding Source – Funding derived from pipeline capacity sales and through Brine Line Rates. Funding may be provided through reallocation of funds or any transfers among reserves as approved by PA 24.

Periodic Review Dates for Balances – Reviewed as part of the biennial budget process. Funding above the target level in the reserve will be discussed with PA 24 during the biennial budget adoption process.

- 4.) OC San Future Treatment and Disposal Capacity Reserve (R-05) – This reserve is established to provide future funding as it becomes necessary for SAWPA to acquire (purchase) additional treatment and disposal capacity (minimum of 1 MGD increments) in the OC San treatment plant facility. As incremental treatment plant capacity is purchased by member agencies from SAWPA at an agreed upon rate set by SAWPA resolution, funds would be deposited into this reserve account which can then be used by SAWPA to purchase treatment and disposal capacity from OC San.

Reserve levels will depend on the rate of growth and capacity sales. As capacity purchases are made by member agencies, funds will be deposited in this reserve so that its balance will be sufficient to cover anticipated additional treatment and disposal capacity purchases as and when they come due. Capacity lease revenue may also be deposited in this reserve to provide funding for future purchases of treatment and disposal capacity from OC San required to serve Brine Line lessees.

Minimum Level – Funding shall at a minimum equal the sum of past reserve contributions from member agencies not yet spent by SAWPA to purchase additional treatment and disposal capacity from OC San.

Target Level – Same as minimum level.

Events and Conditions Prompting the Use of the Reserve – This reserve may only be utilized to purchase additional treatment capacity in the OC San plant as approved by PA 24. Any other use of this reserve shall not occur without prior authorization from PA 24.

Funding Source – Funding derived from treatment and disposal capacity sales, capacity lease revenues and Brine Line Rates. Funding may be provided through reallocation of funds or any transfers among reserves as approved by PA 24.

Periodic Review Dates for Balances – Reviewed as part of the biennial budget process. Funding above the target level in the reserve will be discussed with PA 24 during the biennial budget adoption process.

- 5.) OC San Pipeline Rehabilitation Reserve (R-06) – This reserve was established to fund SAWPA's share of capital costs associated with its proportionate share of capacity right

ownership in the Santa Ana Regional Interceptor (SARI) Line maintained by OC San. Since these costs are expected to vary significantly in timing and size, an approach has been developed to normalize these expenditures into equal annual payments. The objective is for SAWPA to make equal annual contributions (adjusted for inflation) into this interest earning reserve fund, and then make withdrawals from this fund when payments to OC San for the SARI Line come due. According to the Brine Line Financial Study, this approach will mitigate significant capital cost spikes for SAWPA.

Minimum Level – Funding shall at a minimum equal 2% of SAWPA’s estimated share of SARI Line asset value.

Target Level – The target funding level shall equal the higher of the following:

- ◆ The minimum level
- ◆ $[\% \text{ certainty of OC San's project costs}] \times [\text{SAWPA share in project}] \times [\% \text{ of project cost to be cash financed}]$

Events and Conditions Prompting the Use of the Reserve – This reserve is utilized as needed to pay when due SAWPA’s share of OC San SARI Line capital costs.

Funding Source – Primary source of funding is through Brine Line Rates. Funding may be provided through reallocation of funds or any transfers among reserves as approved by PA 24.

Periodic Review Dates for Balances – Reviewed and recalibrated through the normal biennial budget and if OC San revises its SARI Line capital costs. Funding above the target level in the reserve will be discussed with PA 24 during the biennial budget adoption process.

6.) Pipeline Replacement and Capital Investment Reserve (R-07): This reserve was established to provide capital replacement funding as the Brine Line system’s infrastructure (pipe) deteriorates over its expected useful life. This reserve is also intended to provide cash on hand for planned capital projects and emergency repairs. Maintaining this reserve serves two major purposes: i) provides a means of tracking funds designated for capital investment (such as capital revenues, depreciation funding, grants, etc.) and ensuring that they are used for their intended purpose and facilitating compliance with any applicable requirements, and ii) provides protection against the risk of cost overruns related to its capital improvement program.

Minimum Level – Funding shall at a minimum equal the sum of the following three components:

- ◆ Resiliency Component: Asset value times the lowest non-zero percentage of high and very high probability of failure (PoF) and consequence of failure (CoF) per SAWPA’s most recent Brine Line Criticality Assessment
- ◆ CIP Component: Annual average cash financed project costs in the 10-year inflated CIP

- ◆ **Renewal & Replacement (R&R) Component:** The sum of the following formula calculated individually for each pipeline reach:

$$[10\% \text{ equity financing}] \times [\text{asset value}] \div [75\text{-year replacement period}] \times [\text{age of reach in years}]$$

Target Level – The target funding level shall equal the sum of the following three components:

- ◆ **Resiliency Component:** The minimum of:
 - 1) Asset value times half of the highest percentage of high and very high PoF and CoF per SAWPA's most recent Brine Line Criticality Assessment
 - 2) \$5 million
- ◆ **CIP Component:** 2.5 times the annual average cash financed projects in the 10-year inflated CIP
- ◆ **Renewal & Replacement Component:** The sum of the following formula calculated individually for each pipeline reach:

$$[25\% \text{ equity financing}] \times [\text{asset value}] \div [75\text{-year replacement period}] \times [\text{age of reach in years}]$$

Events and Conditions Prompting the Use of the Reserve – Through the biennial budget process, staff shall recommend anticipated asset replacement projects. The PA 24 shall take action to approve recommended project appropriations from this reserve. This reserve shall be utilized to cover out of pocket insurance losses experienced by SAWPA. Any reimbursement received by SAWPA from the insurance company as a result of a submitted claim shall be deposited back into the reserve as replenishment for the loss. Should emergency replacement be necessary during any fiscal year, PA 24 ~~the~~ may take action to amend the budget and appropriate needed funds as required by such emergency. In addition, in certain circumstances SAWPA may elect to fund one-time operating expenditures related to specific projects through the use of this reserve rather than rate increases.

Funding Source – Primary source of funding is through Brine Line Rates. Funding may be provided through reallocation of funds or any transfers among reserves as approved by PA 24.

Periodic Review Dates for Balances – Reserve balances and projected replacement projects will be reviewed by staff and PA 24 during the preparation and approval of the biennial budget and on an as-needed basis in the case of emergencies. Funding above the target level in the reserve will be discussed with PA 24 during the biennial budget adoption process.

- 7.) **General Fund Operating Reserve (R-10)** – Established to provide cash flow for unbudgeted and/or unexpected expenditures and to mitigate potential delays between the time when expenditures are incurred and the time when revenues are received. This reserve also holds accrued employee vacation and sick time funds owed to SAWPA employees.

Minimum Level – None.

Target Level – A prudent target level will be equal to 180 days of SAWPA’s General Fund total budgeted operating expenditures. This reserve will be funded only based on realized efficiencies in the General Fund resulting in actual year-end expenditures being under budget.

Events and Conditions Prompting the Use of the Reserve – This reserve is designated to maintain working capital for current operations and to meet routine cash flow needs. Upon Commission approval, this reserve may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenues and expenditures and extraordinary decreases in revenues and unexpected increases in expenditures. This reserve is also used to pay accrued employee vacation and sick time per the SAWPA Employee Manual.

Funding Source – Primary source of funding is from member agency contributions.

Periodic Review Dates for Balances – Reviewed during the preparation and approval of the biennial budget process. Funding above the target level in the reserve will be discussed with the Commission during the biennial budget adoption process.

- 8.) General Fund Building Reserve (R-11) - Established to provide for the accumulation of funds towards a building reserve set aside to cover major repair/maintenance work on SAWPA’s Headquarters Office unless directed otherwise by Commission action during the biennial budget process.

Minimum Level – Funding shall be at a minimum amount equal \$300,000 at all times.

Target Level – None.

Events and Conditions Prompting the Use of the Reserve – This reserve is designated to maintain a building repair and replacement reserve. Upon Commission approval, this reserve may be routinely utilized by staff for building-related purposes.

Funding Source – Primary source of funding is from member agency contributions.

Periodic Review Dates for Balances – Reviewed during the preparation and approval of the biennial budget process.

- 9.) Capital Improvement Construction Reserve (R-12) – This is a restricted reserve established to set aside 100% of the funding derived from the construction fund money proceeds of a bond issue required to support specific capital projects identified and approved by PA 24 in SAWPA’s CIP. The use of these proceeds is restricted by conditions set in the respective legal bond documents.

Minimum Level – None. The balance in this reserve will be determined based on the amount of construction fund moneys generated as part of the bond proceeds and the spend-down requirements for the particular CIP project being financed.

Target Level – Same as minimum level.

Events and Conditions Prompting the Use of the Reserve – The use of this reserve is for the sole purpose of paying for those capital expenditures identified within the SAWPA Commission approved CIP Program budget. Specific construction fund proceeds will be spent on applicable projects. The reserve will be depleted as the approved capital projects are completed. In the event that SAWPA has more than one bond issue outstanding, separate sub-funds will be created within this reserve with bond proceeds from each debt issue deposited in that issue's respective sub-account. Sub-accounts will be kept segregated at all times.

Funding Source – Proceeds from bond issuance. Funding may also be provided through reallocation of funds or any transfers among reserves as approved by PA 24.

Periodic Review Dates for Balances – Reviewed by staff on semi-annual basis whenever SAWPA has issued bonds and this reserve has a balance.

INVESTMENT GUIDELINES

It has been SAWPA's practice to rely primarily on a pay-as-you-go (pay-go) strategy and some use of SRF loans to fund capital improvements and replacement of existing assets. Maintaining a balance between debt and pay-go sources may provide an added benefit to SAWPA in terms of allowing for a more optimal investment strategy. In the context of these policies and in circumstances where such balance is present, the investment portfolio can be separated into short and long portfolios to maximize investment returns. The balance in the Liquidity (Operating) Funds should be kept in short-term investments. Moneys in the Capital Funds, however, may be invested for a longer horizon as the funds are needed in the later years.

DELEGATION OF AUTHORITY

The Commission and PA 24 have sole authority to amend or revise this Reserve Policy. Through approval of this Policy, the Commission and PA 24 have established written procedures and guidelines for staff to follow in the management of SAWPA's Reserves.



SANTA ANA WATERSHED
PROJECT AUTHORITY

Inland Empire Brine Line Reserve Funds Review

Karen Williams, Interim General Manager
Commission Meeting
August 19, 2025

Recommendation

It is recommended that the Commission approve the following:

1. R-01 Brine Line Operating Reserve

Set the target balance at **\$2,548,941**, representing 25% of total operating expenses of **\$10,195,765** for Fiscal Year Ending (FYE) 2025, an increase of **\$257,833**, and continue to accrue interest.

2. R-07 Brine Line Replacement and Capital Investment Reserve

Establish the **minimum** and **target** funding levels at **\$19,870,091** and **\$48,830,227**, respectively, based on the revised Capital Improvement Plan (CIP) total of **\$69.2 million**, as determined through Engineering's review.

3. Other Reserve Funds

Approve the continued accrual of interest in FYE 2026 for the following reserve funds, with funding levels (as of June 30, 2025) above their respective targets:

- R-02 Brine Line Debt Service Reserve
- R-04 Pipeline Capacity Management Reserve
- R-05 OC Future Treatment & Disposal Capacity Reserve

4. Surplus Allocation

From the projected **\$3,834,230** surplus for FYE 2025:

- Transfer **\$161,694** to the **R-01 Brine Line Operating Reserve** to reach its target balance
- Allocate the remaining balance to the **R-07 Brine Line Replacement and Capital Investment Reserve**

Brine Line Reserve Policy

- The updated Reserve Policy was approved by:
 - PA 24 on November 1, 2022
 - SAWPA Commission on December 20, 2022
- As per the approved Reserve Policy:
 - Funding above the target level in the reserve will be discussed and approved with the PA 24 and the Commission annually and during the biennial budget adoption process.
 - For those reserves under the target level, staff will involve member agencies in reviewing the timing for each reserve to achieve the target.
- Staff will bring the evaluation of reserves above the targets to PA 24 and the Commission in August each year.

Reserve Balances as of 06/30/2025

Fund	06/30/2025 Ending Balance	Minimum (2026)	Target (2026)	Over or Under Target	Amount Over or (Under) Target	Comment
R-01 Brine Line Operating	\$2,387,248	\$2,548,941	\$2,548,941	Under	(\$161,693)	Interest through 06/30/2025
R-02 Debt Retirement	\$3,142,328	\$1,709,476	\$1,709,476	Over	\$1,432,852	Interest through 06/30/2025
R-04 Pipeline Capacity Management	\$13,363,704	\$3,894,181	\$9,735,454	Over	\$3,628,250	Funds from pipeline capacity sales
R-05 OC San Future Treatment and Disposal Capacity	\$2,046,026	\$1,842,396	\$1,842,396	Over	\$203,630	Target set at 06/30/22 balance Interest through 06/30/25
R-06 OC San Pipeline Rehabilitation	\$3,167,752	\$2,425,147	\$7,250,000	Under	(\$4,082,248)	Contributions for FYE 2026 and 2027 are \$426,224 and \$182,388
R-07 Pipeline Replacement and Capital Investment	\$38,429,066	\$19,870,091	\$48,830,227	Under	(\$10,401,161)	Contributions for FYE 2026 and 2027 are \$2.0 million each year
Resiliency Component		\$2,338,000	\$5,000,000	--	--	--
CIP Component		\$2,853,993	\$7,134,983	--	--	--
R&R Component		\$14,678,098	\$36,695,244	--	--	--
Total - Unrestricted	\$60,826,648	\$30,580,756	\$70,207,018	--	--	--
Total – Restricted (R-02)	\$1,709,476	\$1,709,476	\$1,709,476	--	--	--
Total	\$62,536,124	\$32,290,232	\$71,916,494	--	--	-- 30

R-01 Brine Line Operating

- Target: \$2,548,941 (25% of FYE 2026 budgeted operating costs).
- Interest earned in 2025: \$ 99,188
- Balance at 06/30/2025: \$2,387,248

Recommendation:

- Set Target at: \$2,548,941 (25% of FYE 2026 budgeted operating costs)
- Transfer \$161,693 from operating cash
- Continue to accrue interest in 2026

R-02 Debt Retirement

- Target: \$1,709,476 (1x annual debt service payment)
- Interest earned in FYE 2025: \$ 130,642
- Balance at 06/30/2025: \$3,142,328

Recommendation:

- Keep Target: \$1,709,476 (1x annual debt service payment)
- Keep the \$3,142,328 balance in this reserve and continue to accrue interest.
- 10-year CIP of \$69.2 million that qualifies for SRF Loans:
 - Reach IV-D Corrosion Repair SRF Loan of \$37.3 million
 - Estimated annual loan payment of \$1.3 million
 - \$3.1 million is 1x annual debt service payment reserve requirement

R-04 Pipeline Capacity Management

- Target: \$ 9,735,454
- Interest earned in FYE 2025: \$ 555,593
- Balance at 06/30/2025: \$13,363,704

Recommendation:

- Keep Target: \$ 9,735,454
- Keep the \$13,363,704 balance in this reserve and continue to accrue interest until more information is known on the future costs of this project.
- Funds in this account are from pipeline capacity sales to EMWD and WMWD, and interest earned.

R-05 OC San Future Treatment and Disposal Capacity

• Target:	\$1,842,396
• Interest earned in 2025:	\$ 85,063
• Balance at 06/30/2025:	\$2,046,026

Recommendation:

- Keep Target: \$1,842,396
- Keep the \$2,046,026 in this reserve and continue to accrue interest.
- The current price for 1 MG of treatment & disposal capacity is \$8.3 million. Funds in this reserve will be used to purchase additional treatment capacity.
- Funds in this reserve are from SBVMWD treatment capacity purchases and interest earned.

R-06 OC San Pipeline Rehabilitation

- Target: \$7,250,000
- Interest earned in 2025: \$ 131,291
- Contributions in 2025: \$ 155,786
- Balance at 06/30/2025: \$3,167,752

Recommendation:

- Keep Target: \$7,250,000
- Continue to contribute to this fund
 - FYE 2026 contribution = \$426,224.

R-07 Pipeline Replacement and Capital Investment

• Target (Resiliency, CIP, and Renew and Replacement):	\$48,830,227
• Interest earned in 2025:	\$ 1,588,061
• Contributions in 2025:	\$ 1,900,000
• Use of reserves in 2025	(\$ 177,360)
• SBVMWD Cost Share Agua Mansa Lateral	\$ 562,152
• Prado Reservoir MAS project reimbursement	\$ 210,010
• Balance at 06/30/2025	\$38,429,066

Recommendation:

• Keep Target:	\$48,830,227
• Continue to contribute to this fund.	
• FYE 2026 contribution = \$2,000,000	

YVWD Treatment Purchase

- No Target
- YVWD purchased 0.505 treatment capacity \$4,485,897
- Interest earned in 2025: \$ 83,255
- Balance at 06/30/2025 \$4,520,062

Recommendation:

- Continue to earn interest per agreement with SBVMWD and YVWD

Surplus Allocation

Projected results from FYE 2025:

Total Revenues	\$ 15,931,477
Total Expenses	(\$ 10,165,484)
Contributions to Reserves	<u>(\$ 2,055,786)</u>
Excess Rev over Expenses	\$ 3,834,230

Recommendation:

- Transfer \$161,693 to R-01 Brine Line Operating
- Transfer remaining surplus to R-07 Pipeline Replacement and Capital Investment

Recommendation

It is recommended that the Commission approve the following:

1. R-01 Brine Line Operating Reserve

Set the target balance at **\$2,548,941**, representing 25% of total operating expenses of **\$10,195,765** for Fiscal Year Ending (FYE) 2025, an increase of **\$257,833**, and continue to accrue interest.

2. R-07 Brine Line Replacement and Capital Investment Reserve

Establish the **minimum** and **target** funding levels at **\$19,870,091** and **\$48,830,227**, respectively, based on the revised Capital Improvement Plan (CIP) total of **\$69.2 million**, as determined through Engineering's review.

3. Other Reserve Funds

Approve the continued accrual of interest in FYE 2026 for the following reserve funds, with funding levels (as of June 30, 2025) above their respective targets:

- R-02 Brine Line Debt Service Reserve
- R-04 Pipeline Capacity Management Reserve
- R-05 OC Future Treatment & Disposal Capacity Reserve

4. Surplus Allocation

From the projected **\$3,834,230** surplus for FYE 2025:

- Transfer **\$161,694** to the **R-01 Brine Line Operating Reserve** to reach its target balance
- Allocate the remaining balance to the **R-07 Brine Line Replacement and Capital Investment Reserve**

Questions

Karen Williams
Santa Ana Watershed Project Authority
Office (951) 354-4231 | Cell (951) 476-5022
kwilliams@sawpa.gov
sawpa.gov



SAWPA COMMISSION MEMORANDUM NO. 2025.59

DATE: August 19, 2025

TO: SAWPA Commission

SUBJECT: 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 authorize the Interim General Manager to execute the following:

1. Change Order No. 1 to Task Order IERCD387-01, which increases the Project budget from \$147,777 to \$616,045 (a change of \$468,268), and
2. General Services Agreement (GSA) with Inland Empire Resource Conservation District (IERCD).

DISCUSSION

Through the implementation of Task Order IERCD387-01, IERCD has conducted significant survey and removal efforts targeting the invasive weed *Arundo donax* in the headwaters of the Upper Santa Ana River Watershed. Since the Task Order was executed on July 19, 2022, approximately 10,000 acres have been surveyed using a combination of aerial imagery analysis and on-the-ground field verification to identify the most upstream occurrences of *Arundo* within the watershed.

Because *Arundo donax* spreads primarily through rhizomes—underground stems that become dislodged and transported downstream during high-flow events—rather than through airborne seed dispersal, it is critical to begin eradication efforts at the uppermost points of the watershed. This approach minimizes the potential for reinfestation downstream and increases long-term project effectiveness.

To date, IERCD has surveyed 14 distinct project areas totaling approximately 10,000 acres in the upper watershed. The *Arundo* stands identified in these upstream areas pose a risk of re-establishing populations throughout the entire Santa Ana River Watershed—from Mill Creek to the Prado Basin—and potentially beyond, should rhizomes bypass the Prado Dam intake during high flows.

As reported in the prior Commission update on November 5, 2024, SAWPA and IERCD discovered that the density and extent of *Arundo* in the 14 project areas were greater than originally anticipated when the project commenced in 2022. This Change Order reflects refined acreage estimates for the project sites, with some areas increasing or decreasing based on updated field assessments of *Arundo donax* distribution. These revised project area acreages are summarized in Table 1 below.

Table 1: Project Sites

#	Project Site Name	Change Order Project Area (Acres)	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

Based on the most recent data provided by IERCD as of 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 Stands	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 Creek	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%
12	Waterman Canyon 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, by approving this increase of \$468,268 and a two-year extension, 916 stands of Arundo that have been surveyed (and not treated to date) would be removed.

The current GSA with IERCD is set to expire on December 31, 2027. The change order will extend the project through December 31, 2029. As a result, a new GSA is required to align with the updated project timeline.

When the original Task Order was adopted, the Commission approved a modified version of SAWPA's standard GSA at the request of IERCD. The primary modification was a global change in terminology—replacing the word “Consultant” with “Partner” throughout the agreement. IERCD has expressed a strong preference for the term “Partner” in agreements with water agencies to avoid being characterized as a traditional contractor. SAWPA's legal counsel has reviewed and has no objection to this change in terminology.

In addition, language was added to clearly define the independent status of both parties under the agreement. This language, which remains unchanged and is included in Section 4.02 of the recommended GSA, states the following:

“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.”

This language provides necessary clarity regarding the roles and responsibilities of each party and ensures alignment with both SAWPA's legal standards and IERCD's operational preferences.

BACKGROUND

Since the inception of the Arundo Management and Habitat Restoration Fund No. 387 in 2006, SAWPA has implemented *Arundo donax* removal projects across approximately 3,000 acres within the Santa Ana River Watershed. These efforts have resulted in an estimated cumulative water savings of 14,000 acre-feet. It is likely that this figure underestimates the true impact, as the removal of *Arundo* not only reduces current water loss but also prevents downstream reinfestation, thereby avoiding additional water consumption by new stands of the invasive species.

IERCD is one of four resource conservation districts (RCDs) operating within the Santa Ana River Watershed, with its service area encompassing the upper watershed region. RCDs are local natural resource conservation entities authorized to work across public and private lands and engage with stakeholders at the local, regional, state, tribal, and federal levels. In California, RCDs are classified as special districts organized under Division 9 of the State's Public Resources Code. Each RCD is governed by a Board of Directors composed of volunteer landowners who are either elected or appointed within the district they serve.

Funding from Proposition 13 (the 2000 Water Bond) established the SAWPA-managed Southern California Integrated Watershed Program (SCIWP) and provided \$4,000,000 for SAWPA to purchase 100 mitigation units in the Santa Ana River Mitigation Bank. The Mitigation Bank was

established in 1996 through an agreement between the Riverside County Regional Park and Open-Space District, serving as the local bank manager, and the U.S. Army Corps of Engineers as the lead federal regulatory agency. As outlined in the original SCIWP Work Plan, proceeds from the future sale of these 100 mitigation units were designated to fund projects aimed at preventing the re-infestation of *Arundo donax* in areas where it has already been removed.

As part of the 100-unit mitigation credit purchase, the SAWPA Commission adopted Resolution No. 427 in 2004, which stipulates that proceeds from the sale of these units are to be used for the removal of *Arundo donax* and other non-native invasive plant species, as well as for related habitat restoration efforts within the SARW. Resolution No. 427 further requires that any project-related expenditures from the account be approved by the SAWPA Commission to ensure alignment with the original intent and purpose of the SCIWP. Consistent with the original IERCD Task Order, this Change Order fully complies with the provisions of SAWPA Resolution No. 427.

RESOURCE IMPACTS.

Consistent with the existing \$147,777 Task Order, the proposed change order will be funded entirely through proceeds generated by the sale of mitigation credits from the Santa Ana River Mitigation Bank. These revenues are maintained in a dedicated, interest-bearing SAWPA account: Fund No. 387 – *Arundo* Management & Habitat Restoration Fund (the Fund). As of July 31, 2025, the Fund has a balance of \$702,479. If the proposed change order is approved, approximately \$200,000 in unobligated funds will remain available. The Fund will continue to be replenished as additional mitigation credits from the Santa Ana River Mitigation Bank are sold.

Attachments:

1. Presentation
2. Existing Task Order IERCD387-01
3. Change Order No. 1 to Task Order IERCD387-01
4. General Services Agreement
5. SAWPA Resolution No. 427



SANTA ANA WATERSHED
PROJECT AUTHORITY

Arundo Donax Removal in the Santa Ana River Basin Headwaters Project

(SAWPA Change Order 1 to Task Order IERCD387-01)

Commission Meeting
Item No. 6.A

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

August 19, 2025

Recommendation

It is recommended that the Commission authorize the Interim General Manager to execute the following:

1. Change Order No. 1 to Task Order IERCD387-01, which increases the Project budget from \$147,777 to \$616,045 (a change of \$468,268), and
2. General Services Agreement with IERCD.

Project Sites

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

Change Order No. 1 Budget

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

Note: Funding for both the Task Order and 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.**

If adopted, there will be an approximately \$200,000 unobligated Fund balance. The Fund will be replenished when more mitigation credits are sold.

General Services Agreement

- Current GSA expires December 31, 2027
- Change Order extends project through December 31, 2029
- New GSA will expire December 31, 2029, to align with project
- Commission approved modified version of current GSA
 - Replaced term “Consultant” with “Partner” throughout document
 - Due to concerns of being viewed as a “contractor”, they prefer the term “partner” when executing contracts with water agencies.
 - Added language to clearly define independent status of both parties
- SAWPA’s legal counsel has reviewed and has no objection with change in terminology.

Question from Last Meeting on Surfactant

Question: Does the surfactant, Rainier-EA, used in this project contain PFAS?

Answer: **No.** The surfactant is made of several active ingredients – 1) Polyoxyethylene polyol fatty acid ester, and 2) Butyl lactate.

This surfactant is a formulation consisting of different combinations of **Carbon (C), Hydrogen (H) and Oxygen (O)**. **The key element in PFAS is Fluorine (F) or Fluorinated compounds.** The Rainier-EA label does not mention Fluorine.

Recommendation

It is recommended that the Commission authorize the Interim General Manager to execute the following:

1. Change Order No. 1 to Task Order IERCD387-01, which increases the Project budget from \$147,777 to \$616,045 (a change of \$468,268), and
2. General Services Agreement with IERCD.

Thank You

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





SANTA ANA WATERSHED PROJECT AUTHORITY

TASK ORDER NO. IERCD387-01

PARTNER: Inland Empire Resource Conservation District
25864-K Business Center Drive
Redlands, CA 92374

VENDOR NO.:2322

COST: \$147,777.07

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: Ian Achimore, Senior Watershed Manager

July 19, 2022

FINANCE: DocuSigned by:
Karen 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 *Arundo 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 AUTHORITY

DocuSigned by:



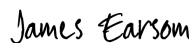
7/21/2022

Jeffrey J. Mosher, General Manager

Date

INLAND EMPIRE RESOURCE CONSERVATION DISTRICT

DocuSigned by:



8/12/2022

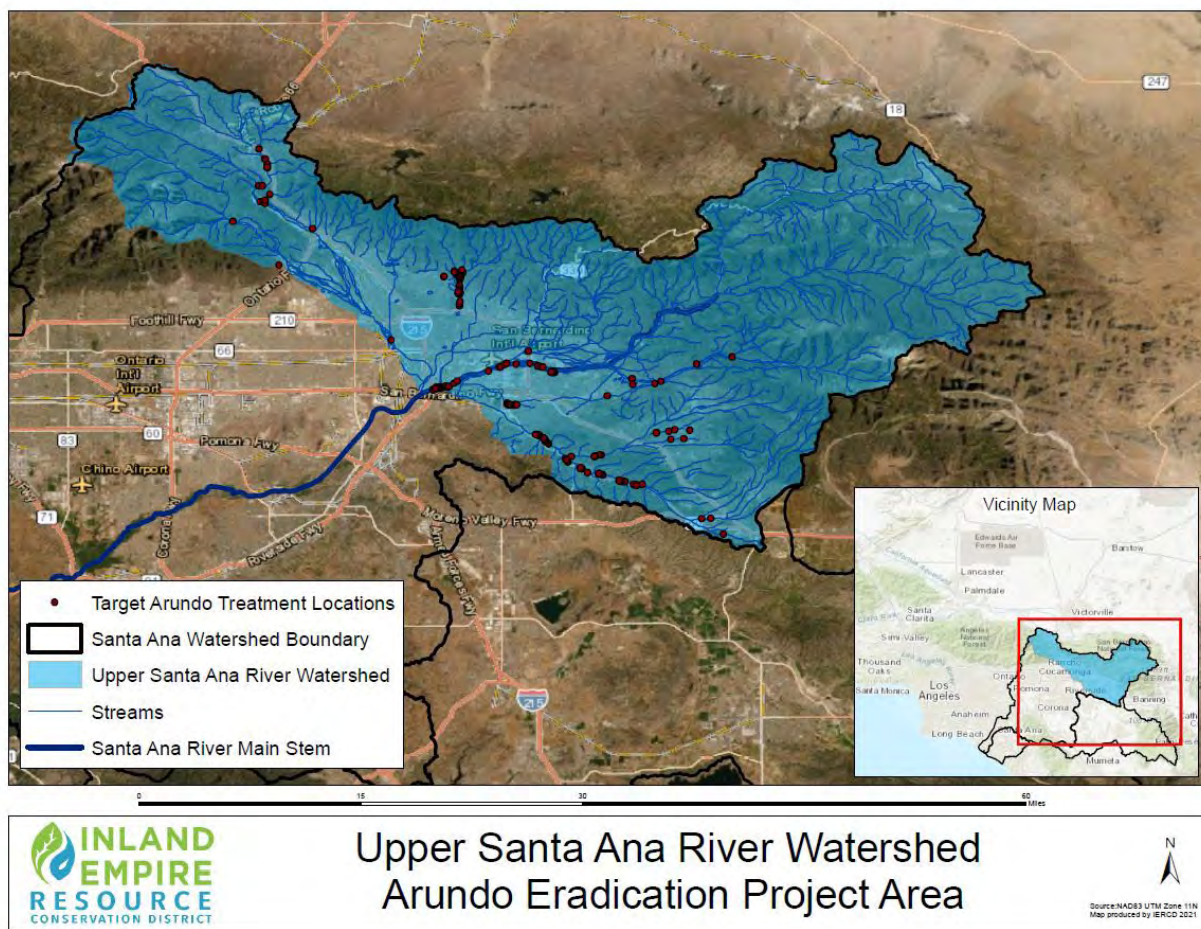
(Signature)

Date

Print/Type Name and Title

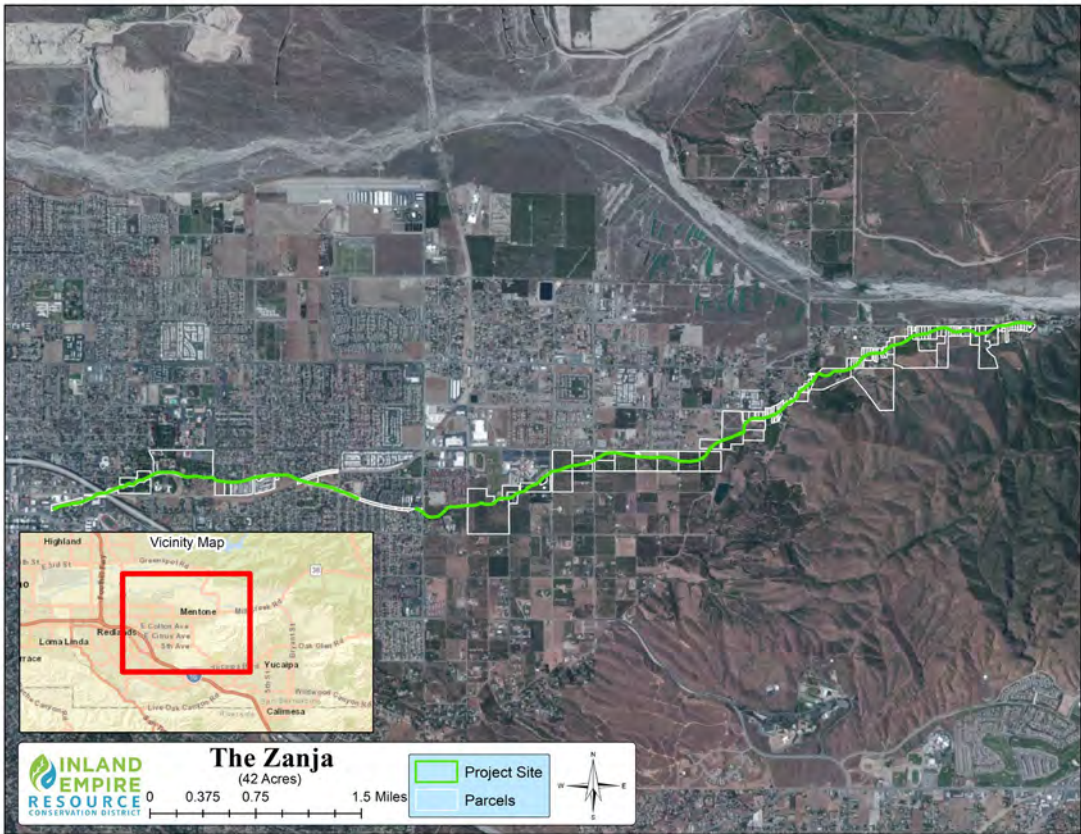
Exhibit A. Project Site Maps

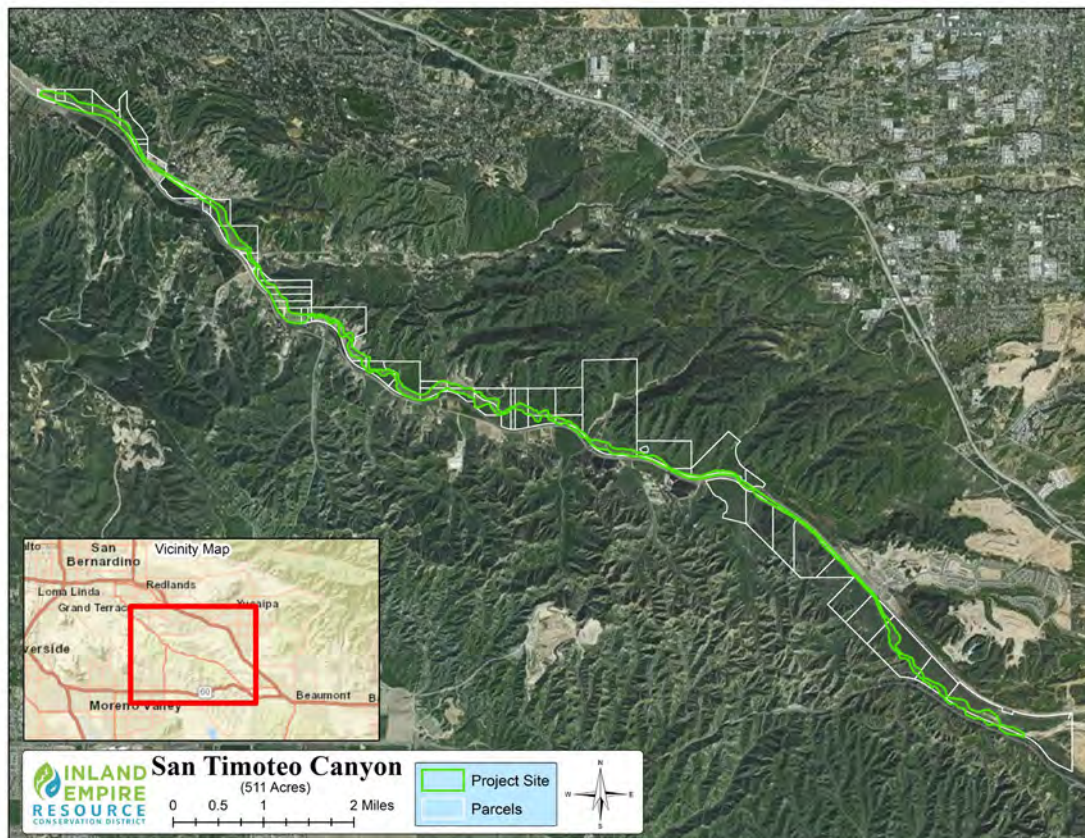
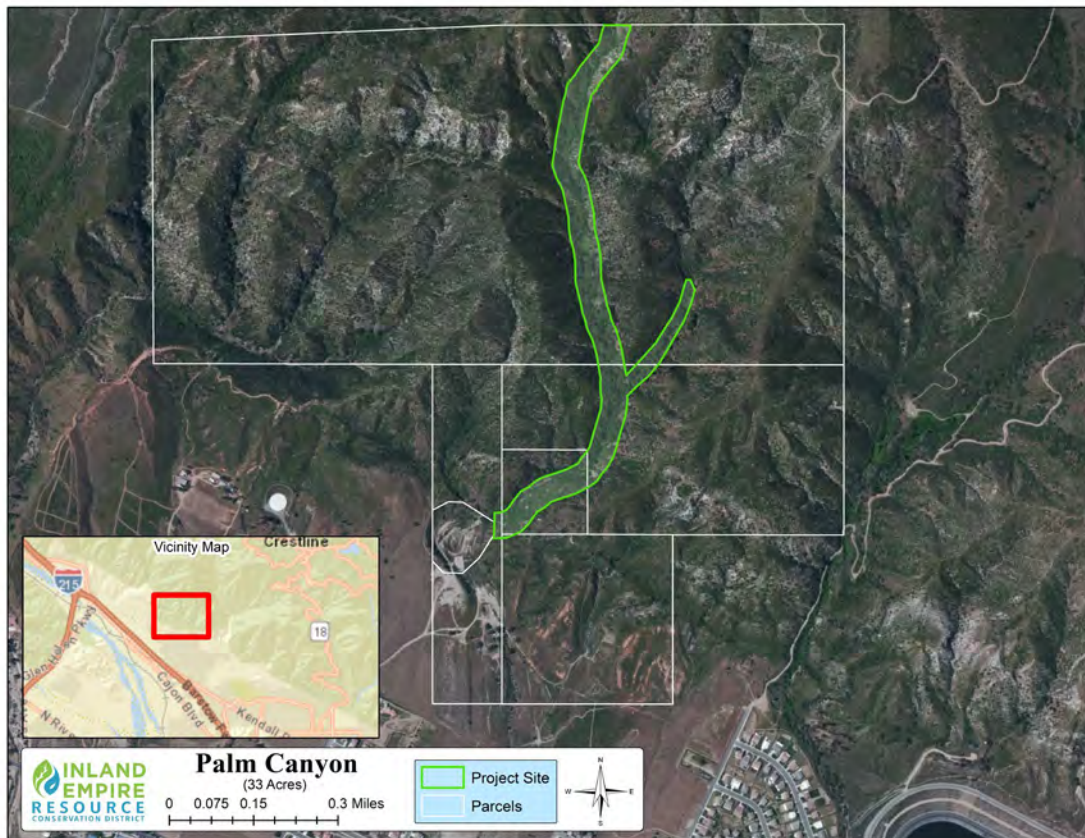
Map 1. Target Extirpation Area with known and remote sensed *Arundo donax* stands

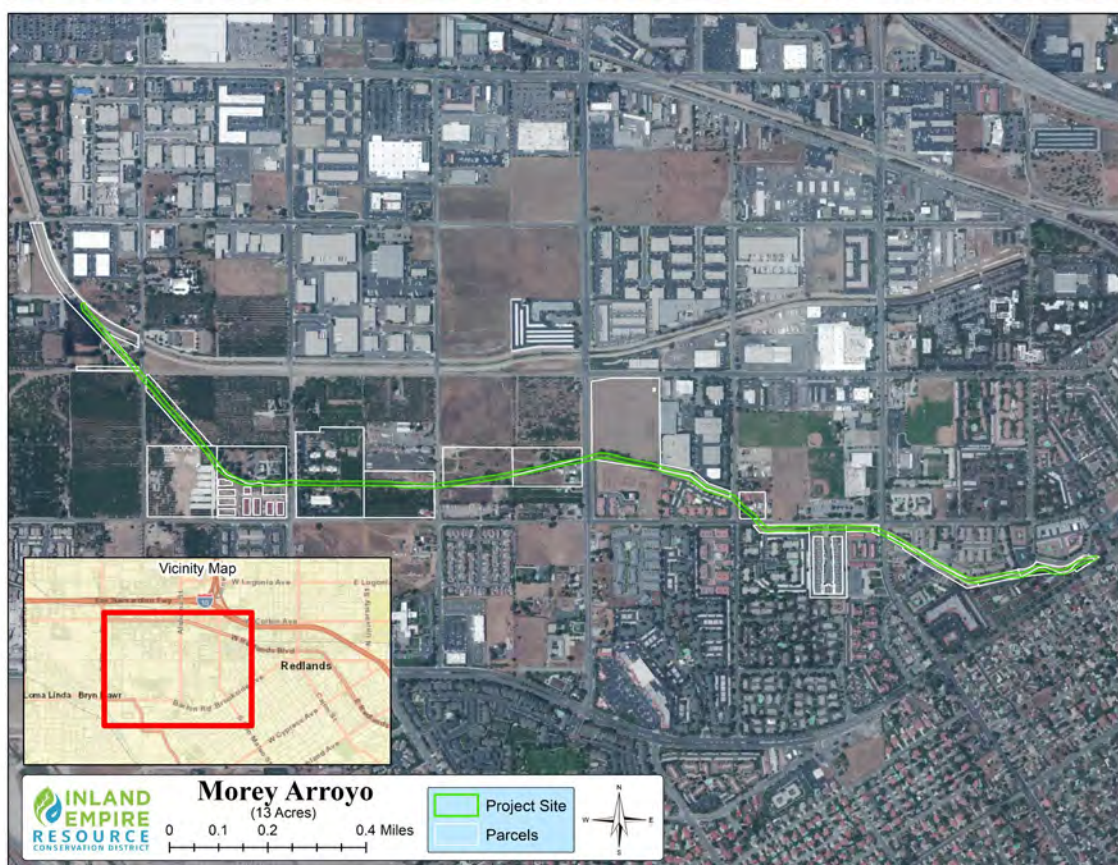


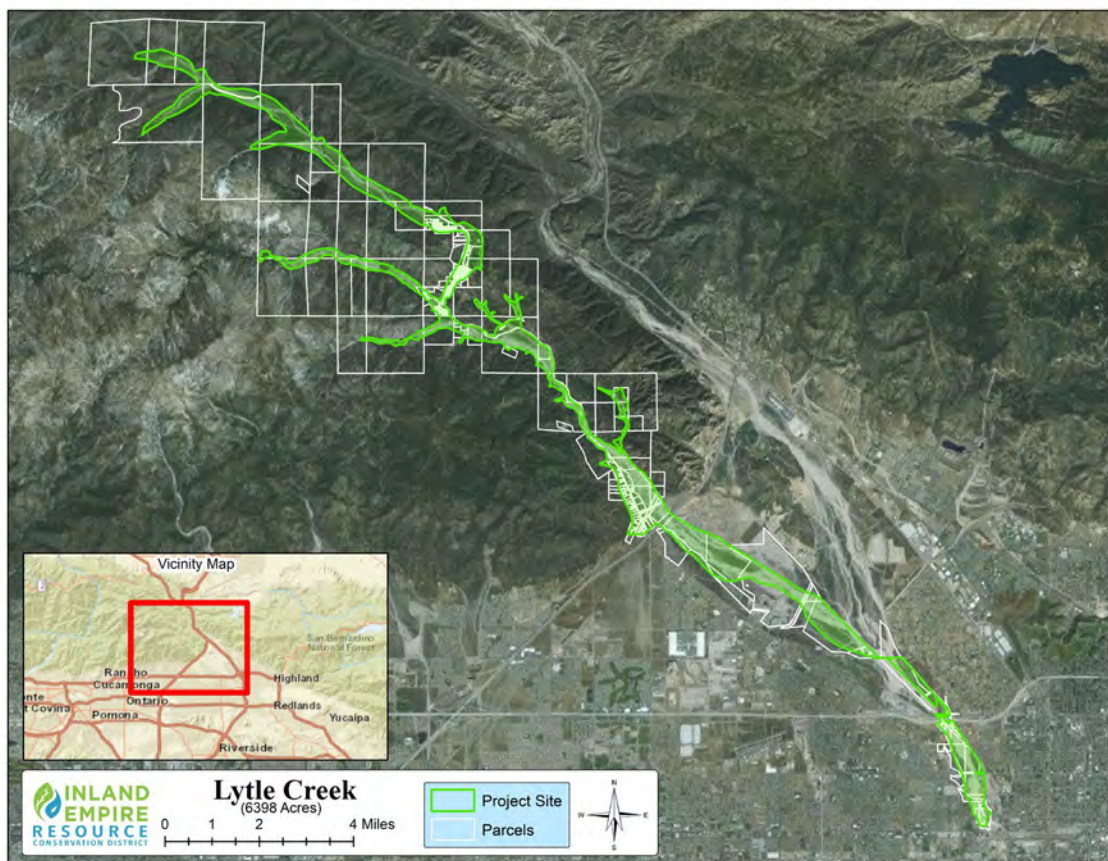
Map Set 2. Removal Areas and Parcels

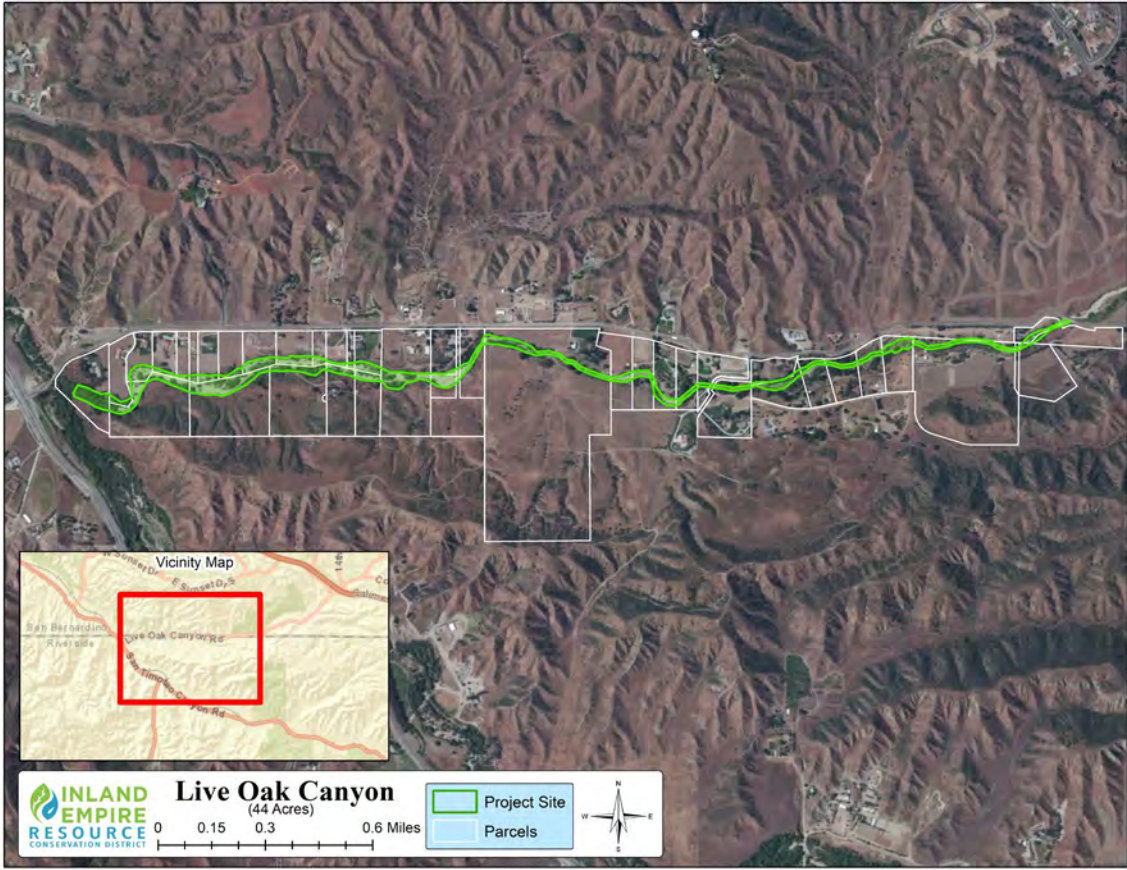
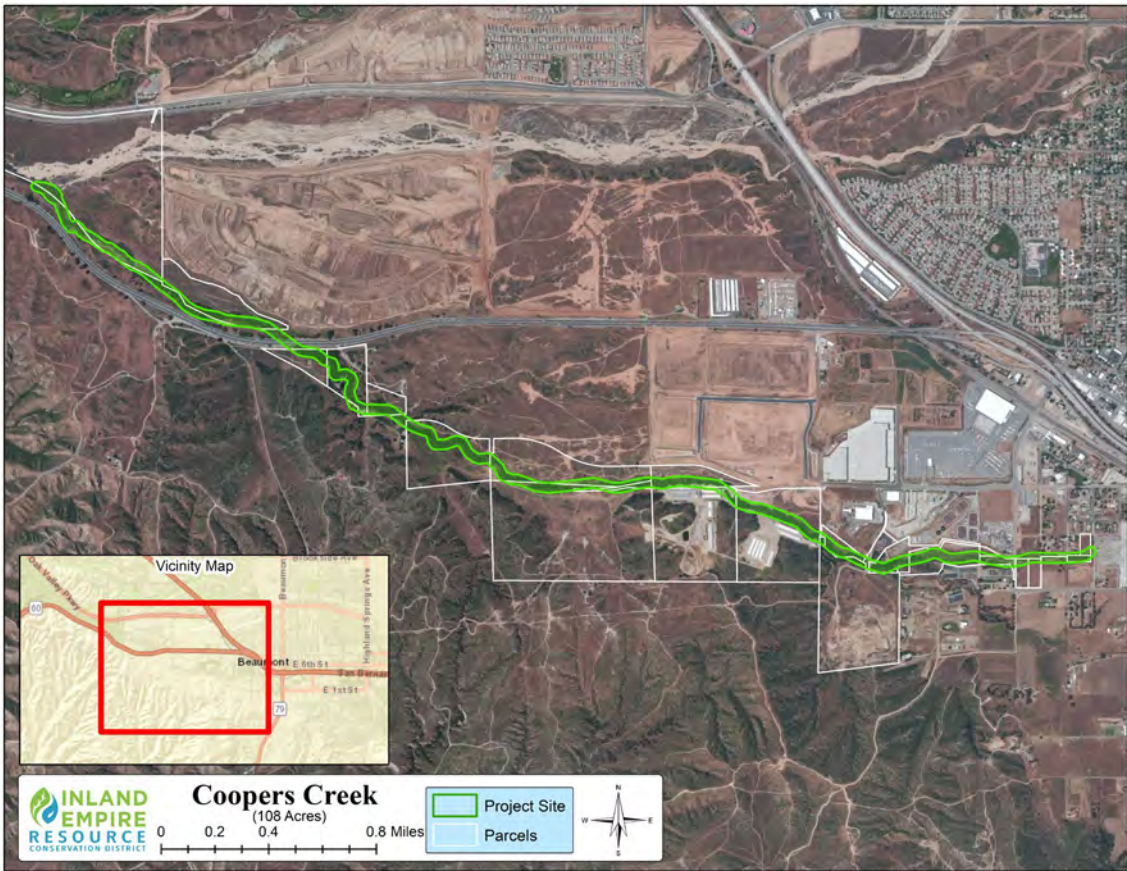














Note: Approval to Enter Every Parcel Not Granted at Time of Task Order Execution

Exhibit B

Budget

Upper Santa Ana River <i>Arundo donax</i> Extirpation							
Cost Estimate for 5-year Project Implementation							
	Year 1	Year 2	Year 3	Year 4	Year 5	Hours	Costs
Task 1. Access Agreements, Right of Entry, Encroachment							
Restoration Ecologist	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37	260	\$10,175.20
RE Hours	20	15	5	5	5		
Field Ecologist	\$33.60	\$35.28	\$35.28	\$35.28	\$35.28		
FE Hours	80	80	30	20			
Totals	\$3,780.00	\$3,682.35	\$1,359.38	\$1,021.63	\$331.83		
Task 2. Surveying and Mapping							
Restoration Ecologist	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37	420	\$15,999.00
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		
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. Invasive Species Removal, Herbicide Application, Retreatment, and Restoration							
Restoration Ecologist	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37	850	\$54,816.44
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		
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. Admin - Environmental Review, Project Management, Administration, and Reporting							
Restoration Ecologist	\$54.60	\$57.33	\$60.20	\$63.21	\$66.37	220	\$13,547.02
RE Hours	50	40	30	30	20		
Field Ecologist	\$33.60	\$35.28	\$35.28	\$35.28	\$35.28		
FE Hours	10	10	10	10	10		

<i>Totals</i>	\$3,402.00	\$2,998.80	\$2,511.50	\$2,601.79	\$2,032.93		
Total Labor						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	\$17,000.00	
PPE and application equipment	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$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						\$23,684.00	
Cumulative Costs Table							
Labor	\$94,537.66						
One-Time Costs	\$23,684.00						
Subtotal	\$118,221.66						
Contingency	\$29,555.41						
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.



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

PARTNER: Inland Empire Resource Conservation District
25864-K Business Center Drive
Redlands, CA 92374

VENDOR NO.: 2322

PROJECT: Arundo Donax Removal in the Santa Ana River Basin Headwaters

COST: \$468,268.00

REQUESTED BY: Ian Achimore, Interim Planning Department Manager

August 19, 2025

FINANCE: _____
Karen Williams, Interim GM/CFO Date

FINANCING SOURCE: Acct. Coding: 387ARUND-60121-01
Acct. Description: Consulting – General

COMMISSION AUTHORIZATION REQUIRED FOR THIS CHANGE: YES (X) NO ()
Authorization: August 19, 2025; CM#2025.59

Partner is hereby directed to provide the work necessary to comply with this change order.

DESCRIPTION / JUSTIFICATION OF CHANGE: See the attached scope and fee for services.

CHANGE IN CONTRACT TIME: December 31, 2029

CHANGE IN TASK ORDER PRICE:	Original Task Order Amount:	\$ 147,777.07
	Change Order No. 1 Amount:	\$ 468,268.00
	Contract Total:	\$ 616,045.07

ACCEPTANCE:

Partner accepts the terms and conditions stated above as full and final settlement of any claims arising from or related to this Change Order. Partner agrees to perform the above described work in accordance with the terms and in compliance with applicable sections of Contract Specifications. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Provisions of the Contract Specifications.

SANTA ANA WATERSHED PROJECT AUTHORITY

Karen Williams, Interim General Manager Date

INLAND EMPIRE RESOURCE CONSERVATION DISTRICT

(Signature) Date

Type/Print Name and Title

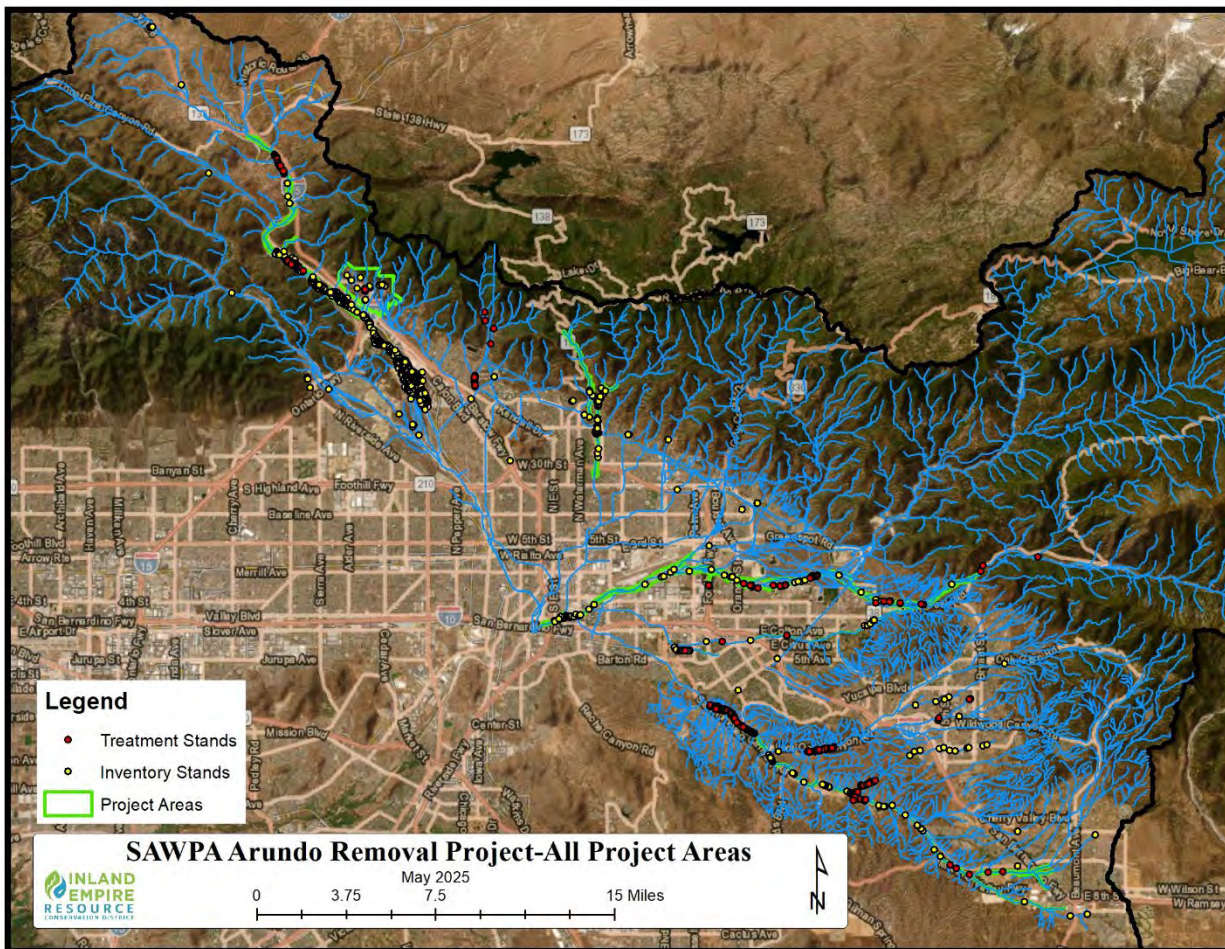
SCOPE OF WORK – CHANGE ORDER No. 1

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-Watershed)	350
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 **19th day of August, 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 appropriate 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:

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

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

Karen Williams, Interim General Manager Date

INLAND EMPIRE RESOURCE CONSERVATION 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

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

By: 
Chairman of the Commission

Attachment: Exhibit A

Policy Name	Habitat Restoration Fund
Policy Number	04-03
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. 2025.60

DATE: August 19, 2025

TO: SAWPA Commission

SUBJECT: Request for Qualifications on Groundwater Technical Assistance and Surface Water Reporting

PREPARED BY: Ian Achimore, Interim Planning Department Manager

RECOMMENDATION

It is recommended that the Commission authorize the release of the Request for Qualifications for Groundwater Technical Assistance and Surface Water Reporting services, on behalf of the Basin Monitoring Program Task Force.

DISCUSSION

SAWPA has served as the administrator of the Basin Monitoring Program (BMP) Task Force since the Commission approved the Task Force Agreement in August 2004. Over the past two decades, SAWPA has issued multiple Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and managed consultant contracts on behalf of the Task Force. Most recently, on November 19, 2024, the Commission approved the issuance of an RFP for consultant services to support the Santa Ana River Reach 3 Total Dissolved Solids (TDS) Special Study. The BMP Task Force is responsible for implementing ongoing surface and groundwater quality monitoring as required by the Santa Ana Regional Water Quality Control Board's (RWQCB) Basin Plan. These efforts primarily focus on tracking two key pollutants: Total Dissolved Solids (TDS) and Nitrate-Nitrogen. A summary of these required monitoring tasks is provided in Table 1 below.

Table 1: BMP Task Force Monitoring Tasks

Monitoring Task	Description	Timeline for Completion
Ambient Water Quality Recomputation	Calculates TDS/Nitrogen concentrations in Santa Ana River Watershed's 35 groundwater management zones (using data from > 4,000 wells).	Performed every five years. Next due date October 31, 2028.
Annual Report of Santa Ana River Water Quality	Reports TDS/Nitrogen water quality data to inform compliance with the antidegradation objectives for Santa Ana River Reaches 2, 3, 4 and 5.	Performed annually. Next due date August 1, 2026.
Wasteload Allocation Model	Models the Santa Ana River's TDS/Nitrogen concentrations, and estimates those concentrations as recharge to underlying groundwater basin or as discharge at Prado Dam.	Performed every ten years. Next due date June 2030.

As part of two ongoing monitoring tasks (1) Ambient Water Quality Recomputation and (2) the Annual Report of Santa Ana River Water Quality, the BMP Task Force is responsible for several deliverables required by the Santa Ana RWQCB. These deliverables, along with their respective due dates, are summarized in Table 2 below.

To complete these tasks, the BMP Task Force requires consultant support. Each of the identified deliverables is included in the proposed RFQ, organized under individual “Services” sections to clearly define the scope of work.

Table 2: Services in RFQ

RFQ Service	Related Deliverable	Due Date to Regional Board
Groundwater Data Consolidation	Ambient Water Quality Recomputation	Annually per Statewide Recycled Water Policy
Storage Model Technical Assistance	Ambient Water Quality Recomputation	October 31, 2028.
Implementation of 2026 Ambient Water Quality Recomputation	Ambient Water Quality Recomputation	October 31, 2028.
Development of Santa Ana River Annual Water Quality Report	Santa Ana River Annual Water Quality Report	August 1, 2026.

BACKGROUND

Pursuant to the Basin Plan, specifically the 2004 Plan Amendment, the BMP Task Force is responsible for several major deliverables to the Santa Ana RWQCB, as outlined in Table 1 above. The Task Force is composed of over twenty participating entities, including water agencies that operate publicly owned treatment works (POTWs). These agencies collaborate under the August 2004 Task Force Agreement to pool funding and technical resources. By working collectively, the parties streamline compliance with Basin Plan requirements, enabling the advancement of individual water resource projects, such as POTWs that recycle treated discharge water for beneficial reuse by agency customers.

RESOURCE IMPACTS.

The Task Force previously approved budgets for Fiscal Year Ending 2026 and 2027 that are sufficient to cover the cost of the proposed services. These budgets are funded by the Task Force agencies and are incorporated into the SAWPA Commission’s adopted two-year budget, under Fund 374.

Attachments:

1. Presentation
2. Request for Qualifications



Request for Qualifications on Groundwater Technical Assistance and Surface Water Reporting

Commission Meeting
Item No. 6.B
Ian Achimore
Interim Planning Department Manager
August 19, 2025

Recommendation

- It is recommended that the Commission authorize the release of the Request for Qualifications for Groundwater Technical Assistance and Surface Water Reporting services, on behalf of the Basin Monitoring Program Task Force.



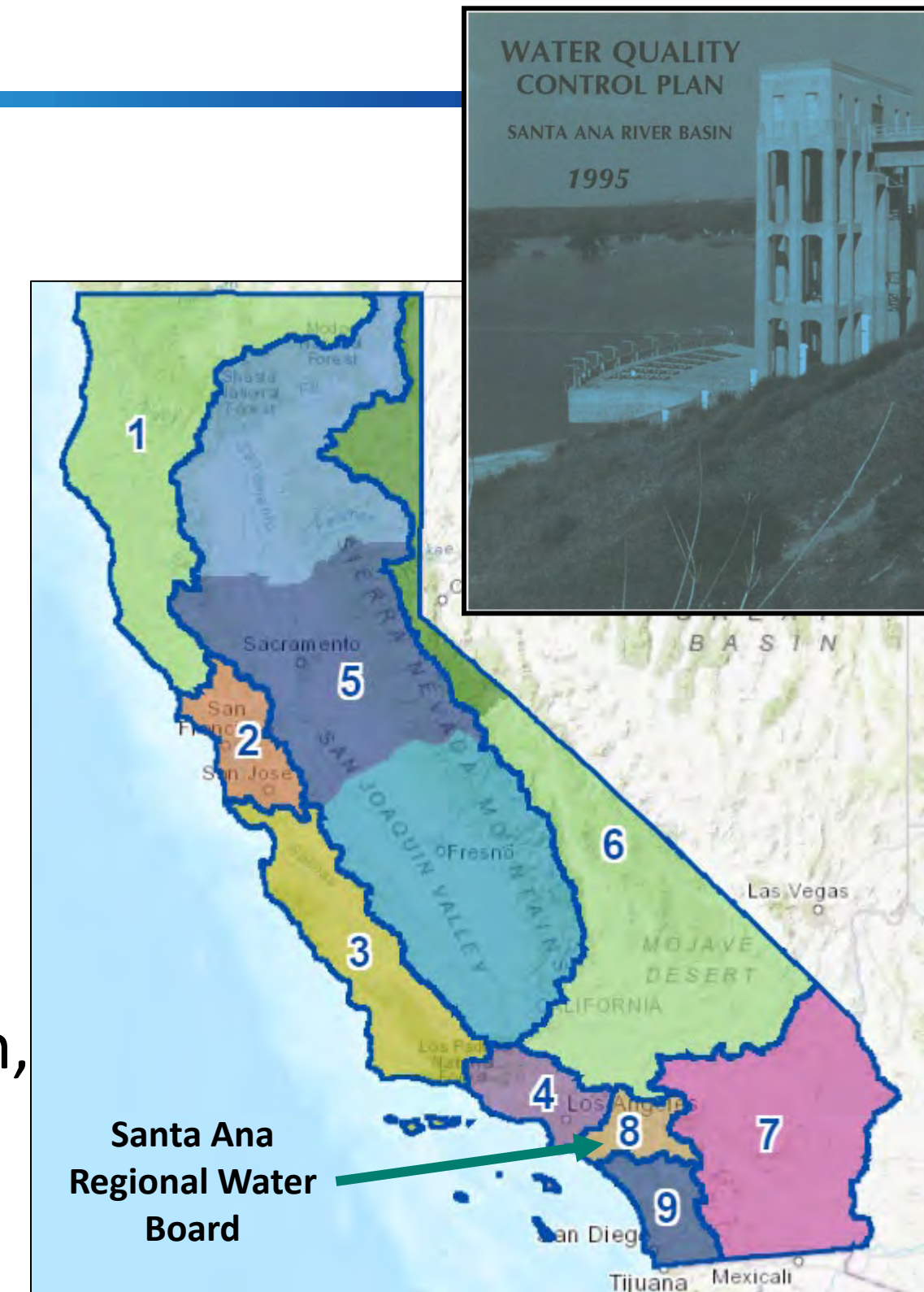
Overview

- Current Project
 - Basin Monitoring Program Task Force
- Funding Source
 - 20 water agencies (Task Force members)
- Purpose of item (review and approve)
 - Request for Qualifications
- Topics
 - About Task Force
 - Ongoing Task Force Monitoring Tasks
 - Future Task Force Deliverables (And Relationship to Monitoring Tasks)
 - Major RFQ Provisions



Task Force Purpose

- The Task Force implements ongoing monitoring tasks that are required in the Santa Ana Regional Board's regulatory document, the Basin Plan.
- Various agencies are identified in the Basin Plan and thus responsible for this monitoring. These agencies formed the Task Force in 2004.
- More broadly the Task Force does the following -
 - Assist individual dischargers (i.e. task force members with treatment plants and water recycling projects) with their regulatory permit requirements.
 - Assist the Regional Board with watershed-wide collaboration, water quality reporting and future Basin Plan Amendments.



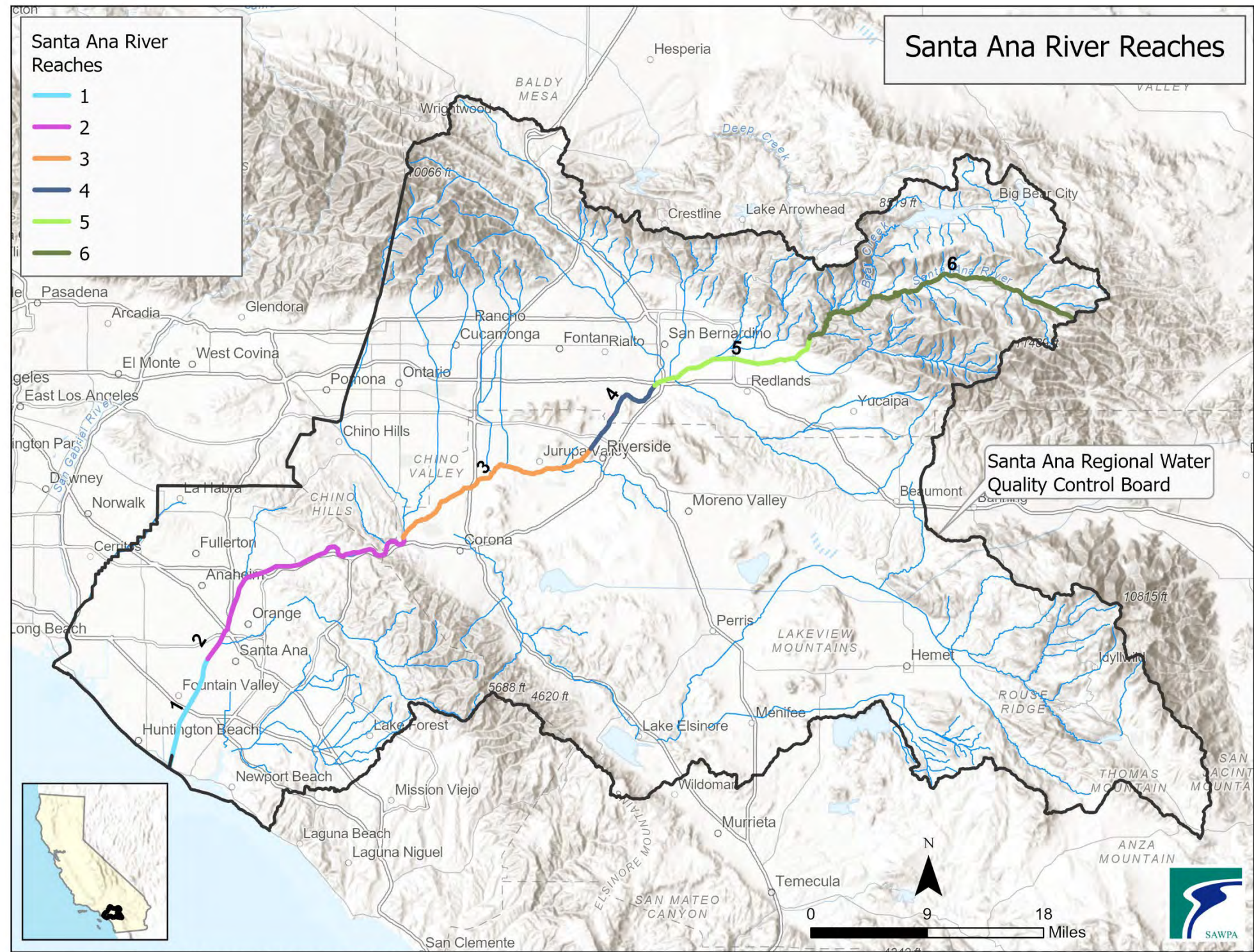
Note: These monitoring tasks are related to two pollutants – **salt** and **nutrients**.

BMP Task Force's Ongoing Monitoring Tasks

Monitoring Task	Description	Timeline for Completion
Ambient Water Quality Recomputation	Calculates salt and nutrient concentrations in Santa Ana River Watershed's 35 groundwater management zones (using data from > 4,000 wells).	Performed every five years. Next due date October 31, 2028.
Annual Report of Santa Ana River Water Quality	Reports water quality data to inform compliance with the antidegradation objectives for Santa Ana River Reaches 2, 3, 4 and 5.	Performed annually. Next due date August 1, 2026.
Wasteload Allocation Model	Models the Santa Ana River's salt and nutrients concentrations, and estimates those concentrations as recharge to underlying groundwater basin or as discharge at Prado Dam.	Performed every ten years. Next due date June 2030.

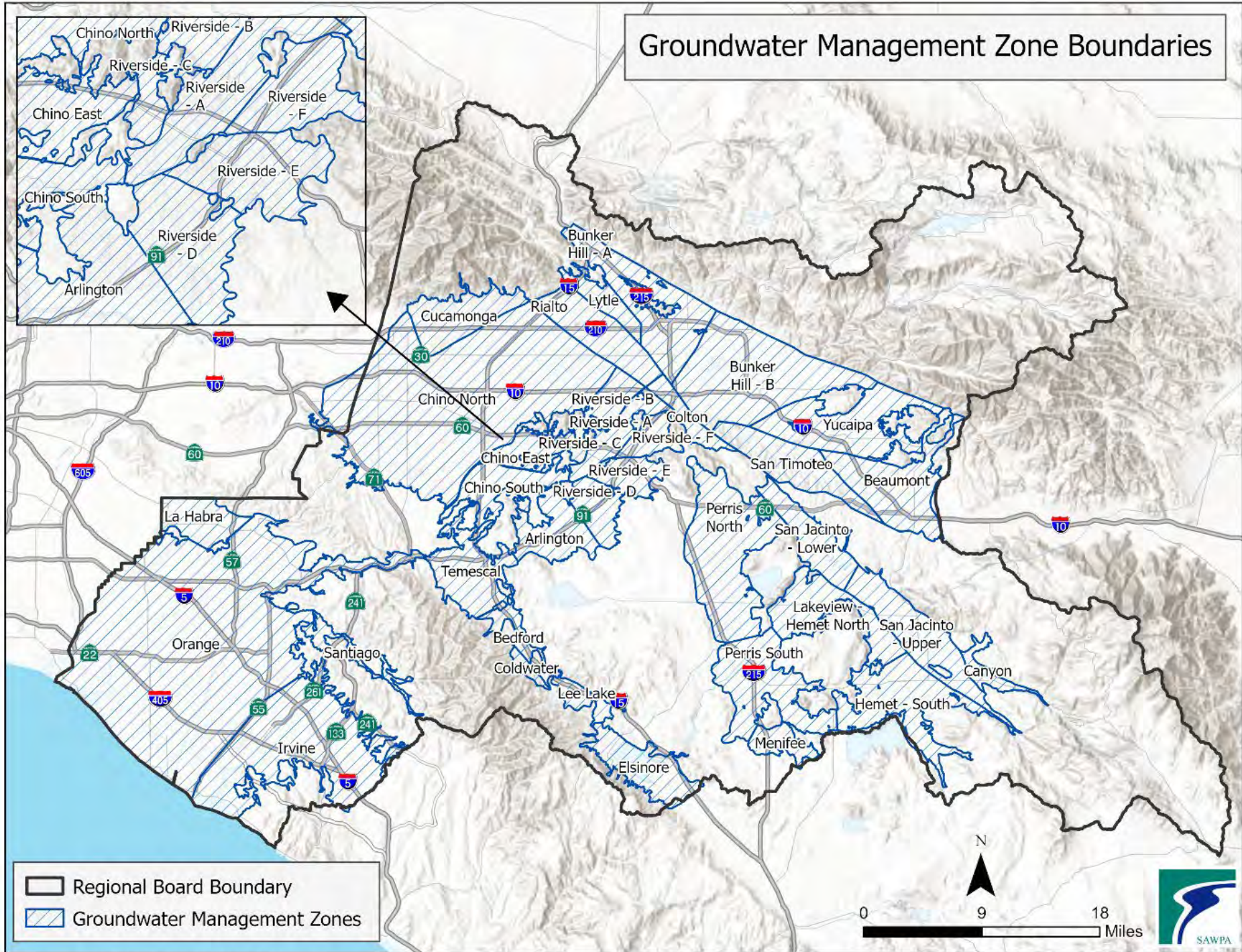
Note: Salt is regulated as the broader pollutant category of total dissolved solids (TDS), nutrients are regulated as Total Inorganic Nitrogen (TIN) and Nitrate-Nitrogen.

Santa Ana River Reaches



P:\Projects\lan\SAR_Reaches\SAR.aprx LoSAR_Reaches SW-3406

Groundwater Management Zones



P:\projects\lan\GMZ\GMZ.aprx LoGMZ SW-3227

Task Force Members

Beaumont Cherry Valley Water District	Elsinore Valley Municipal Water District
Chino Basin Watermaster	Inland Empire Utilities Agency
City of Banning	Irvine Ranch Water District
City of Beaumont	Jurupa Community Services District
City of Corona	Orange County Water District
City of Redlands	San Bernardino Valley Municipal Water District
City of Rialto	San Geronio Pass Water Agency
City of Riverside	Temescal Valley Water District
Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation	Western Riverside Co Regional Wastewater Authority/Western Municipal Water District
Eastern Municipal Water District	Yucaipa Valley Water District



Santa Ana Regional Board also a non-funding task force member agency

RFQ



- RFQ includes four “services” (i.e. monitoring projects) for TDS and Nitrate-Nitrogen.
- Three services focused on groundwater management zones (GMZs) monitoring.
- One service focused on Santa Ana River surface water monitoring.

Services in the RFQ

RFQ Service	Related BMP Ongoing Monitoring Task	Due Date for Service
Groundwater Data Consolidation	Ambient Water Quality Recomputation	Annually per Statewide Recycled Water Policy
Storage Model Technical Assistance	Ambient Water Quality Recomputation	October 31, 2028.
Implementation of 2026 Ambient Water Quality Recomputation	Ambient Water Quality Recomputation	October 31, 2028.
Development of Santa Ana River Annual Water Quality Report	Santa Ana River Annual Water Quality Report	August 1, 2026.

Information on Recomputations



- Calculates ambient (i.e. current) TDS and Nitrate-Nitrogen concentrations over 20-year periods.
 - These 20-year periods include data from 4,000+ wells.
 - BMP Task Force consultants have performed the past nine recomputation.
- Note: recomputations help determine if any new or revised regulatory actions (e.g., revisions to NPDES permits or WDRs) may be necessary.



Task Force Recomputation History

Name	20-Year Period Used
Initial Computation	1978 to 1997
2000 AWQ Recomputation	1981 to 2000
2003 AWQ Recomputation	1984 to 2003
2006 AWQ Recomputation	1987 to 2006
2009 AWQ Recomputation	1990 to 2009
2012 AWQ Recomputation	1993 to 2012
2015 AWQ Recomputation	1996 to 2015
2018 AWQ Recomputation	1999 to 2018
2021 AWQ (Pilot) Recomputation	2002 to 2021
2026 AWQ Recomputation (Not Begun)	2007 to 2026

This map displays the geographical area around Cucamonga and Chino-North, highlighting water service areas and well locations. The map features several creeks, including Cucamonga Creek, San Gabriel River, and San Antonio River. Red lines delineate the boundaries of the water service areas. Five well locations are marked with icons of a well structure, and their corresponding elevation points are labeled: 249, 248, 275, 268, 267, 309, 252, 300, and 303. The map also shows the Cucamonga and Chino-North regions, with Cucamonga being a larger area and Chino-North being a smaller area to the south.

- The Statewide 2019 Recycled Water Policy requires annual TDS and Nitrate-Nitrogen data compilation.
- Data compiled will be from the 4,000+ wells used in the ambient water quality recomputations.
 - In the past, this well data has only been compiled when a BMP Task Force consultant is working on one of the nine ambient water quality recomputations (i.e. every three years).

Information on Santa Ana River Report

- Data is compiled and analyzed annually for Santa Ana River Reaches 2 through 5.
- Data from Orange County Water District, the Santa Ana Water Board, the BMP Task Force, U.S. Geological Survey (USGS), and other data sources.
- SAWPA staff have done report in past. Report is becoming more technical and could include new data that the federal U.S. Environmental Protection Agency requires.



RFQ Review Criteria

- Qualifications and Experience (Firm and Personnel) – Consultant shall have a minimum of five years demonstrated experience related to the services to be provided.
- Understanding of the Service(s) – As demonstrated in the completion of their Understanding of the Project and Approach question.
- Exceptions Taken to RFQ – As demonstrated in the completion of Appendix A4 – Additions, Deletions and/or Exceptions.

RFQ Schedule

Action	Deadline
RFQ Published	August 19, 2025
Question Deadline	September 17 at 5:00 PM PST
SAWPA Responds to Final Question(s)	September 24 at 5:00 PM PST
RFQ Proposals Due	September 30 at 5:00 PM PST
Possible Interviews	October 8 through 15, 2025
SAWPA Commission Approval of Short List of Consultants	October 21 at 9:30 AM PST or November 4, at 9:30 AM PST

Short List



Recommendation

- It is recommended that the Commission authorize the release of the Request for Qualifications for Groundwater Technical Assistance and Surface Water Reporting services, on behalf of the Basin Monitoring Program Task Force.



Thank You

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Request for Qualifications

Basin Monitoring Program Task Force Groundwater Technical Assistance and Surface Water Reporting

SANTA ANA WATERSHED PROJECT AUTHORITY

AUGUST 19, 2025



SAWPA
REQUEST FOR QUALIFICATIONS (RFQ)
for
CONSULTING SERVICES
for

**Basin Monitoring Program Task Force Groundwater Technical Assistance and Surface
Water Reporting**

NOTICE TO SUBMITTING FIRMS

Proposals submitted in response to this RFQ as described herein, need to be submitted to Planet Bids at: <https://pbsystem.planetbids.com/portal/52676/portal-home>

1. Submit electronically, with Adobe Acrobat (PDF) file and attachments, with search capability to ensure readability and compatibility. PDF to **not be more than 25 pages long** (not including exhibits such as resumes).
2. All proposals must be received by **5:00 p.m. (PST) on September 30, 2025**. Prospective Offerors are required to submit all RFQ questions, clarifications, or comments through Planet Bids' Q&A system at:
<https://pbsystem.planetbids.com/portal/52676/portal-home>.

Questions, clarifications, or comments must be received no later than **September 17, 2025 at 5:00 p.m. PST**.

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

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SECTION 1 - PURPOSE OF RFQ

SAWPA is the administrator of the Basin Monitoring Program (BMP) Task Force. In its role, it is issuing this Request for Qualifications (RFQ) to identify qualified consultants or professionals (hereafter Consultants) to provide on-call services, as requested by the BMP Task Force. Examples of services to which qualified consultants may be called on to perform include the following:

- A. Technical Assistance Related to Groundwater Storage and Water Quality Modeling, and Updating Groundwater Storage and Quality Model Layers
- B. Annual/Routine Groundwater Data Consolidation
- C. Recomputing Ambient Water Quality for Groundwater Management Zones for the Period of 2007 to 2026 ("2026 AWQ Recomputation")
- D. Development of the Annual Report of Santa Ana River Water Quality

Upon review of the RFQ response submittals, qualified Consultants will be identified, and from this list, the BMP Task Force will direct SAWPA staff which qualified Consultants should be engaged to perform the desired services.

The BMP Task Force is tasked with various regional water quality monitoring efforts which are focused on two constituents – Total Dissolved Solids (TDS) and Nitrogen in both surface and groundwater. The services to be performed under this RFQ are generally related to the assessment of groundwater ambient water quality (AWQ) and assimilative capacity for the Santa Ana Region's groundwater management zones (GMZs). This effort is referred to as the "AWQ Recomputation" and is now being required, per recent updates to the [Water Quality Control Plan for the Santa Ana River Basin \(Basin Plan\)](#), every five years. The next AWQ Recomputation which will cover the period of 2007 to 2026 is due to the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) by October 31, 2028.

The BMP Task Force's also has a long-term obligation to produce the Annual Report of Santa Ana River Water Quality (Annual Report), which is due to the Santa Ana Water Board on August 1st each year and is focused on four of the six Santa Ana River reaches. Contained within the Annual Report are water quality data necessary to determine compliance with Nitrogen, specifically Total Inorganic Nitrogen (TIN), and TDS water quality objectives¹ for the following four Santa Ana River Reaches:

- 2 (TDS Only),
- 3,
- 4 and
- 5.

This coordinated effort of submission of AWQ Recomputations and Annual Reports has occurred since the adoption of the 2004 Basin Plan Amendment (Basin Plan). Per the Basin Plan, the AWQ Recomputation performed every five years is required to include, among other things, the following:

- Determination of current TDS and Nitrate-Nitrogen ambient water quality in GMZs throughout the Santa Ana River Basin,

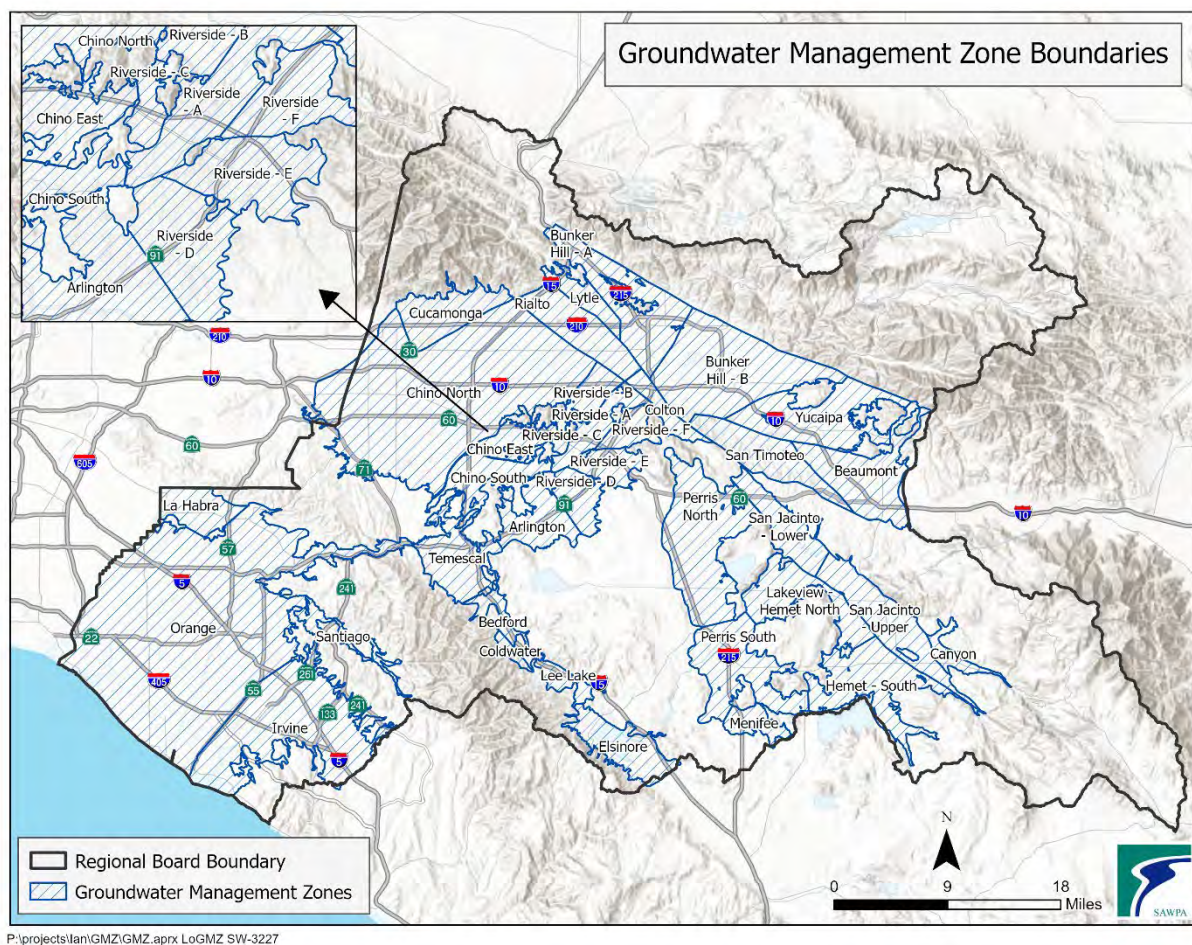
¹ Through the Basin Plan, the water quality objectives are defined as antidegradation objectives (historic ambient water quality).

- Determination of compliance with TDS and Nitrate-Nitrogen antidegradation objectives for those GMZs through an evaluation assimilative capacity.

A map of the GMZs is shown in Figure 1 below.

The Basin Plan (Chapter 5 – Implementation) states that the determination of current AWQ can be accomplished “using methodology consistent with that employed by the Nitrogen/TDS Task Force (20-year running averages) to develop the TDS and nitrogen water quality objectives included in the Basin Plan.” This methodology is summarized in the *TIN/TDS Phase 2A: Tasks 1 through 5, TIN/TDS Study of the Santa Ana Watershed* (Phase 2A Technical Memo prepared by Wildermuth Environmental Inc., 2000).

Figure 1: BMP Task Force GMZs



With respect to surface water monitoring by the BMP Task Force, the Annual Report is prepared in accordance with the 2005 *Santa Ana River Water Quality Work Plan*² and the 2022 *Santa Ana River Total Dissolved Solids and Total Inorganic Nitrogen Monitoring Work Plan*³ (Annual Report Work Plans). These Annual Report Work Plans describe the monitoring that occurs

² Approved by the Regional Board in Resolution No. R8-2005-0063.

³ Submitted to the Regional Board on March 30, 2023.

throughout the calendar year, and how that data is reported. For example, for Santa Ana River Reach 5, the Annual Report Work Plans require sampling quarterly at Santa Ana River at E Street in order to capture a wide variety of conditions. And per the documents, the Reach 5 sampling data is to be documented in the Annual Report as an annual average of all these samples for TIN and TDS. The extents of each reach, and their TIN and TDS water quality objectives, are listed in the Basin Plan. A map of the reaches is shown in Figure 2 below.

Figure 2: Santa Ana River Reaches in Annual Report



SECTION 2 – HOW THE IDENTIFIED QUALIFIED CONSULTANTS WILL BE USED TO PERFORM VARIOUS SERVICES

SAWPA, on the recommendation of the BMP Task Force, will select the Consultants, based on their qualified expertise, to perform the services listed below (A and B) and additional services identified by the BMP Task Force, as appropriate.

- A. Technical Assistance Related to Groundwater Storage and Water Quality Modeling, and Updating Groundwater Storage and Quality Model Layers
- B. Annual/Routine Groundwater Data Consolidation
- C. Recomputing AWQ for GMZs for the Period of 2007 to 2026 (“2026 AWQ Recomputation”)
- D. Development of the Annual Report of Santa Ana River Water Quality

Once RFQ Proposals are due, SAWPA will use the following process to identify the qualified consultants to perform the services listed above:

- **Submittal Review:** Using the selection criteria described in Section 9, SAWPA will review and evaluate each submittal to determine if the Consultant is qualified to perform the services identified herein. Consultants who do not qualify for one or more of the identified services will be eliminated from further consideration.

A review committee of Task Force agency representatives will evaluate each submittal to determine whether the Consultant is qualified to perform the defined services. SAWPA may, at its discretion, conduct optional interviews with staff and the review committee. Based on the submittal review, the Consultants will be ranked according to the following:

- **Short List:** The short list of qualified Consultants will remain valid for a minimum of five years from the “RFQ Proposals Due” date. The option to extend existing agreements beyond this term is described in the below bullet titled “Terms of Services”. SAWPA, with input from the BMP Task Force, may add and remove firms from the short list during the time frame, as determined necessary and appropriate.
- **Project /Task Assignment:** Depending on the service needed, SAWPA will issue a request for a Scope of Work and Schedule (with due dates) to the Consultants on the short list. The successful Consultants from the Short List will be issued a Task Order documenting the Scope of Work, Schedule and the negotiated fee (i.e. Budget), as well as a General Services Agreement (GSA). This will be done with input from the BMP Task Force. SAWPA will consider balanced distribution of Task Orders when appropriate but is not obligated to ensure equal workload or monetary allocation among Consultants.
- **Term of Services:** The term for applicable GSAs and Task Orders under this RFQ will be up to five years, beginning on the date that SAWPA enters into agreements with the selected qualified consultants, with the option to exercise an up to five year extension (for a total of up to ten years). The BMP Task Force will conduct milestone reviews which will provide a reference point when considering extensions.

SECTION 3 – ABOUT THE BASIN MONITORING PROGRAM TASK FORCE

This RFQ falls within the jurisdiction of the BMP Task Force, which SAWPA administers. The BMP Task Force includes over 20 water agencies and staff from the Santa Ana Water Board who have signed a [2004 agreement](#) to work together through shared funding and staff expertise.

The Santa Ana Water Board administers regulations per National and statewide water quality plans and policies, including the California Water Code and the Clean Water Act. The Santa Ana Water Board is an active collaborative partner in the Task Force. Most of the Task Force members, shown in the table below, operate Publicly Owned Treatment Works (POTWs) which discharge treated water to surface and groundwater bodies in the Santa Ana River Basin.

Table 1: Task Force Water Agency Members

Beaumont Cherry Valley Water District	Elsinore Valley Municipal Water District
Chino Basin Watermaster	Inland Empire Utilities Agency
City of Banning	Irvine Ranch Water District
City of Beaumont	Jurupa Community Services District
City of Corona	Orange County Water District
City of Redlands	San Bernardino Valley Municipal Water District
City of Rialto	San Geronio Pass Water Agency
City of Riverside	Temescal Valley Water District
Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation	Western Riverside County Regional Wastewater Authority/Western Municipal Water District
Eastern Municipal Water District	Yucaipa Valley Water District

Note: The Santa Ana Water Board is a non-funding Task Force member.

As described in Section 1, the next AWQ Recomputation from the BMP Task Force is due to the Santa Ana Water Board by October 31, 2028. Consistent with previous AWQ Recomputations, a GMZ lacks assimilative capacity when its current quality meets or falls below the antidegradation objectives. If the current quality is better than the antidegradation objectives, then that GMZ is determined to have assimilative capacity. In the latter case, the difference between the antidegradation objective and current quality is the amount of assimilative capacity available. The Santa Ana Water Board requires this assessment of ambient groundwater quality to determine if any new or revised regulatory actions (e.g., revisions to National Pollutant Discharge Elimination System permits or waste discharge requirements) are required to address the current water quality conditions.

As shown in Table 2 below, the Task Force has completed eight AWQ Recomputations since the original computation was done through the Phase 2A Technical Memo.

The Phase 2A Technical Memo published in 2000 used the “historical” time period of 1954 to 1973 for its 20-year period to set the “antidegradation” objectives for TDS and Nitrate-Nitrogen. Those antidegradation objectives were established to ensure that water quality is maintained pursuant to the State’s antidegradation policy, and thus, were termed “antidegradation” objectives.⁴

The Phase 2A Technical Memo also computed ambient AWQ for the period of 1978 to 1997 to assess compliance with the antidegradation objectives, and to determine the magnitude of assimilative capacity, if it existed, within individual GMZs.

The BMP Task Force analyzed the efficacy of the AWQ Recomputation method described in the original Phase 2A Technical Model as part of the 2021 AWQ (Pilot) Recomputation process. Through that effort, the BMP Task Force agreed to implement the colloquially termed “Modified Standard Approach” going forward. This approach includes several changes from the initial Phase 2A Technical Model approach, such as simplifying the groundwater quality data

⁴ Note, since 2000 in some GMZs, alternative “maximum-benefit” objectives have been established and coupled with GMZ-specific salt and nutrient management programs (e.g., Maximum Benefit SNMPs that allow the degradation of water quality relative to antidegradation objectives based on demonstrations by the sponsoring agencies that beneficial uses will be protected, and that the programs provide maximum benefit to the people of California).

collection to just TDS and Nitrate-Nitrogen, and not collecting other parameters such as Calcium, Sodium, Sulfate (i.e., general chemistry data used to calculate a cation-anion balance). The Modified Standard Approach also makes use of “interpretive tools” not described in the Phase 2A Technical Memorandum such as the use of the Mann-Kendall statistical analysis. Mann-Kendall statistical test is now used to analyze data to determine whether there are increasing or decreasing trends in TDS and nitrate concentrations at each well.

Table 2: List of BMP Task Force AWQ Recomputations

Recomputation Name	20-Year Period
Initial Computation in Phase 2A Technical Memo	1978 to 1997
2000 AWQ Recomputation	1981 to 2000
2003 AWQ Recomputation	1984 to 2003
2006 AWQ Recomputation	1987 to 2006
2009 AWQ Recomputation	1990 to 2009
2012 AWQ Recomputation	1993 to 2012
2015 AWQ Recomputation	1996 to 2015
2018 AWQ Recomputation	1999 to 2018
2021 AWQ (Pilot) Recomputation	2002 to 2021
2026 AWQ Recomputation (Not Begun)	2007 to 2026

SECTION 4 – ABOUT SAWPA

SAWPA was formed in 1968 as a joint power authority under California law and is composed of five member agencies: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District. SAWPA’s office is located at 11615 Sterling Avenue, Riverside, CA 92503. See the website at: <http://www.sawpa.gov>.

SAWPA focuses on a broad range of water resource issues in its service area, the Santa Ana River Basin (also known as the Santa Ana River Watershed). SAWPA’s planning department [manages several task forces](#) (also known as “roundtables”) that include water agency members and regulatory agency partners. These task forces are often focused on complying with certain water quality related regulations and allow the members to pool resources to hire consultants to implement various watershed studies and regional compliance efforts (such as AWQ Recomputations).

SECTION 5 – SPECIFICATION OF SERVICES

The following section outlines the service objectives and focus areas currently identified by the BMP Task Force.

- Technical Assistance and Associated Updates Related to Groundwater Storage and Water Quality Modeling
- Groundwater Data Consolidation
- Recomputing AWQ for GMZs for the Period of 2007 to 2026 (“2026 AWQ Recomputation”)
- Development of the Annual Report of Santa Ana River Water Quality

Note that the examples of expected work are for illustrative purposes. See information regarding how a Scope of Work is executed with Consultants in Section 2 above.

Service: Technical Assistance and Associated Updates Related to Groundwater Storage and Water Quality Modeling

Focus of this Service: Research, contact, and request data from water agencies and related entities who have the most recent understanding of groundwater characteristics in their respective groundwater basins/subbasins. Groundwater characteristics of interest include items such as specific yield and bottom elevation of groundwater basins (basin geometry). Update existing storage properties model layers used for the Initial Computation in Phase 2A Technical Memo and past eight AWQ Recomputations as shown in Table 2.

Examples of Expected Work:

- Research available documents, that are available through separate salt and nutrient management planning and/or groundwater sustainability agency planning (not led by the BMP Task Force), to gain an understanding of which water agencies are involved in the various groundwater basins across the Santa Ana River Basin (see Figure 1 above).
- Conduct outreach to the water agencies and related entities who have done groundwater storage and water quality modeling.
- Request data from these water agencies and related entities regarding specific yield and bottom (average) elevation of groundwater basins.
- Catalogue the data in a database, such as Microsoft Access.
- Analyze a newly created database, such as Microsoft Access, that has the most recent groundwater properties information on various groundwater management zones.
- Update an existing storage properties layer using the newly created database.
- Perform quality control of the updated storage properties layer.

Service: Annual/Routine Groundwater Data Consolidation

Focus of Service: Acquire groundwater data, such as well elevation and water quality information, from well owners in all GMZs of interest to the BMP Task Force (see Figure 1). Tabulate acquired data and information using a BMP Task Force-provided database. Note this is separate groundwater data from the specific yield and bottom (average) aquifer elevation data described in the service above - Technical Assistance and Associated Updates Related to Groundwater Storage and Water Quality Modeling.

Example of expected work:

- Annually/routinely submit data request forms and data upload templates to entities with groundwater data and information.

- Annually/routinely meet with agency staff and well owners to verify the well information provided by them.
- Annually/routinely reformat and normalize data and information prior to incorporation into the BMP Task Force-provided database. This occurs due to some entities providing their data in a unique format.
- Execute non-disclosure agreement(s) as needed with parties for certain groundwater management zones. The data provided for these GMZs will thus not be used for any other projects or assessments unless written permission is obtained by the respective party.
- Make a recommendation(s) for tool development (such as data analysis script/code), and if approved by the BMP Task Force, implement tools that analyze groundwater data.
- Make a recommendation(s) for data management improvements (such as standardizing data across all AWQ Recomputations shown in Table 2), and if approved by the BMP Task Force, implement data management improvements.

Service: Recomputing AWQ for GMZs for the Period of 2007 to 2026 (“2026 AWQ Recomputation”)

Focus of this Service: Utilizing the detailed processes identified through the last [2021 AWQ Recomputation \(also known as the Pilot Study\)](#) and the [2022 Groundwater Monitoring Program](#), recompute AWQ for approximately 35 GMZs and determine their assimilative capacity. This service requires using the colloquially termed “Modified Standard Approach” for implementing the AWQ Recomputation for the 2007 to 2026 period. The Modified Standard Approach is highlighted in the Pilot Study linked above and is also described in Section 3 of the RFQ. Per the Pilot Study’s Section 4.1, the BMP Task Force declined to implement the “Simplified Approach” which was analyzed as an alternative to the Modified Standard Approach for AWQ Recomputations.

Examples of Expected Work:

- For each GMZ, utilize previous collected data, as well as newly collected data by the Task Force through the service described above, “Annual/Routine Groundwater Data Consolidation”, to calculate water quality statistics for each well over the 20-year timeline of 2007 to 2026.
- For each GMZ, ensure concentration values for TDS and Nitrate-Nitrogen from this 20-year time period are mapped to create iso-concentration contours of like values that depict the spatial distribution of TDS and Nitrate-Nitrogen.
- For each GMZ, ensure those contours are then saved as a surface raster, and that the raster utilizes a grid with 400x400 meter (m) cells.
- For each GMZ’s grid cells, assign concentration values for TDS and Nitrate- Nitrogen by overlapping and interpolating the contour data mapped above.

- For each GMZ's grid cells, assign aquifer storage properties information (in addition to the concentration values previously assigned) to calculate the total value of water in the grid cells. The aquifer storage properties information to be provided by the Task Force. It will either utilize new data created through the service described above, "Technical Assistance Related to Groundwater Storage and Water Quality Modeling, and Updating Groundwater Storage and Quality Model Layers", or be data from the first AWQ Recomputation implemented in the Phase 2A Technical Memo published in 2000.
- For each GMZ's grid cells, calculate the mass of TDS and Nitrate-Nitrogen based on the total volume of water attributed to each grid cell.
- For each GMZ, create a single concentration value of TDS and Nitrate-Nitrogen. Do this by summing the total mass of TDS and Nitrate-Nitrogen in the GMZs' grid cells. Then divide the total mass by the total volume of water.
- For each GMZ, determine the assimilative capacity for TDS and Nitrate-Nitrogen by taking the difference between the antidegradation objective in the Basin Plan for the GMZ and the 2026 AWQ Recomputations single concentration value. The antidegradation objectives are based on well data from the 1954 to 1973 historical time period.
 - For GMZs where new storage properties were used, also recalculate the Basin Plan's historic single concentration values for TDS and Nitrate-Nitrogen for the 1954 to 1973 period using the same steps to compute AWQ for the 2006 to 2026 period. Instead of using 2007 to 2026 data, use 1954 to 1973 data provided by the BMP Task Force. The difference between the new historic period and the 2026 AWQ Recomputation values will help inform assimilative capacity findings.
- Utilize Interpretive Tools such as the Mann-Kendal statistical analysis. Utilize this test to analyze data to determine whether there are increasing or decreasing trends in TDS and Nitrate-Nitrogen concentrations at each well.
- Provide updates and presentations to the BMP Task Force as work progresses. Provide presentations that cover major milestones such as the draft data being calculated.

Service: Development of the Annual Report of Santa Ana River Water Quality

Focus of this Service: By compiling data from Orange County Water District (OCWD), the Santa Ana Water Board, the BMP Task Force, U.S. Geological Survey (USGS), and other data sources utilized in the State Water Resources Control Board's [Integrated Report](#), produce an Annual Report of Water Quality (the latest version of this report produced by SAWPA Staff). The data compiled will be for Reaches 2 through 5 and initially follow a format similar as the latest version – the 2024 Annual Report of Water Quality (Annual Report). Note that direction will be provided by BMP Task Force at the start of each calendar year regarding any updates to the overall content of the document, including the data to include, water quality objectives, and methods to determine compliance with the water quality objectives.

Examples of Expected Work:

- Within the first quarter of a calendar year, contact OCWD, the Santa Ana Water Board, and SAWPA on data collected for Reaches 2 through 5 of the Santa Ana River in the past calendar year. SAWPA will provide the BMP Task Force data collected by its consultant.
- Within the first quarter of the calendar year, acquire water quality data for the three U.S. Geological Survey (USGS) stream gages along the Santa Ana River Reaches 2 through 5, which are 1) SAR Below Prado Dam, 2) SAR at MWD Crossing, and 3) SAR at E St near San Bernardino.
 - Also acquire all flow data (in cubic feet per second) from the three USGS stream gages 1) SAR Below Prado Dam, 2) SAR at MWD Crossing, and 3) SAR at E St near San Bernardino in order to inform the various tables/figures in the Annual Report.
- Within the first and second quarter of the calendar year, calculate “baseflow conditions” in order to inform the reporting of the Reach 3 TDS and TIN data. This work includes collecting data from the USGS Gilbert Street Precipitation Gage San Bernardino, which is a requirement per the Annual Report Work Plans. Two methods for “baseflow conditions” calculations are currently used in the 2024 Annual Report, and will likely be required for the next several Annual Reports until a Basin Plan Amendment is adopted by the Santa Ana Water Board and approved by the California Office of Administrative Law.
- Within the first quarter of the calendar year, acquire data from the past calendar year that will be utilized for future State Water Resources Control Board Integrated Reports and the Clean Water Act Section 303(d) list determination. These data sources are highlighted in the State Water Resources Control Board’s 2024 Integrated Report [staff report in Section 2.1](#). Examples of the data sources are shown below (for a full list see Section 2.1 of the staff report).
 - CEDEN data, which includes data from the SWAMP and other Water Board monitoring programs, ILRP, Southern California Coastal Water Research Project (“SCCWRP”), San Francisco Estuary Institute’s (“SFEI”) Regional Monitoring Program, citizen monitoring groups, academic institutions and other data providers.
 - CIWQS data, which includes receiving water monitoring data from discharger monitoring reports.
 - Data and information, including QAPPs, submitted through the California Integrated Report Upload Portal.
- Within the first and second quarters of the calendar year, compile the data in a similar format in the attached Excel Spreadsheets SAWPA used for the 2024 Annual Report.
- Within the first and second quarters of the calendar year, tabulate the acquired data into a format similar to the [Appendix B](#) used in the latest 2024 Annual Report. Use a similar format for any new data categories that are to be included in future Integrated Reports.
- By the end of the second quarters of the calendar year, produce a draft report similar to the format of the 2024 Annual Report. Use the Annual Report Work Plans to guide how the sampling data is calculated (averaged) and reflected in the various tables/figures.

The 2024 Annual Report also describes the calculations (averages), which are rooted in the Basin Plan.

- Receive comments from the BMP Task Force, including SAWPA and the Regulatory Facilitator consultant. Submit Annual Report to Santa Ana Water Board by the Basin Plan's deadline of August 1.

SECTION 6 - CONSULTANT PROPOSAL

Responses to this RFQ must be made according to the requirements set forth in this section for content and sequence. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal. Responses to this RFQ shall be prepared as concise as possible.

The proposal should be no more than 25 pages long and provided as a PDF document (pages sized 8.5" by 11"). Each page should be numbered.

Submit proposal through the Planet Bids website: <https://home.planetbids.com/>. Hard copies will not be reviewed.

All proposals must be received by **September 30 at 5:00 PM PST**. Proposals received after the stated time will not be considered.

If additional information is needed, use Planet Bids to pose questions to SAWPA staff. Questions may be submitted at anytime until **September 17 at 5:00 PM PST**. A response document will be posted to Planet Bids and updated in a timely manner to address all questions received before that deadline. If questions are submitted up until the September 17 deadline, SAWPA will respond by September 24 at 5:00 PM PST to any final questions received.

All proposals must include the following information. When responding to this RFQ, please label each section using the bold text below:

1. **Cover Letter:** On the cover letter, the Consultants shall provide key details about their organization by completing Table 3 below. The Consultants' owner or principal staff who can execute a Task Order and General Services Agreement (see Appendix **TO BE INSERTED**) should be the individual signatory.

The Consultants' signature on the Cover Letter, should they be awarded a contract as defined in this RFQ, signifies that they have fully read and understood this RFQ and will comply with all specifications, conditions, terms, and delivery noted unless otherwise described through their completion/submittal of Appendix A4 - Additions, Deletions and/or Exceptions.

Table 3: Table for Cover Letter

Proposer's Name:			
Authorized Signature:		Date:	
Name of Individual Signatory		Title of Individual Signatory	
Direct Phone #:		Mailing Address:	
E-Mail Address:		City, State, Zip	

- a. In addition to the cover letter, the Consultants shall complete Appendix A1 - Proposer's Business Information. This shall be provided in the submittal on the page after the Cover Letter.
2. **Executive Summary:** The Consultants shall provide a brief summary of the firm's origin, background, and size of the entity, an organizational chart, the overall capabilities of the organization, appropriate licenses and certifications (if applicable), and proximity of company's resources to SAWPA in Riverside, California.
3. **Identification of Services:** The Consultants shall select which services they are proposing on:
 - Technical Assistance and Associated Updates Related to Groundwater Storage and Water Quality Modeling
 - Groundwater Data Consolidation
 - Recomputing AWQ for GMZs for the Period of 2007 to 2026 ("2026 AWQ Recomputation")
4. **Qualifications and Experience:** The Consultants shall provide resumes of key team members and descriptions of similar projects that have been successfully completed in the past five years.

In this section of the proposal, the Proposer shall also demonstrate they:

- Have at least five years of experience in the service categories they selected in question 3 above.
 - Have represented the interests and needs of California government agencies and/or non-profit organizations.
 - State that the Consultants are willing to provide a client list to demonstrate that no other clients could negatively impact SAWPA.
5. **References:** Complete Appendix A2 to list three current/former references that the proposer has served in the past five years. California government or non-profit organization clients are preferred as references. Private clients for whom comparable services have been performed are acceptable.

6. **List of Subcontractors:** The Consultants shall use Appendix XX to provide a description of any subcontract arrangements that would be utilized for the services they have identified in question 3. Include a full description of the subcontractor's experience and personnel.
7. **Fee Schedule:** The Consultants shall use Appendix xx to provide a current schedule of hourly rates; rates for all frequently used sub-consultants (for similar work if applicable), and percentage markup of reimbursable expenses (if applicable) be included. Please note that the rates provided are understood by SAWPA to be *current* Consultant rates, and not necessarily the rates used for implementation of future work under this RFQ. See Section 2 for the process of identification of a budget through a Task Order.
8. **Understanding of the Project and Approach** – In response to Section 1, which describes the purpose of this RFQ, the Consultants shall provide a description of the BMP Task Force and AWQ Recompensations, and its understanding of this regional effort.
9. **Additions, Deletions and/or Exceptions** - Compliance with SAWPA's contractual terms and/or RFQ requirements.

The Consultants shall utilize Appendix A4 to note any additions, deletions and/or exceptions to SAWPA's contractual terms and/or RFQ requirements. If there are no exceptions taken, note in writing that there are none.

SECTION 7 - GENERAL CONTRACT TERMS

Term of Services:

- A. SAWPA may make such investigations as it deems necessary to determine the ability of the firm to provide the goods and/or service as specified, and the firm shall furnish to SAWPA, as is commercially reasonable, all such information and data for this purpose. SAWPA may discuss or negotiate with one or more consultants prior to contract award and reserves the right to reject any submittal.
- B. SAWPA reserves the right to reject any or all qualification submittals, either separately or as a whole and to waive any informality in a qualification submittal or to accept any qualification submittal presented which it deems best suited to the interest of SAWPA and is not to be bound to accept the lowest price. SAWPA reserves the right to negotiate with any qualified source. SAWPA reserves the right to reject any or all proposals for any reason or for no reason at all. SAWPA reserves the right to decline any or all qualification submittals and retains the flexibility to implement a Request for Proposals process when it would more effectively meet project objectives..
- C. SAWPA reserves the right to have discretion to work with those identified through this RFQ process or utilize a separate process.
- D. This RFQ process is not inclusive of all of the BMP Task Forces' projects/deliverables (such as the Wasteload Allocation described in the Basin Plan).

- E. SAWPA reserves the right to request further information from the proposer either in writing or orally. Such a request will be addressed to that person or persons authorized by the proposer to represent the proposer.
- F. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.
- G. The cost for developing the RFQ submittal is the sole responsibility of the firm. All submittals shall become the property of SAWPA.
- H. Be advised that all information contained in qualification submittals in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. At such time as SAWPA's recommendation to the SAWPA Commission relative to proposal review appears on the SAWPA Commission agendas, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary" in the RFQ response from the proposer. All proposals submitted in response to this RFQ will become the exclusive property of SAWPA.
- I. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFQ.
- J. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.
- K. SAWPA reserves the right to interpret or change any provisions of this RFQ at any time prior to the proposal submission date. Such interpretations or changes will be in the form of an addenda to this RFQ. Such addenda will become part of this RFQ and may become part of any resultant Task Order and GSA. Such addenda will be made available on Planet Bids. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
- L. If selected, conflict of interest disclosures may be requested as part of any comprehensive proposals submitted.

SECTION 8 - RFQ SCHEDULE

Action	Deadline
RFQ Published	August 19, 2025
Question Deadline	September 17 at 5:00 PM PST
SAWPA Responds to Final Question(s)	September 24 at 5:00 PM PST
RFQ Proposals Due	September 30 at 5:00 PM PST

Possible Interviews	October 8 through 15, 2025
SAWPA Commission Approval of Short List of Consultants	October 21 at 9:30 AM PST or November 4, at 9:30 AM PST

SECTION 9 – REVIEW CRITERIA

The criteria for reviewing the Consultant proposals shall be based on, but not limited to, the following:

1. Qualifications and Experience (Firm and Personnel) – Consultant shall have a minimum of five years demonstrated experience related to the services they have identified in question 3 in Section 6.
2. Understanding of the Service(s) – As demonstrated in the completion of their Understanding of the Project and Approach question 8 in Section 6.
3. Exceptions Taken to RFQ – As demonstrated in the completion of Appendix A4 – Additions, Deletions and/or Exceptions.

APPENDIX A1 - PROPOSER'S BUSINESS INFORMATION

All proposers shall submit the information as requested below.

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

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

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

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

11. Physical Address: _____

APPENDIX A2 - REFERENCES

Instructions: Proposer shall provide two to three customer references.

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

APPENDIX A3 – SUBCONTRACTORS LIST

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

APPENDIX A4 - ADDITIONS, DELETIONS AND/OR EXCEPTIONS

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this RFQ, the General Services Agreement (GSA), and/or Task Order (shown in Appendix 2 – “Standard Contract Documents – Task Order and GSA”). If not addressed below, then SAWPA assumes that the Consultant will adhere to all terms and conditions listed.

SAWPA will issue a Task Order and GSA in its standard form to the successful Consultant for the services contemplated herein. Any deletion, exception, or modification taken to SAWPA contract terms and conditions will be evaluated, in addition to the specified criteria; and may, itself, result in non-acceptance by SAWPA. Any request for deletion, exception, or modification, if so taken, must be submitted at the time of the proposal.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX B: Standard Contract Documents

Task Order and General Services Agreement (GSA)

See Planet Bids RFQ Post for Appendix B



SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. _____

CONSULTANT: [Name]
[Address]

VENDOR NO.:XXX

COST: \$xxxx

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: [Manager], [Title] [Date]

FINANCE: _____
Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding xx
Acct. Description xx

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

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

I. PROJECT NAME OR DESCRIPTION

xxxxx

II. SCOPE OF WORK / TASKS TO BE PERFORMED

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

Please also refer to Appendix X for acceptable formats

III. PERFORMANCE TIME FRAME

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

IV. SAWPA LIAISON

_____ shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

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

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

SANTA ANA WATERSHED PROJECT AUTHORITY

Jeffrey J. Mosher, General Manager Date

[CONSULTANTS NAME]

(Signature) Date

Print/Type Name and Title



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

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

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

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

ARTICLE II

SERVICES TO BE PERFORMED

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

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

ARTICLE III

COMPENSATION

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

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

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

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

ARTICLE IV

CONSULTANT OBLIGATIONS

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

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

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

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

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

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

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

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

4.04(b) If Claims Made Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

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

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

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

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

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

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

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

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

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

ARTICLE VIII

TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX

CONSULTANT STATUS

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

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

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

Santa Ana Watershed Project Authority
Cash Transaction Report
Month of June 2025

Below is a summary of cash transactions completed during the month in the Authority's checking account with US Bank. Attached are summaries by major revenue and expense classifications.

Cash Receipts and Deposits to Account	\$ 3,748,872.12
Net Investment Transfers	91,658.06
Cash Disbursements	<u>(6,861,634.54)</u>
Net Change for Month	\$ (3,021,104.36)
Balance at Beginning of Month	<u>3,753,961.23</u>
Balance at End of Month per General Ledger	<u>\$ 732,856.87</u>
Collected Balance per Bank Statement	<u><u>\$ 763,318.69</u></u>

ACCOUNTS PAYABLE RECONCILIATION

Accounts Payable Balance @ 05/31/2025	\$ 7,806,381.25
Invoices Received for June 2025	3,594,757.01
Invoices Paid by check/wire during June 2025 (see attached register)	<u>(6,561,872.93)</u>
Accounts Payable Balance @ 06/30/2025	<u><u>\$ 4,839,265.33</u></u>

CASH RECEIPTS

Brine Line Operating Revenues	\$ 1,069,966.00
LESJWA Admin Reimbursement	641.84
Grant Proceeds - Prop 1	32,316.92
Grant Proceeds - Prop 1 Pass-throughs	2,642,956.33
Other Grant Proceeds - WECAN	1,193.04
Other	<u>1,797.99</u>
Total Receipts and Deposits	\$ 3,748,872.12

INVESTMENT TRANSFERS

Transfer of Funds:	
From (to) US Bank	\$ -
From (to) LAIF	(1,000,000.00)
From (to) Legal Defense Fund	-
From (to) LESJWA	-
From (to) Investments	<u>1,091,658.06</u>
Total Investment Transfers	\$ 91,658.06

CASH DISBURSEMENTS

By Check or ACH:	
Payroll	\$ -
Operations	<u>6,561,872.93</u>
Total Checks Drawn	\$ 6,561,872.93
By Cash Transfer:	
Payroll	\$ 195,684.60
Payroll Taxes	<u>104,077.01</u>
Total Cash Transfers	\$ 299,761.61
Total Cash Disbursements	<u>\$ 6,861,634.54</u>

-

Santa Ana Watershed Project Authority
Check Detail
Jun-25

Category	Check #	Check Date	Type	Vendor	Check Amount
398 Expenses	6053	6/5/2025	CHK	City of Fullerton	\$ 2,049.30
398 Expenses	EFT06798	6/5/2025	CHK	California Rural Water Association	\$ 74,800.00
398 Expenses Total					\$ 76,849.30
Accrued Volumetric Costs	EFT06786	6/5/2025	CHK	Orange County Sanitation District	\$ 788,981.53
Accrued Volumetric Costs Total					\$ 788,981.53
Asset	EFT06848	6/26/2025	CHK	Gillis & Panichapan Architects	\$ 7,070.00
Asset Total					\$ 7,070.00
Auto Expense	6051	6/5/2025	CHK	County of Riverside	\$ 1,322.48
Auto Expense	6063	6/26/2025	CHK	County of Riverside	\$ 1,151.79
Auto Expense	EFT06840	6/26/2025	CHK	County of Riverside/Transportation	\$ 284.01
Auto Expense Total					\$ 2,758.28
Benefits	6060	6/19/2025	CHK	Mutual Of Omaha	\$ 3,557.12
Benefits	EFT06809	6/19/2025	CHK	ACWA JPIA	\$ 57,863.85
Benefits	EFT06811	6/19/2025	CHK	Aflac	\$ 482.71
Benefits	EFT06835	6/26/2025	CHK	HealthEquity, Inc.	\$ 134.00
Benefits	P048618	6/13/2025	WDL	MissionSquare	\$ 5,121.94
Benefits	P048619	6/13/2025	WDL	MissionSquare	\$ 492.32
Benefits	P048620	6/13/2025	WDL	CalPERS Supplemental Income	\$ 7,798.48
Benefits	P048621	6/13/2025	WDL	Public Employees' Retirement	\$ 28,171.55
Benefits	P048664	6/26/2025	WDL	MissionSquare	\$ 5,355.44
Benefits	P048665	6/26/2025	WDL	MissionSquare	\$ 492.32
Benefits	P048666	6/26/2025	WDL	CalPERS Supplemental Income	\$ 5,840.11
Benefits	P048667	6/26/2025	WDL	Public Employees' Retirement	\$ 27,380.42
Benefits	WDL000007274	6/3/2025	WDL	WageWorks	\$ 70.00
Benefits	WDL000007281	6/13/2025	WDL	WageWorks	\$ 81.06
Benefits	WDL000007288	6/18/2025	WDL	WageWorks	\$ 135.00
Benefits	WDL000007297	6/20/2025	WDL	WageWorks	\$ 268.40
Benefits	WDL000007302	6/24/2025	WDL	WageWorks	\$ 5.00
Benefits	WDL000007303	6/25/2025	WDL	WageWorks	\$ 370.00
Benefits	WDL000007309	6/30/2025	WDL	WageWorks	\$ 15.00
Benefits Total					\$ 143,634.72
Building Lease	6064	6/26/2025	CHK	Wilson Property Services, Inc	\$ 2,664.00
Building Lease	6065	6/26/2025	CHK	Wilson Property Services, Inc	\$ 2,737.92
Building Lease	6066	6/26/2025	CHK	Wilson Property Services, Inc	\$ 2,425.06
Building Lease Total					\$ 7,826.98
Cloud Storage	EFT06833	6/26/2025	CHK	VC3, Inc.	\$ 3,036.75
Cloud Storage Total					\$ 3,036.75
Consulting	EFT06793	6/5/2025	CHK	CDM Smith, Inc.	\$ 7,425.82
Consulting	EFT06796	6/5/2025	CHK	Trussell Technologies, Inc.	\$ 1,997.50
Consulting	EFT06797	6/5/2025	CHK	Woodard & Curran Inc.	\$ 8,933.75
Consulting	EFT06801	6/5/2025	CHK	GEI Consultants	\$ 29,852.00
Consulting	EFT06802	6/5/2025	CHK	Water Systems Consulting	\$ 7,165.00
Consulting	EFT06803	6/5/2025	CHK	Kahn Soares & Conway	\$ 2,260.00
Consulting	EFT06806	6/5/2025	CHK	CWE	\$ 3,330.79
Consulting	EFT06808	6/5/2025	CHK	Webcheck Security	\$ 3,920.00
Consulting	EFT06818	6/19/2025	CHK	VC3, Inc.	\$ 867.69
Consulting	EFT06824	6/19/2025	CHK	Nevada System of Higher Education	\$ 6,285.13
Consulting	EFT06828	6/26/2025	CHK	West Coast Advisors	\$ 9,750.00
Consulting	EFT06833	6/26/2025	CHK	VC3, Inc.	\$ 2,649.21
Consulting	EFT06834	6/26/2025	CHK	Trussell Technologies, Inc.	\$ 11,140.31
Consulting	EFT06836	6/26/2025	CHK	Woodard & Curran Inc.	\$ 13,598.75
Consulting	EFT06845	6/26/2025	CHK	Sol Media	\$ 4,080.00
Consulting	EFT06847	6/26/2025	CHK	JPW Communications	\$ 4,236.84
Consulting	EFT06851	6/26/2025	CHK	Nevada System of Higher Education	\$ 13,242.07
Consulting Total					\$ 130,734.86
Contributions	6057	6/19/2025	CHK	Elsinore Valley Municipal Water District	\$ 1,500.00
Contributions	EFT06817	6/19/2025	CHK	Western Riverside Council of Governments	\$ 2,000.00
Contributions Total					\$ 3,500.00
Credit Cards	P048668	6/10/2025	WDL	US Bank	\$ 6,587.25
Credit Cards Total					\$ 6,587.25
Director Costs	EFT06826	6/26/2025	CHK	Eastern Municipal Water District	\$ 1,257.80
Director Costs	EFT06827	6/26/2025	CHK	Western Municipal Water District	\$ 577.17

Santa Ana Watershed Project Authority
Check Detail
Jun-25

Category	Check #	Check Date	Type	Vendor	Check Amount
Director Costs	EFT06837	6/26/2025	CHK	Jasmin Hall	\$ 36.40
Director Costs	EFT06846	6/26/2025	CHK	T. Milford Harrison	\$ 55.30
Director Costs	EFT06852	6/26/2025	CHK	Gilbert Botello	\$ 32.20
Director Costs	EFT06853	6/26/2025	CHK	Michael Camacho	\$ 22.40
Director Costs Total					\$ 1,981.27
Employee Reimbursements	EFT06819	6/19/2025	CHK	Ian Achimore	\$ 119.25
Employee Reimbursements	EFT06829	6/26/2025	CHK	Marie Jauregui	\$ 150.00
Employee Reimbursements	EFT06850	6/26/2025	CHK	Alfredo Vasquez	\$ 116.00
Employee Reimbursements Total					\$ 385.25
Equipment Leased	EFT06788	6/5/2025	CHK	Konica Minolta - Rental	\$ 1,403.07
Equipment Leased	EFT06813	6/19/2025	CHK	Pitney Bowes Global Financial	\$ 345.60
Equipment Leased Total					\$ 1,748.67
Facility Repair & Maintenance	EFT06789	6/5/2025	CHK	West Coast Cable, Inc	\$ 1,649.00
Facility Repair & Maintenance	EFT06795	6/5/2025	CHK	TNT Elevator Inc	\$ 300.00
Facility Repair & Maintenance	EFT06799	6/5/2025	CHK	Riverside Cleaning Systems	\$ 1,700.00
Facility Repair & Maintenance	EFT06807	6/5/2025	CHK	PE Instruments	\$ 550.00
Facility Repair & Maintenance	EFT06839	6/26/2025	CHK	Douglas Environmental Group	\$ 10,478.00
Facility Repair & Maintenance Total					\$ 14,677.00
Insurance Expense	6062	6/26/2025	CHK	Alliant Insurance Services	\$ 658.00
Insurance Expense	EFT06800	6/5/2025	CHK	Zenith Insurance Company	\$ 8,028.00
Insurance Expense	EFT06822	6/19/2025	CHK	Zenith Insurance Company	\$ 5,573.00
Insurance Expense Total					\$ 14,259.00
Lab Costs	EFT06791	6/5/2025	CHK	E. S. Babcock & Sons, Inc.	\$ 3,501.90
Lab Costs	EFT06816	6/19/2025	CHK	E. S. Babcock & Sons, Inc.	\$ 1,845.45
Lab Costs	EFT06831	6/26/2025	CHK	E. S. Babcock & Sons, Inc.	\$ 1,845.45
Lab Costs	EFT06832	6/26/2025	CHK	Camet Research	\$ 1,875.00
Lab Costs Total					\$ 9,067.80
Landscape Maintenance	EFT06792	6/5/2025	CHK	Green Meadows Landscape	\$ 815.00
Landscape Maintenance Total					\$ 815.00
Lease Capacity	EFT06825	6/26/2025	CHK	Inland Empire Utilities Agency	\$ 121,161.78
Lease Capacity	EFT06827	6/26/2025	CHK	Western Municipal Water District	\$ 227,924.34
Lease Capacity Total					\$ 349,086.12
Legal Expense	6067	6/26/2025	CHK	Stream Kim Hicks Wrage & Alfaro	\$ 5,000.00
Legal Expense	EFT06823	6/19/2025	CHK	Lagerlof, LLP	\$ 8,360.12
Legal Expense Total					\$ 13,360.12
Maintenance Labor	EFT06786	6/5/2025	CHK	Orange County Sanitation District	\$ 4,328.32
Maintenance Labor Total					\$ 4,328.32
Materials & Supplies	EFT06821	6/19/2025	CHK	Western Water Works Supply	\$ 45,029.80
Materials & Supplies Total					\$ 45,029.80
Office Expense	EFT06794	6/5/2025	CHK	Printing Connection, Inc.	\$ 61.99
Office Expense	EFT06810	6/19/2025	CHK	Aramark Refreshment Services	\$ 113.67
Office Expense	EFT06814	6/19/2025	CHK	Awards & Specialties	\$ 19.58
Office Expense Total					\$ 195.24
Payroll	WDL000007265	6/13/2025	WDL	Direct Deposit 6/13/2025	\$ 95,531.92
Payroll	WDL000007285	6/13/2025	WDL	PR Tax - Federal	\$ 41,504.42
Payroll	WDL000007286	6/13/2025	WDL	PR Tax - State	\$ 9,075.06
Payroll	WDL000007287	6/13/2025	WDL	PR Tax - State AZ	\$ 109.57
Payroll	WDL000007298	6/27/2025	WDL	Direct Deposit 6/27/2025	\$ 100,152.68
Payroll	WDL000007299	6/27/2025	WDL	PR Tax - Federal	\$ 43,477.38
Payroll	WDL000007300	6/27/2025	WDL	PR Tax - State	\$ 9,801.01
Payroll	WDL000007301	6/27/2025	WDL	PR Tax - State AZ	\$ 109.57
Payroll Total					\$ 299,761.61
Prop 1	6049	6/5/2025	CHK	Big Bear Area Regional Wastewater	\$ 1,237,730.57
Prop 1	6052	6/5/2025	CHK	USDA Forest Service	\$ 147,435.63
Prop 1	EFT06804	6/5/2025	CHK	City of Santa Ana	\$ 2,652.13
Prop 1	EFT06815	6/19/2025	CHK	Municipal Water District of Orange County	\$ 697,428.66
Prop 1	EFT06820	6/19/2025	CHK	California Rural Water Association	\$ 109,769.00
Prop 1	EFT06830	6/26/2025	CHK	Municipal Water District of Orange County	\$ 4,818.84
Prop 1	EFT06841	6/26/2025	CHK	California Rural Water Association	\$ 19,450.00
Prop 1	EFT06849	6/26/2025	CHK	City of Santa Ana	\$ 2,618,687.49

Santa Ana Watershed Project Authority
Check Detail
Jun-25

Category	Check #	Check Date	Type	Vendor	Check Amount
Prop 1 Total					\$ 4,837,972.32
Safety	EFT06790	6/5/2025	CHK	Underground Service Alert	\$ 235.00
Safety Total					\$ 235.00
Security	6059	6/19/2025	CHK	SafeT Security	\$ 560.55
Security Total					\$ 560.55
Shipping/Postage	EFT06787	6/5/2025	CHK	General Logistics Systems US	\$ 17.74
Shipping/Postage	EFT06812	6/19/2025	CHK	General Logistics Systems US	\$ 17.74
Shipping/Postage Total					\$ 35.48
Software	EFT06833	6/26/2025	CHK	VC3, Inc.	\$ 1,481.64
Software Total					\$ 1,481.64
Subscriptions	EFT06805	6/5/2025	CHK	Verizon Connect	\$ 104.70
Subscriptions Total					\$ 104.70
Tuition Reimbursement	EFT06838	6/26/2025	CHK	Lucas Gilbert	\$ 3,182.98
Tuition Reimbursement Total					\$ 3,182.98
Utilities	6050	6/5/2025	CHK	Burrtec Waste Industries, Inc	\$ 217.35
Utilities	6054	6/5/2025	CHK	Charter Communications	\$ 146.23
Utilities	6055	6/19/2025	CHK	Riverside Public Utilities	\$ 115.25
Utilities	6056	6/19/2025	CHK	Riverside Public Utilities	\$ 1,521.27
Utilities	6058	6/19/2025	CHK	AT&T	\$ 246.50
Utilities	EFT06842	6/26/2025	CHK	Verizon Wireless Services LLC	\$ 1,043.67
Utilities	EFT06843	6/26/2025	CHK	Verizon Wireless Services LLC	\$ 140.09
Utilities	EFT06844	6/26/2025	CHK	Verizon Wireless Services LLC	\$ 378.21
Utilities Total					\$ 3,808.57
WIP - Construction	6061	6/19/2025	CHK	Bridgerock Construction, Inc	\$ 88,578.43
WIP - Construction Total					\$ 88,578.43
Grand Total					\$ 6,861,634.54
					Accounts Payable
Checks					\$ 6,473,688.64
Wire Transfers					\$ 88,184.29
					<u>\$ 6,561,872.93</u>
Other					\$ -
Payroll					\$ 299,761.61
Total Disbursements for June 2025					<u><u>\$ 6,861,634.54</u></u>

Santa Ana Watershed Project Authority
Consulting
Jun-25

Check #	Check Date	Task #	Task Description	Vendor Name	Total Contract	Check Amount	Remaining Contract Amount	Notes/Comments
EFT06793	6/5/2025	CDM377-02	PFAS Regional Analysis for Upper Santa Ana River Watershed - Phase 2	CDM Smith	\$ 494,335.00	\$ 7,425.82	\$ 43,252.61	
EFT06806	6/5/2025	CWE374-01	Basin Monitoring Program Task Force SAR Surface Water Quality Monitoring	CWE	\$ 93,711.00	\$ 3,330.79	\$ 44,479.53	
EFT06801	6/5/2025	GEI384-02	MSAR TMDL - Limited Basin Plan Amendment Revisions	GEI Consultants	\$ 153,530.00	\$ 1,400.00	\$ 61,158.75	
EFT06801	6/5/2025	GEI386-02	Santa Ana River Regional Bacteria Monitoring Program	GEI Consultants	\$ 1,203,462.00	\$ 28,452.00	\$ 795,021.73	
EFT06847	6/26/2025	JPW392-02	Emerging Constituents Program Public Relations Consultant	JPW Communications	\$ 114,954.00	\$ 4,236.84	\$ 2,705.77	
EFT06803	6/5/2025	KSC384-03	MSAR Pathogen TMDL TF Regulatory Support	Kahn, Soares, & Conway	\$ 148,500.00	\$ 680.00	\$ 113,940.00	
EFT06803	6/5/2025	KSC374-03	Basin Monitoring Program TF Regulatory Support	Kahn, Soares, & Conway	\$ 133,000.00	\$ 740.00	\$ 52,759.59	
EFT06803	6/5/2025	KSC392-03	Emerging Constituents Program	Kahn, Soares, & Conway	\$ 133,000.00	\$ 840.00	\$ 34,850.00	
EFT06824	6/19/2025	DRI378-01	Weather Modification Pilot Validation	Board of Regents of the Nevada System of Higher Education	\$ 155,000.00	\$ 4,165.82	\$ 85,390.82	
EFT06824	6/19/2025	DRI378-02	Weather Modification Pilot - High Resolution Monitoring	Board of Regents of the Nevada System of Higher Education	\$ 49,000.00	\$ 2,119.31	\$ -	
EFT06851	6/26/2025	DRI378-01	Weather Modification Pilot Validation	Board of Regents of the Nevada System of Higher Education	\$ 155,000.00	\$ 8,728.35	\$ 85,390.82	
EFT06851	6/26/2025	DRI378-02	Weather Modification Pilot - High Resolution Monitoring	Board of Regents of the Nevada System of Higher Education	\$ 49,000.00	\$ 4,513.72	\$ -	
EFT06845	6/26/2025	SOL100-18	Web Related Change Requests	Sol Media	\$ 27,900.00	\$ 4,080.00	\$ 870.00	
EFT06796	6/5/2025	TRU240-27	Brine Line Billing Formula Update Study	Trussell Technologies	\$ 154,390.00	\$ 1,997.50	\$ 50,724.81	
EFT06834	6/26/2025	TRU240-27	Brine Line Billing Formula Update Study	Trussell Technologies	\$ 154,390.00	\$ 11,140.31	\$ 50,724.81	
EFT06818	6/19/2025	ACS100-26	IT Services	VC3, Inc.	\$ 288,000.00	\$ 867.69	\$ 63,777.84	
EFT06833	6/26/2025	ACS100-26	IT Services	VC3, Inc.	\$ 288,000.00	\$ 2,649.21	\$ 63,777.84	
EFT06802	6/5/2025	WSC373-03	FYE 2025 Roundtable of Regions Network Coordinator	Water Systems Consulting	\$ 72,900.00	\$ 3,846.75	\$ 25,581.57	
EFT06802	6/5/2025	WSC374-02	Monitoring Plan - Special Study of TDS for SAR Reach 3	Water Systems Consulting	\$ 159,602.00	\$ 3,318.25	\$ 143,523.50	
EFT06808	6/5/2025	WEBSEC100-01	Penetration Testing for SAWPA	Webcheck Security	\$ 7,840.00	\$ 3,920.00	\$ -	
EFT06828	6/26/2025	WCA100-03-07	State Legislative Consulting Services	West Coast Advisors	\$ 117,000.00	\$ 9,750.00	\$ 48,750.00	
EFT06797	6/5/2025	RMC504-401-11	SARCCUP Program Mgmt Services	Woodard & Curran	\$ 136,098.00	\$ 8,933.75	\$ 34,490.70	
EFT06836	6/26/2025	W&C376-01	Climate Adaptation and Resilience Plan	Woodard & Curran	\$ 329,885.00	\$ 13,598.75	\$ 279,606.25	
					<u>\$ 130,734.86</u>			

COMMISSION MEMORANDUM NO. 2025.61

DATE: August 19, 2025
TO: SAWPA Commission
SUBJECT: Inter-Fund Borrowing – June 2025
PREPARED BY: Karen Williams, DGM/CFO

RECOMMENDATION

Receive and file.

DISCUSSION

On December 13, 2005, the Commission approved Resolution No. 452, Inter-Fund and Inter-Project Loan Policy. Staff were directed to bring back an accounting of the loans each month for review when the total exceeded \$250,000 in aggregate.

The following projects, with negative cash flow, are listed below with the amounts borrowed from SAWPA General Fund Reserves in June 2025. The total amount borrowed is over the aggregate \$250,000 amount recommended in Resolution No. 452, Inter-Fund and Inter-Project Loan Policy. The Commission has requested that this item be brought back each month as an informational item when the loan amount is over the \$250,000 aggregate amount.

Fund	Fund Name	05/31/2025 Balance	Loan Receipts	New Charges	06/30/2025 Balance
145	Proposition 84 Admin R4	1,114,685.64	(0.00)	41,634.93	1,156,320.57
150	Proposition 1 R1 – Admin	95,286.35	(0.00)	16,755.42	112,041.77
155	Proposition 1 R2 - Admin	109,166.29	(25,010.16)	15,440.82	99,596.95
376	ICARP	119,791.13	(0.00)	32,425.61	152,216.74
397	WECAN - Riverside	36,480.16	(1,193.04)	9,254.71	44,541.83
398	DCI 2021 Drought Relief	0.00	(0.00)	19,198.04	19,198.04
477	LESJWA Administration	(689.25)	(641.84)	1,939.50	608.41
	Total Funds Borrowed	\$1,474,720.32	(\$26,845.04)	\$136,649.03	\$1,584,524.31
General Fund Reserves Balance			\$3,215,135.53		
Less Amount Borrowed			<u>1,584,524.31</u>		
Balance of General Fund Reserves			\$1,630,611.22		

The following table lists each fund that has a negative cash flow, the source of funding for the fund, how often the fund is billed, and the projected rate of payment for the fund.

NEGATIVE CASH-FLOW FUNDS

Fund No.	Source of Funding	Billing Frequency	Projected Payment Time
145,150, 155 – Proposition 1 & 84 Admin	DWR – Proposition 1 & 84 Grant	Monthly/Quarterly	Up to 4 months
376 – ICARP	Governor's Office of Land Use and Climate Innovation Grant	Quarterly	Up to 4 months
397 – WECAN - Riverside	City of Riverside Grant	Quarterly	Up to 4 months
398 – DCI 2021 Drought Relief	DWR – Grant	Monthly	Up to 4 months
477 – LESJWA Admin	Reimbursement from LESJWA	Monthly	2 to 4 weeks
504 – Proposition 84 SARCCUP Projects	DWR – Proposition 84 Grant	Monthly/Quarterly	Up to 4 months

Fund 145

This fund is for the administration of Proposition 84 Round 2015 grant funds. These funds will be billed quarterly and 10% will be withheld for retention.

Fund 150

This fund is for the administration of Proposition 1 Round I grant funds. Once the contract has been signed by DWR these funds will be billed quarterly and 10% will be withheld for retention.

Fund 155

This fund is for the administration of Proposition 1 Round II grant funds. Once the contract has been signed by DWR these funds will be billed quarterly and 10% will be withheld for retention.

Fund 376

This fund is for the administration of the Integrated Climate Adaptation and Resilience Program. These funds will be billed on a quarterly basis.

Fund 397

This fund is for the transformative climate communities grant provided by a sub-recipient agreement between SAWPA and the City of Riverside. These funds will be billed on a quarterly basis.

Fund 398

This fund is for the DCI 2021 Drought Relief Grant. These funds will be billed monthly and 10% will be withheld for retention.

Fund 477

Each month LESJWA bills the cost for administering the JPA. Once the bill is received, LESJWA submits payment within two weeks.

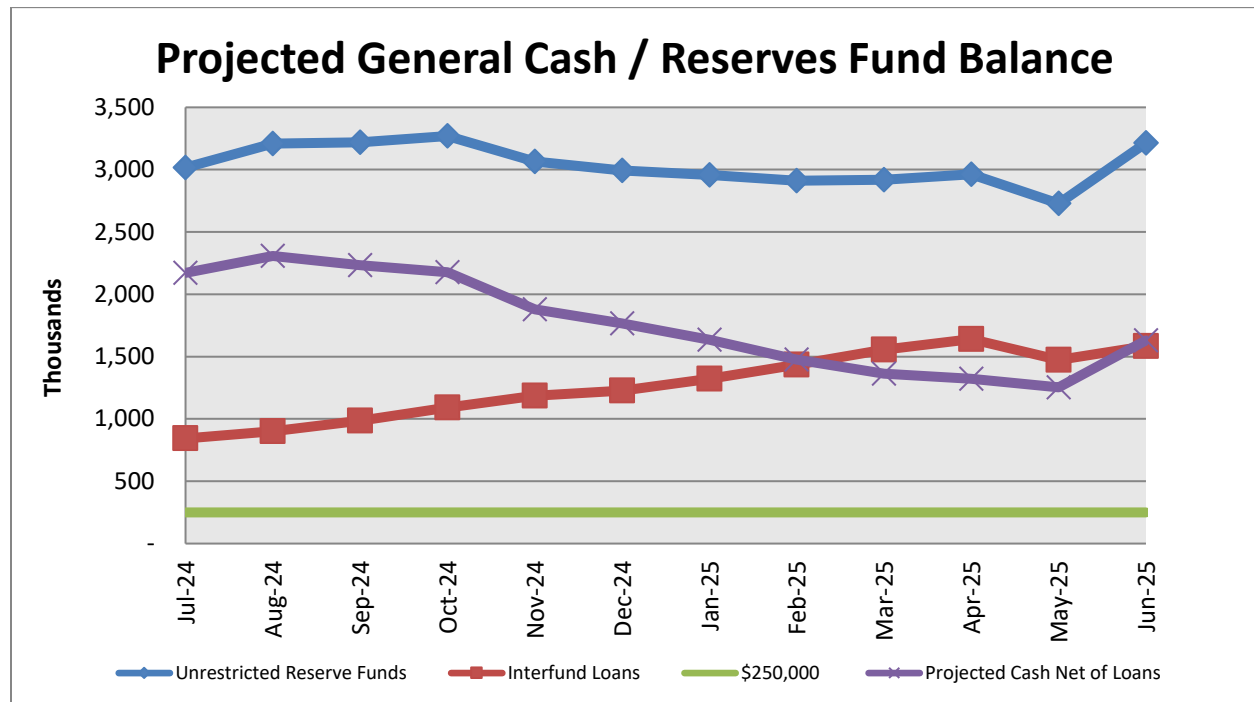
Fund 504

This fund is for the implementation of SARCCUP projects which are administered through PA22 and PA23.

The following graph shows the total budget, total project costs to date, and the amount remaining on each grant.

Fund	Fund Name	Total Budget	Costs Through 06/30/2025	Remaining Grant Budget
145	Proposition 84 Admin R4	\$3,213,384	(\$3,051,440)	\$161,944
150	Proposition 1 R1 Admin	1,157,000	(929,765)	227,235
155	Proposition 1 R2 Admin	1,352,928	(224,782)	1,128,146
376	ICARP Grant	644,190	(152,217)	491,973
378	Prop 1 – R2 Cloud Seeding	861,400	(213,621)	647,779
397	WECAN – City of Riverside	592,417	(273,893)	318,524
398	DCI 2021 Drought Grant	5,000,000	(156,647)	4,843,353
504	Prop 84 – 2015 Round (SARCCUP)	1,543,810	(985,774)	558,036
505	Prop 1 – Round 1 Capital Projects	500,000	(494,425)	5,575
Totals		\$14,865,129	(\$6,482,564)	\$8,382,565

The following graph shows projected inter-fund loan balances, total unrestricted General Fund Reserves available for loans, and projected cash net of loans through June 2025. The projected loan balance is expected to remain over the \$250,000 aggregate limit through June 2025 because of Proposition 1 and 84 grants but can be covered by General Fund Reserves without a major impact on cash flow.



RESOURCE IMPACTS

The funds borrowed from the General Fund Reserves will be paid back with interest when the funding is received. Interfund loans for grants are not charged interest unless the grant contract

specifically states that interest is eligible for reimbursement. There is sufficient cash available to cover proposed borrowings and to pay budgeted expenditures for the General Fund.

Attachments:

1. Resolution No. 452 | Amending the Inter-Fund, Inter-Project and Inter-Agency Loan Policy

RESOLUTION NO. 452

A RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY AMENDING THE INTER-FUND, INTER-PROJECT AND INTER-AGENCY LOAN POLICY

WHEREAS, the Commission of the Santa Ana Watershed Project Authority (hereafter "SAWPA") previously adopted, by minute action taken on August 3, 1996, an "Inter-Fund/Inter-Project Loan Policy" to regulate loans from one SAWPA Fund or Project to another SAWPA Fund or Project; and

WHEREAS, the Commission desires to amend the "Inter-Fund Fund/Project Loan Policy" by formally adopting such Policy, by way of this Resolution, regulating how and in what manner such inter-fund or inter-project loans are to take place and mandating that all such loans require Commission approval in advance as contemplated by the policy adopted on August 3, 1996.

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Santa Ana Watershed Project Authority hereby amends the following Loan Policy for any loan from one SAWPA Fund or Project to another SAWPA Fund or Project:

1. Loans from any SAWPA Fund or Project to another SAWPA Fund, Project or another public agency shall be approved in advance by the SAWPA Commission. The approval shall be in written format and include documentation of the specifics of the transaction. The approval shall include a finding that the loan will not expose the lending SAWPA Fund or Project to significant financial or operational risk.
2. Unless otherwise provided for by the Commission, the borrowing Fund, Project or public agency shall be required to repay the loan within a specific period of time and at a rate of interest as determined by the Commission. For the purposes of this policy, SAWPA's calculated quarterly rate of return may be used as the basis for interest payable on the outstanding principal for any loan. The period for repayment of the loan shall be determined by the Commission, but shall be no longer than the life of the lending Fund or Project.
3. The borrowing Fund's, Project's or public agency's repayment source shall be identified and included in the approval action by the Commission and the "loan documentation". The "loan documentation" shall include a written agreement, resolution or other document approved by the Commission setting forth all of the foregoing terms and conditions.

4. Loans to reimbursable SAWPA grant contract projects and related efforts for short-term (i.e., current fiscal year) operating cash flow purposes may be borrowed from the SAWPA General Fund Reserve without prior Commission approval. But all such loans shall be reported to the Commission within 30 days of each such loan. Such loans shall be paid off on a continuous basis. The total funds loaned for all such grant contract projects and related efforts shall not exceed \$250,000.00 in the aggregate for each fiscal year, without prior written approval by the Commission. Payment of interest will be based on the actual interest that would have been earned by the SAWPA General Fund Reserve had those funds not been borrowed. Cash flow and receivables will be reported at least quarterly to forecast needs and demonstrate compliance.
5. Prior to June 30th of each year, staff shall provide to the Commission an annual written report of all such Inter-fund, Inter-project or Inter-agency loans, amounts repaid and any outstanding loan balances.

ADOPTED this 13th day of December 2005.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: _____

Mark Bulot, Chair



COMMISSION MEMORANDUM NO. 2025.62

DATE: August 19, 2025

TO: SAWPA Commission

SUBJECT: Performance Indicators and Financial Reporting – June 2025

PREPARED BY: Karen Williams, DGM/CFO

RECOMMENDATION

Receive and file.

DISCUSSION

The attached reports have been developed to keep the Commission informed as to SAWPA's business and budget performance. These reports are categorized into the following groups: financial reporting, cash and investments, and performance indicators. They are explained in detail below. As new reports are developed, they will be added for the Commission's review.

Financial Reporting

Balance Sheet by Fund Type	Lists total assets, liabilities, and equity by fund type for a given period.
Revenue & Expense by Fund Type	Lists total revenue and expenses by fund type for a given period.
Receivables Management	Shows total outstanding accounts receivable by age.
Open Task Order Schedule	Shows SAWPA's total outstanding obligation for open task orders.
List of SAWPA Funds	Shows each SAWPA Fund with the fund description and fund group.
Debt Service Funding Analysis	Shows total annual income by source used to make debt service payments through debt maturity at FYE 2048.
Debt Service Payment Schedule	Shows total debt service interest and principal payments through debt maturity at FYE 2048.

Cash and Investments

Total Cash and Investments (chart)	Shows the changes in cash and investments balance for the last twelve months.
Cash Balance & Source of Funds	Shows total cash and investments for all SAWPA funds and the types of investments held for each fund.
Cash & Investments (pie chart)	Shows total cash and investments for all SAWPA funds and the percentage of each investment type.
Reserve Account Analysis	Shows changes to each reserve account for the year and projected ending balance for each.

Twelve Month Security Schedule (chart)	Shows the maturity dates for securities held and percentage of securities in each category.
Treasurer's Report	Shows book and market value for both Treasury strips and securities held by the Agency.

Performance Indicators

Average Daily Flow by Month	Shows total flow in the Brine Line System by month compared to total treatment capacity owned. This is an indicator of the available capacity in the line. As we add yearly flows, it will show trends in flow throughout the year.
Summary of Labor Multipliers	Summarizes the information generated from the following two reports and compares the actual benefit and Indirect Cost Allocation rates to the total budgeted rates.
General Fund Costs	Lists total Fund No. 100 costs to date and the amount of those costs recovered through the Indirect Cost Allocation and member contributions.
Benefit Summary	Lists total employee benefit costs actual to budget and projects them through the end of the year. This report compares how the actual benefit rate compares to the budgeted rate.
Labor Hours Budget vs. Actual	Shows total budgeted hours for each project and compares them to the actual hours charged to each.

RESOURCE IMPACTS

Staff expects minimal impacts to SAWPA or its member agencies related to this effort.

Attachments:

- | | |
|---------------------------------------|---|
| 1. Balance Sheet by Fund Type | 10. Reserve Account Analysis |
| 2. Revenue & Expense by Fund Type | 11. Twelve-Month Maturity Schedule - Securities |
| 3. Accounts Receivable Aging Report | 12. Treasurer's Report |
| 4. Open Task Order Schedule | 13. Average Daily Flow by Month |
| 5. List of SAWPA Funds | 14. Summary of Labor Multipliers |
| 6. Debt Service Funding Analysis | 15. General Fund Costs |
| 7. Debt Service Payment Schedule | 16. Benefits |
| 8. Total Cash and Investments (chart) | 17. Labor Hours Budgeted vs. Actual |
| 9. Cash Balance & Source of Funds | |

Santa Ana Watershed Project Authority
Balance Sheet by Fund Type
For the Eleven Months Ending Saturday, May 31, 2025

	General Fund	Brine Line Enterprise	Capital Projects	OWOW Projects	Roundtable Projects	Fund Totals
Assets						
Current Assets						
Cash and Investments	\$3,530,896.10	\$73,117,475.12	(\$52,168.39)	\$2,703,337.27	\$3,108,468.83	\$82,408,008.93
Accounts Receivable	0.00	2,069,963.50	0.00	8,510,942.03	641.84	10,581,547.37
Prepays and Deposits	123,517.03	211,612.77	0.00	0.00	0.00	335,129.80
Total Current Assets	3,654,413.13	75,399,051.39	(52,168.39)	11,214,279.30	3,109,110.67	93,324,686.10
Fixed Assets						
Property, Plant & Equipment						
less accum depreciation	1,371,866.32	68,069,393.57	0.00	0.00	0.00	69,441,259.89
Work In Process	88,578.43	0.00	705,217.16	0.00	0.00	793,795.59
Total fixed assets	1,460,444.75	68,069,393.57	705,217.16	0.00	0.00	70,235,055.48
Other Assets						
Wastewater treatment/disposal						
rights, net of amortization	0.00	18,756,340.87	0.00	0.00	0.00	18,756,340.87
Inventory - Mitigation Credits	0.00	0.00	0.00	0.00	1,910,560.00	1,910,560.00
Leased Assets, net of amortization	86,598.25	164,398.84	0.00	0.00	0.00	250,997.09
Total Other Assets	86,598.25	18,920,739.71	0.00	0.00	1,910,560.00	20,917,897.96
Total Assets	<u>\$5,201,456.13</u>	<u>\$162,389,184.67</u>	<u>\$653,048.77</u>	<u>\$11,214,279.30</u>	<u>\$5,019,670.67</u>	<u>\$184,477,639.54</u>
Liabilities and Fund Equity						
Current Liabilities						
Accounts Payable/Accrued						
Expenses	\$3,770,230.87	\$1,182,716.55	\$0.00	\$9,546,088.11	\$79,040.92	\$14,578,076.45
Accrued Interest Payable	0.00	169,527.34	0.00	0.00	0.00	169,527.34
Customer Deposits	0.00	666.53	0.00	0.00	0.00	666.53
Noncurrent Liabilities						
Long-term Debt	0.00	19,757,624.04	0.00	0.00	0.00	19,757,624.04
Lease Liability	86,716.27	166,524.80	0.00	0.00	0.00	253,241.07
Deferred Revenue	0.00	59,634,106.27	0.00	0.00	0.00	59,634,106.27
Total Liabilities	3,856,947.14	80,911,165.53	0.00	9,546,088.11	79,040.92	94,393,241.70
Fund Equity						
Contributed Capital	0.00	20,920,507.03	0.00	0.00	0.00	20,920,507.03
Retained Earnings	3,039,412.76	54,729,095.20	3,193,915.75	1,697,281.90	4,521,033.11	67,180,738.72
Revenue Over/Under Expenditures	(1,694,903.77)	5,828,416.91	(2,540,866.98)	(29,090.71)	419,596.64	1,983,152.09
Total Fund Equity	1,344,508.99	81,478,019.14	653,048.77	1,668,191.19	4,940,629.75	90,084,397.84
Total Liabilities & Fund Equity	<u>\$5,201,456.13</u>	<u>\$162,389,184.67</u>	<u>\$653,048.77</u>	<u>\$11,214,279.30</u>	<u>\$5,019,670.67</u>	<u>\$184,477,639.54</u>

Santa Ana Watershed Project Authority
Revenue & Expenses by Fund Type
For the Eleven Months Ending Saturday, May 31, 2025

	General Fund	Brine Line Enterprise	Capital Projects	OWOW Projects	Roundtable Projects	Fund Totals
Operating Revenue						
Discharge Fees	\$0.00	\$11,924,364.49	\$0.00	\$0.00	\$0.00	\$11,924,364.49
Grant Proceeds	1,040.00	0.00	0.00	2,609,185.48	0.00	2,610,225.48
Financing Proceeds	0.00	0.00	0.00	0.00	140,069.85	140,069.85
Total Operating Revenue	1,040.00	11,924,364.49	0.00	2,609,185.48	140,069.85	14,674,659.82
Operating Expenses						
Labor	2,014,982.69	1,271,213.64	645.38	638,085.61	150,436.16	4,075,363.48
Benefits	541,625.63	462,721.76	234.91	232,263.16	54,758.79	1,291,604.25
Indirect Costs	0.00	2,079,705.52	1,055.85	1,043,908.06	246,113.54	3,370,782.97
Education & Training	63,940.37	337.00	0.00	0.00	0.00	64,277.37
Consulting & Professional Services	281,663.34	219,351.94	865.00	619,301.80	532,000.35	1,653,182.43
Operating Costs	5,922.38	2,661,255.50	0.00	0.00	312.88	2,667,490.76
Repair & Maintenance	101,310.07	171,806.75	0.00	0.00	576.00	273,692.82
Phone & Utilities	58,041.96	7,361.82	0.00	0.00	0.00	65,403.78
Equipment & Computers	312,302.71	52,388.98	0.00	0.00	19.00	364,710.69
Meeting & Travel	43,248.48	1,125.94	0.00	1,292.84	812.02	46,479.28
Other Administrative Costs	178,483.10	129,813.77	0.00	23,047.25	12,084.95	343,429.07
Indirect Costs Applied	(3,321,988.37)	0.00	0.00	0.00	0.00	(3,321,988.37)
Other Expenses	69,828.27	231,739.60	0.00	0.00	0.00	301,567.87
Construction	0.00	0.00	0.00	1,736,039.13	47,706.13	1,783,745.26
Total Operating Expenses	349,360.63	7,288,822.22	2,801.14	4,293,937.85	1,044,819.82	12,979,741.66
Operating Income (Loss)	(348,320.63)	4,635,542.27	(2,801.14)	(1,684,752.37)	(904,749.97)	1,694,918.16
Nonoperating Income (Expense)						
Member Contributions	712,910.00	0.00	0.00	1,528,500.00	20,000.00	2,261,410.00
Other Agency Contributions	0.00	0.00	0.00	78,900.00	1,201,863.99	1,280,763.99
Interest Income	109,559.63	2,344,482.40	0.00	48,252.65	83,087.52	2,585,382.20
Interest Expense - Debt Service	0.00	(457,180.88)	0.00	0.00	0.00	(457,180.88)
Other Income	2,800.22	340.14	0.00	0.00	0.00	3,140.36
Retiree Medical Benefits	(74,688.96)	0.00	0.00	0.00	0.00	(74,688.96)
Total Nonoperating Income (Expense)	750,580.89	1,887,641.66	0.00	1,655,652.65	1,304,951.51	5,598,826.71
Excess Rev over (under) Exp	<u>\$402,260.26</u>	<u>\$6,523,183.93</u>	<u>(\$2,801.14)</u>	<u>(\$29,099.72)</u>	<u>\$400,201.54</u>	<u>\$7,293,744.87</u>

Aging Report
Santa Ana Watershed Project Authority
Receivables as of
June 30, 2025

Customer Name	Project	Total	0-30 Days	31-60 Days	61 and Over
Beaumont, City of	Brine Line	2,399.88	2,399.88		
Chino Basin Desalter Authority	Brine Line	175,911.95	175,911.95		
Department of Water Resources	Prop 84, Prop 1	5,814,545.39			5,814,545.39
Eastern Municipal Water District	Brine Line	224,124.68	224,124.68		
Inland Empire Utilities Agency	Brine Line	108,190.37	108,190.37		
Lake Elsinore & San Jacinto Watersheds Authority	Administration	2,014.68	2,014.68		
Rialto BioEnergy Solutions	Brine Line	8,896.88	8,896.88		
Riverside, City of	WECAN	19,930.35			19,930.35
San Bernardino Valley Municipal Water District	Brine Line	167,689.74	167,689.74		
Western Municipal Water District	Brine Line	365,361.32	365,361.32		
Total Accounts Receivable		6,889,065.24	1,054,589.50	-	5,834,475.74

<div> <div>Santa Ana Watershed Project Authority</div> <div>Open Task Orders</div> <div>Jun-25</div> <div>(Reflects Invoices Received as of 07/17/2025)</div> </div>											
Task Order No. Project Contracts	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager
ACS100-26	100-00	VC3, Inc.	IT Services	01/01/2023	12/31/2026	\$ 288,000.00	\$ -	\$ 288,000.00	\$ 223,354.47	\$ 64,645.53	Dean Unger
FEBR100-01	100-00	C.J. Brown & Company	Professional Audit Services	04/19/2022	06/30/2025	\$ 78,980.00	\$ -	\$ 78,980.00	\$ 62,078.00	\$ 16,902.00	Karen Williams
CJB100-01	100-00	C.J. Brown & Company	Professional Audit Services	02/12/2025	06/30/2027	\$ 44,510.00	\$ -	\$ 44,510.00	\$ 703.00	\$ 43,807.00	Karen Williams
ENSO100-01	100-00	Endeavour Solutions, Inc.	GP Study and Support FY 2024-2025	07/01/2024	06/30/2025	\$ 18,385.00	\$ -	\$ 18,385.00	\$ 7,332.50	\$ 11,052.50	Dean Unger
FALC100-02	100-00	Falcon Engineering Services	Lobby Security Improvements Construction Management & Inspection Services	04/01/2025	06/30/2026	\$ 142,140.00	\$ -	\$ 142,140.00	\$ 66,600.00	\$ 75,540.00	David Ruhl
FOST100-03	100-00	Foster & Foster	Professional Audit Services	03/06/2025	06/30/2026	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00	Karen Williams
GPA100-02	100-00	Gillis & Panichapan Architects	Lobby Security Improvements - Bid Documents and Support	04/19/2023	12/31/2025	\$ 74,600.00	\$ -	\$ 74,600.00	\$ 72,960.00	\$ 1,640.00	David Ruhl
GPA100-03	100-00	Gillis & Panichapan Architects	Lobby Security Improvements - Services During Construction	04/01/2025	06/30/2026	\$ 27,000.00	\$ -	\$ 27,000.00	\$ 3,060.00	\$ 23,940.00	David Ruhl
KON100-12	100-00	Konica Minolta - Rental	New Copiers 2024-2028	09/01/2024	09/01/2028	\$ 66,228.96	\$ -	\$ 66,228.96	\$ 14,995.48	\$ 51,233.48	Dean Unger
LSGK100-13	100-00	Lagerlof, LLP	Legal Services	07/01/2024	06/30/2025	\$ 94,720.00	\$ -	\$ 94,720.00	\$ 87,783.06	\$ 6,936.94	Jeff Mosher
NSL100-04	100-00	Nate Sassaman Leadership	SAWPA Executive Coaching	07/17/2024	12/31/2025	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,624.00	\$ 376.00	Shavonne Turner
SOL100-18	100-00	Sol Media	Website Related Changes	07/01/2024	06/30/2025	\$ 20,400.00	\$ 7,500.00	\$ 27,900.00	\$ 27,030.00	\$ 870.00	Dean Unger
BMH100-04	100-03	Bell, McAndrews, & Hiltachk	FPPC Lobby Reporting	07/01/2024	06/30/2025	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,350.50	\$ 49.50	Karen Williams
WCA100-03-07	100-03	West Coast Advisors	State Legislative Consulting Services	01/01/2025	12/31/2025	\$ 117,000.00	\$ -	\$ 117,000.00	\$ 68,250.00	\$ 48,750.00	Jeff Mosher
WO2025-20	240	E S Babcock	Wastewater Sample Collection and Analysis	07/01/2024	06/30/2025	\$ 88,295.50	\$ -	\$ 88,295.50	\$ 86,524.31	\$ 1,771.19	David Ruhl
WO2025-21	240	E S Babcock	Special Events Sample Collection and Analysis	07/01/2024	06/30/2025	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 2,622.00	\$ 17,378.00	David Ruhl
DUDK240-10	240	Dudek	Brine Line Sewer System Management Plan Audit 2024	07/01/2024	06/30/2025	\$ 28,220.00	\$ -	\$ 28,220.00	\$ 25,631.25	\$ 2,588.75	Daniel Vasquez
DUDK240-11	240	Dudek	Hydraulic Modeling Assistance FY 2024-2025	07/01/2024	06/30/2025	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 1,207.50	\$ 23,792.50	David Ruhl
DUDK240-12	240	Dudek	Inland Empire Brine Line Engineering Services FY 2024-25	07/01/2024	06/30/2025	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	David Ruhl
DUDK240-13	240	Dudek	SCADA Design Specification and Work Plan	05/06/2025	06/30/2026	\$ 155,924.00	\$ -	\$ 155,924.00	\$ -	\$ 155,924.00	David Ruhl
GIS240-01	240	GIS Surveying	On-Call Surveying Services	07/01/2023	06/30/2025	\$ 22,402.50	\$ -	\$ 22,402.50	\$ -	\$ 22,402.50	Daniel Vasquez
INN240-06	240	Innerline Engineering	Brine Line Pipeline Cleaning Services	07/01/2024	06/30/2026	\$ 316,700.00	\$ -	\$ 316,700.00	\$ 24,445.00	\$ 292,255.00	Daniel Vasquez
INN240-07	240	Innerline Engineering	On-Call CCTV	07/01/2024	06/30/2026	\$ 102,530.00	\$ -	\$ 102,530.00	\$ 12,323.79	\$ 90,206.21	Daniel Vasquez
PAT240-01	240	Patriot Environmental Services	On-Call Draining and Emergency Response	07/01/2023	06/30/2025	\$ 121,760.00	\$ -	\$ 121,760.00	\$ -	\$ 121,760.00	Daniel Vasquez
PE240-01	240	PE Instruments	Brine Line Flow Meter Calibration Services	07/01/2024	06/30/2026	\$ 19,950.00	\$ -	\$ 19,950.00	\$ 5,150.00	\$ 14,800.00	Daniel Vasquez
TRU240-27	240	Trussell Technologies, Inc	Brine Line Billing Formula Update Study	10/15/2024	08/31/2025	\$ 154,390.00	\$ -	\$ 154,390.00	\$ 103,665.19	\$ 50,724.81	Lucas Gilbert
W&C320-01	320-03	Woodard & Curran	Reach IV and IV-B DIP Condition Assessment	02/09/2023	06/30/2025	\$ 392,356.00	\$ 65,113.00	\$ 457,469.00	\$ 354,789.10	\$ 102,679.90	Daniel Vasquez
WSC373-03	373	Water Systems Consulting	FYE 2025 Roundtable of Regions Network Coordinator	08/22/2024	06/30/2025	\$ 72,900.00	\$ -	\$ 72,900.00	\$ 47,318.43	\$ 25,581.57	Ian Achimore
CWE374-01	374	CWE	Basin Monitoring Program Task Force SAR Surface Water Quality Monitoring	09/05/2023	02/15/2027	\$ 93,711.00	\$ -	\$ 93,711.00	\$ 49,231.47	\$ 44,479.53	Ian Achimore

Santa Ana Watershed Project Authority Open Task Orders Jun-25 (Reflects Invoices Received as of 07/17/2025)											
Task Order No. Project Contracts	Fund No.	Vendor Name	Task Description	Begin Date	End Date	Original Contract	Change Orders	Total Contract	Billed To Date	Contract Balance	SAWPA Manager
KSC374-03	374	Kahn, Soares, & Conway	Basin Monitoring TF Regulatory Support	07/01/2023	06/30/2025	\$ 133,000.00	\$ -	\$ 133,000.00	\$ 80,240.41	\$ 52,759.59	Ian Achimore
WSC374-02	374	Water Systems Consulting	Monitoring Plan - Special Study of TDS for Santa Ana River Reach 3	04/01/2025	02/28/2026	\$ 159,602.00	\$ -	\$ 159,602.00	\$ 16,078.50	\$ 143,523.50	Ian Achimore
W&C376-01	376	Woodard & Curran	Climate Adaptation and Resilience Plan	02/18/2025	04/30/2027	\$ 329,885.00	\$ -	\$ 329,885.00	\$ 50,278.75	\$ 279,606.25	Ian Achimore
CDM377-02	377	CDM Smith, Inc.	PFAS Regional Analysis for Upper Santa Ana River Watershed - Phase 2	11/21/2023	09/30/2025	\$ 465,917.00	\$ 28,418.00	\$ 494,335.00	\$ 447,703.98	\$ 46,631.02	Rick Whetsel
DRI378-01	378	Board of Regents of the Nevada System of Higher Education	Weather Modification Pilot Validation	10/26/2022	10/17/2027	\$ 155,000.00	\$ -	\$ 155,000.00	\$ 69,609.18	\$ 85,390.82	Rick Whetsel
DRI378-02	378	Board of Regents of the Nevada System of Higher Education	Weather Modification Pilot - High Resolution Modeling	10/26/2022	10/17/2027	\$ 49,000.00	\$ -	\$ 49,000.00	\$ 49,000.00	\$ -	Rick Whetsel
NAWC370-03	378	North American Weather Consultants	SAR Weather Modification Pilot Operations	07/01/2022	04/15/2028	\$ 1,061,912.00	\$ 35,160.00	\$ 1,097,072.00	\$ 356,678.90	\$ 740,393.10	David Ruhl
GEI384-02	384-01	GEI Consultants	MSAR TMDL - Limited Basin Plan Amendment Revisions	07/01/2022	06/30/2026	\$ 67,000.00	\$ 86,530.00	\$ 153,530.00	\$ 92,371.25	\$ 61,158.75	Rick Whetsel
GEI384-03	384-01	GEI Consultants	MSAR TMDL - 2026 Triennial Report and Synoptic Study	06/01/2025	06/30/2026	\$ 168,039.00	\$ -	\$ 168,039.00	\$ 6,288.00	\$ 161,751.00	Rick Whetsel
KSC384-03	384-01	Kahn, Soares, & Conway	MSAR Pathogen TMDL TF Regulatory Support	07/01/2023	06/30/2025	\$ 148,500.00	\$ -	\$ 148,500.00	\$ 34,560.00	\$ 113,940.00	Rick Whetsel
KSC384-04	384-01	Kahn, Soares, & Conway	MSAR Pathogen TMDL TF Regulatory Support	07/01/2025	06/30/2027	\$ 141,500.00	\$ -	\$ 141,500.00	\$ -	\$ 141,500.00	Rick Whetsel
GEI386-02	386	GEI Consultants	Santa Ana River Regional Bacteria Monitoring Program	02/01/2024	06/30/2027	\$ 1,191,054.00	\$ 12,408.00	\$ 1,203,462.00	\$ 408,440.27	\$ 795,021.73	Rick Whetsel
IERCD387-01	387	Inland Empire Resource Conservation District	Arundo Donax Removal in the SAR Basin Headwaters	07/19/2022	12/31/2027	\$ 147,777.07	\$ -	\$ 147,777.07	\$ 120,398.05	\$ 27,379.02	Ian Achimore
JPW392-02	392	JPW Communications	Emerging Constituents Program Public Relations Support	07/01/2023	06/30/2025	\$ 114,954.00	\$ -	\$ 114,954.00	\$ 112,248.23	\$ 2,705.77	Ian Achimore
KSC392-03	392	Kahn, Soares, & Conway	Emerging Constituents Program TF Regulatory Support	07/01/2023	06/30/2025	\$ 48,000.00	\$ -	\$ 48,000.00	\$ 13,150.00	\$ 34,850.00	Ian Achimore
ECOT397-04	397	EcoTech Services	WECAN Riverside Eastside Climate Collaborative Landscaping	07/19/2022	12/31/2025	\$ 567,150.00	\$ -	\$ 567,150.00	\$ 170,698.40	\$ 396,451.60	Rick Whetsel
RMC504-401-11	504-04	Woodard & Curran	SARCCUP Program Mgmt. Services	07/01/2024	06/30/2025	\$ 136,098.00	\$ -	\$ 136,098.00	\$ 101,607.30	\$ 34,490.70	Ian Achimore
										<u>\$ 4,320,985.23</u>	

LIST OF SAWPA FUNDS

Fund No.	Fund Description	Fund Group
100-00	General Fund	General
100-03	State Legislative/Regulatory Outreach	General
100-04	Federal Legislative/Regulatory Outreach	General
145	Proposition 84 – Program Management – 2015 Round	OWOW
150	Proposition 1 – R1 Program Management	OWOW
155	Proposition 1 – R2 Program Management	OWOW
240	Brine Line Enterprise	Brine Line
320-01	Brine Line Protection – Downstream Prado	Capital Projects
320-03	Brine Line Protection Above Prado	Capital Projects
320-04	Brine Line Protection D/S Prado in Riverside County	Capital Projects
327	Reach IV-D Corrosion Repair	Capital Projects
328	Aqua Mansa Lateral Project	Capital Projects
370-01	Basin Planning General	OWOW
370-02	USBR Partnership Studies	OWOW
373	Watershed Management (OWOW)	OWOW
374	Basin Monitoring Program Task Force	Roundtable
376	Integrated Climate Adaptation & Resilience Program	OWOW
377	PFAS Study	OWOW
378	Cloud Seeding	OWOW
381	Santa Ana River Fish Conservation	Roundtable
384-01	MSAR TMDL Task Force	Roundtable
386	Regional Water Quality Monitoring Task Force	Roundtable
387	Arundo Management & Habitat Restoration	Roundtable
392	Emerging Constituents Task Force	Roundtable
397	Energy – Water DAC Grant Project	OWOW
398	DCI 2021 Drought Relief Grant	OWOW
477	LESJWA Administration	Roundtable
504-01	Proposition 84 – Capital Projects Round 1 & 2	OWOW
504-04	Proposition 84 – Final Round SARCCUP	OWOW
505-00	Proposition 1 – SAWPA Capital Projects	OWOW
505-01	Proposition 1 – Round I Capital Projects	OWOW
505-02	Proposition 1 – Round II Capital Projects	OWOW

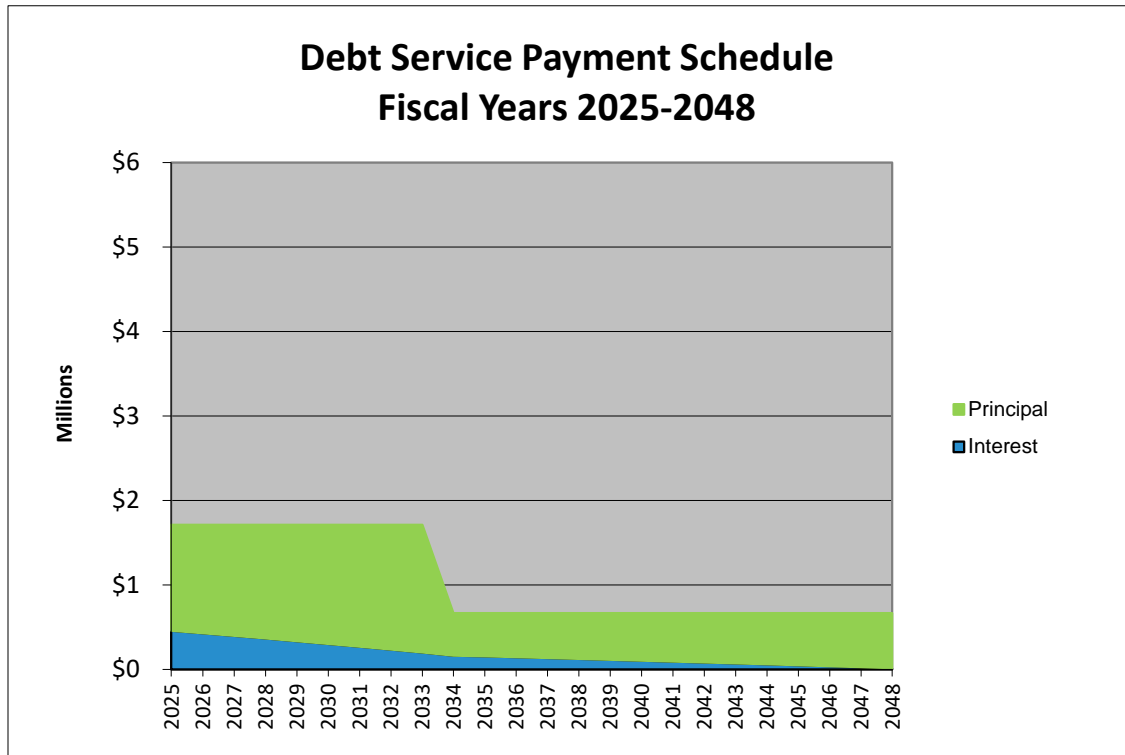
Santa Ana Watershed Project Authority
Brine Line Debt Service Funding Analysis
June 30, 2025

FYE	Rates	Loan Pymts	Interest Earned *	Excess Cash	Ending Cash Balance
Beginning Balance					3,011,686
2025	1,709,476	(1,709,476)	90,351	90,351	3,102,037
2026	1,709,476	(1,709,476)	93,061	93,061	3,195,098
2027	1,709,476	(1,709,476)	95,853	95,853	3,290,951
2028	1,709,476	(1,709,476)	98,729	98,729	3,389,679
2029	1,709,476	(1,709,476)	101,690	101,690	3,491,369
2030	1,709,476	(1,709,476)	104,741	104,741	3,596,111
2031	1,709,476	(1,709,476)	107,883	107,883	3,703,994
2032	1,709,476	(1,709,476)	111,120	111,120	3,815,114
2033	1,709,476	(1,709,476)	114,453	114,453	3,929,567
2034	665,203	(665,203)	117,887	117,887	4,047,454
2035	665,203	(665,203)	121,424	121,424	4,168,879
2036	665,203	(665,203)	125,066	125,066	4,293,944
2037	665,203	(665,203)	128,818	128,818	4,422,763
2038	665,203	(665,203)	132,683	132,683	4,555,445
2039	665,203	(665,203)	136,663	136,663	4,692,109
2040	665,203	(665,203)	140,763	140,763	4,832,872
2041	665,203	(665,203)	144,986	144,986	4,977,858
2042	665,203	(665,203)	149,336	149,336	5,127,194
2043	665,203	(665,203)	153,816	153,816	5,281,010
2044	665,203	(665,203)	158,430	158,430	5,439,440
2045	665,203	(665,203)	163,183	163,183	5,602,623
2046	665,203	(665,203)	168,079	168,079	5,770,702
2047	665,203	(665,203)	173,121	173,121	5,943,823
2048	665,203	(665,203)	178,315	178,315	6,122,138
	25,363,319	(25,363,319)	3,110,452	3,110,452	-

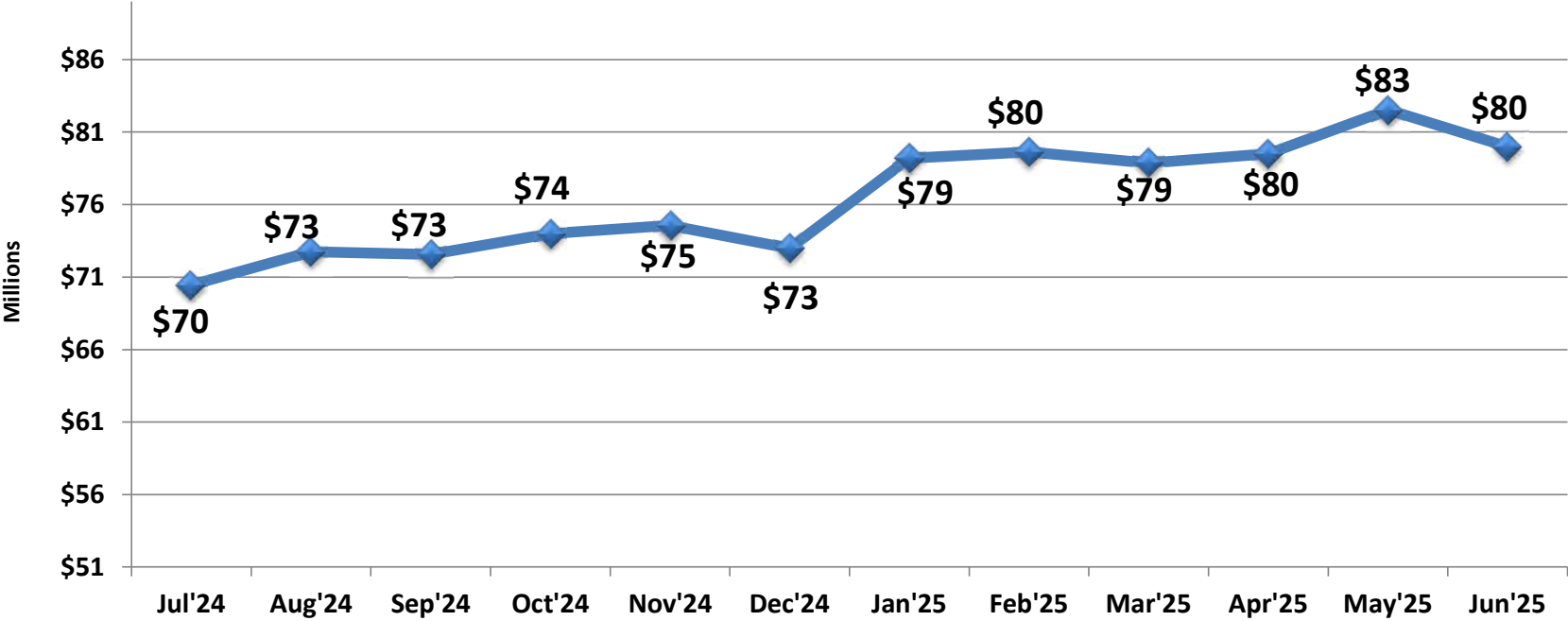
*Interest earned is based on a conservative 3.00% average return over the period

Santa Ana Watershed Project Authority
Brine Line Debt Service Payment
Schedule June 30, 2025

FYE	Interest	Principal	Total Payment	Remaining Principal
2025	457,181	1,252,295	1,709,476	19,757,624
2026	427,585	1,281,891	1,709,476	18,475,733
2027	397,276	1,312,199	1,709,476	17,163,534
2028	366,237	1,343,239	1,709,476	15,820,295
2029	334,449	1,375,027	1,709,476	14,445,268
2030	301,894	1,407,582	1,709,476	13,037,686
2031	268,553	1,440,923	1,709,476	11,596,763
2032	234,407	1,475,068	1,709,476	10,121,694
2033	199,437	1,510,039	1,709,476	8,611,656
2034	163,621	501,581	665,203	8,110,075
2035	154,091	511,111	665,203	7,598,964
2036	144,380	520,822	665,203	7,078,141
2037	134,485	530,718	665,203	6,547,424
2038	124,401	540,801	665,203	6,006,622
2039	114,126	551,077	665,203	5,455,545
2040	103,655	561,547	665,203	4,893,998
2041	92,986	572,217	665,203	4,321,782
2042	82,114	583,089	665,203	3,738,693
2043	71,035	594,167	665,203	3,144,526
2044	59,746	605,457	665,203	2,539,069
2045	48,242	616,960	665,203	1,922,109
2046	36,520	628,682	665,203	1,293,427
2047	24,575	640,627	665,203	652,799
2048	12,403	652,799	665,203	(0)



Total Cash & Investments





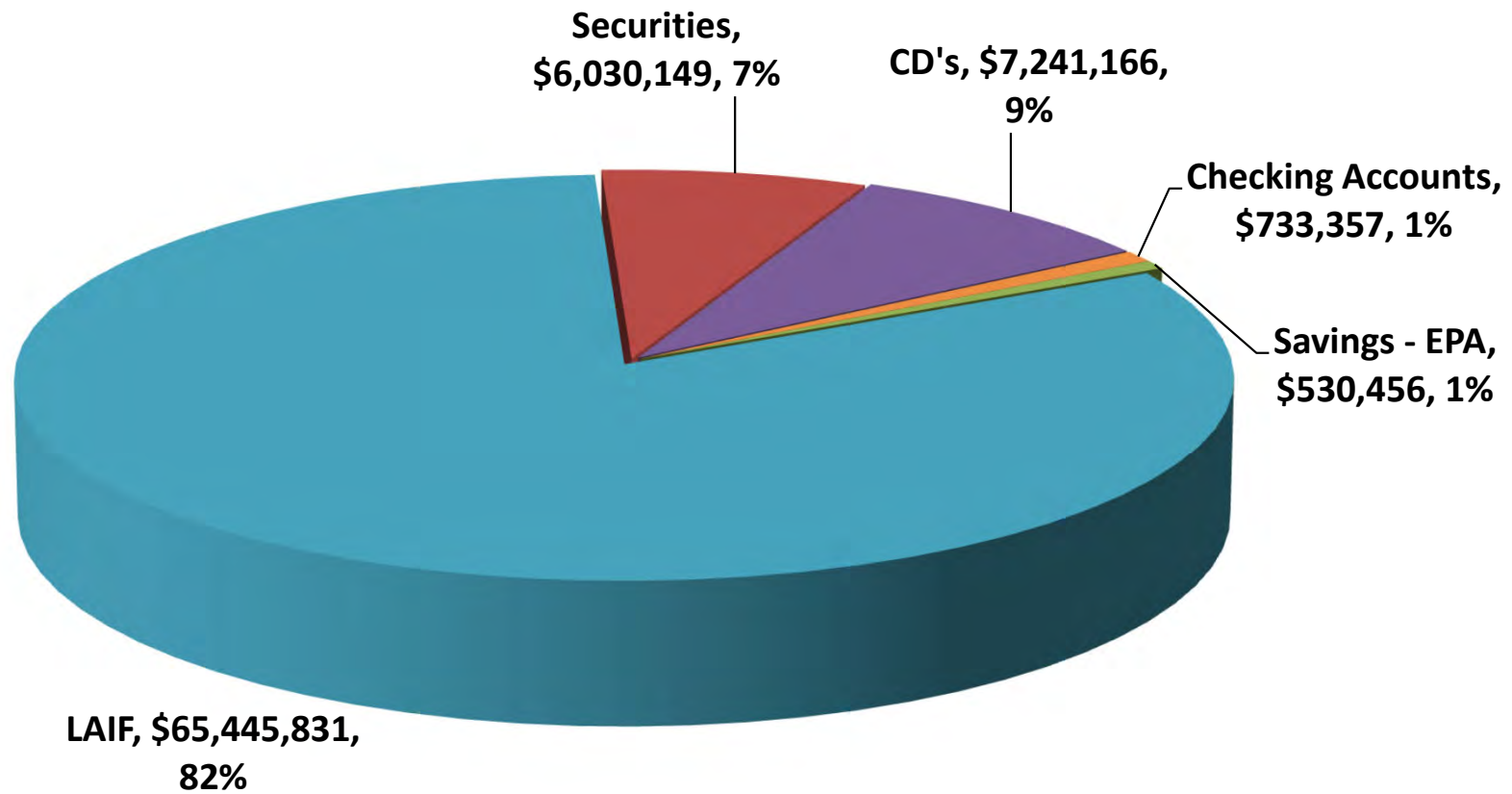
CASH BALANCE & SOURCE OF FUNDS

June 30, 2025

Fund Accounts			Cash and Investments					
	Total		Checking (Cash)	LAIF Account	Savings EPA	Investment Securities	Certificates of Deposit	Total
100 General Fund	\$ 1,630,941		733,357	897,584	-	-	-	\$ 1,630,941
100 Building Reserve	\$ 208,048		-	208,048	-	-	-	\$ 208,048
370 Basin Planning General	\$ 127,502		-	127,502	-	-	-	\$ 127,502
370 USBR Partnership Studies	\$ 69,637		-	69,637	-	-	-	\$ 69,637
373 Watershed Management Plan	\$ 247,875		-	247,875	-	-	-	\$ 247,875
240 Brine Line Debt Retirement	\$ 3,108,588		-	3,108,588	-	-	-	\$ 3,108,588
240 Brine Line - Pipeline Replacement & Capital Improvement	\$ 38,176,630			24,905,315	-	6,030,149	7,241,166	\$ 38,176,630
240 Brine Line - OC San Pipeline Rehabilitation	\$ 3,133,738		-	3,133,738	-	-	-	\$ 3,133,738
240 Brine Line - Pipeline Capacity Management	\$ 13,220,214		-	13,220,214	-	-	-	\$ 13,220,214
240 Brine Line - OC San Future Treatment & Disposal Capacity	\$ 2,024,057		-	2,024,057	-	-	-	\$ 2,024,057
240 Brine Line - YVWD Treatment Purchase	\$ 4,520,062		-	4,520,062	-	-	-	\$ 4,520,062
240 Brine Line - Operating Reserve	\$ 2,361,615		-	2,361,615	-	-	-	\$ 2,361,615
240 Brine Line - Operating Cash	\$ 6,589,393		-	6,589,393	-	-	-	\$ 6,589,393
401 Legal Defense Fund	\$ 530,456		-	-	530,456	-	-	\$ 530,456
374 Basin Monitoring Program TF	\$ 1,076,342		-	1,076,342	-	-	-	\$ 1,076,342
377 PFAS Study	\$ 533,037		-	533,037	-	-	-	\$ 533,037
378 Cloud Seeding	\$ 247,095		-	247,095	-	-	-	\$ 247,095
381 SAR Fish Conservation	\$ 93,883		-	93,883	-	-	-	\$ 93,883
384 Middle SAR TMDL TF	\$ 407,150		-	407,150	-	-	-	\$ 407,150
386 RWQ Monitoring TF	\$ 140,585		-	140,585	-	-	-	\$ 140,585
387 Mitigation Bank Credits	\$ 703,933		-	703,933	-	-	-	\$ 703,933
392 Emerging Constituents TF	\$ 206,494		-	206,494	-	-	-	\$ 206,494
504 Prop 84 - SARCCUP Projects	\$ 601,600		-	601,600	-	-	-	\$ 601,600
505 Prop 1 - Capital Projects	\$ 22,082		-	22,082	-	-	-	\$ 22,082
	\$ 79,980,959		\$ 733,357	\$ 65,445,831	\$ 530,456	\$ 6,030,149	\$ 7,241,166	\$ 79,980,959

Cash & Investments - June 2025

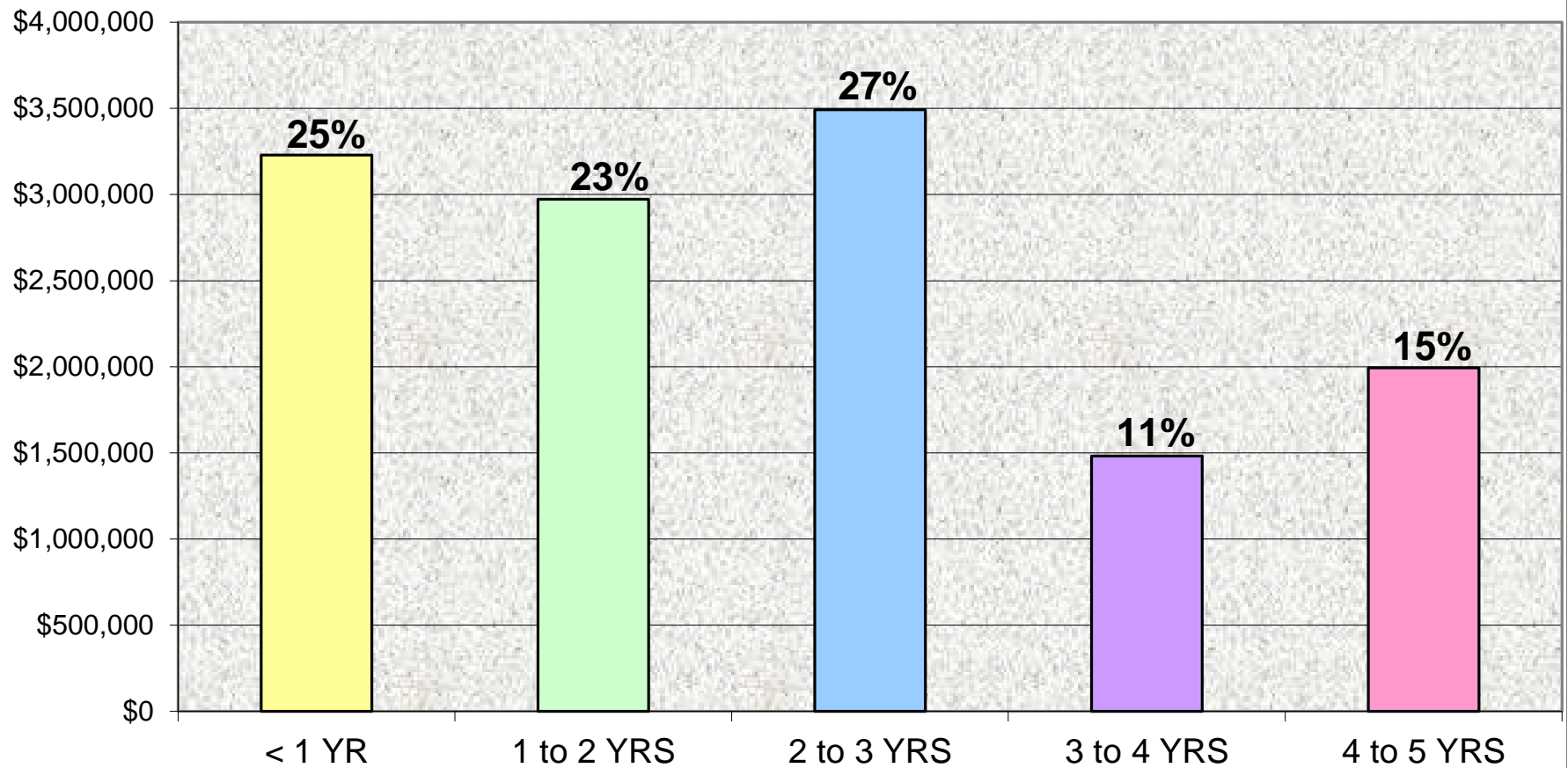
\$79,980,959



Santa Ana Watershed Project Authority
Reserve Account Analysis
June 30, 2025

Reserve Account	Balance @ 6/30/2024	Interest Earned	Fund Receipts/ Contributions	Inter-Fund Loans	Fund Expenses	Balance @ 6/30/2025	Estimated Fund Changes	Balance @ 6/30/2025
Brine Line Operating Cash	4,429,327	172,691	13,567,152		(11,579,776)	6,589,393		6,589,393
Brine Line Operating Reserve	2,240,462	121,153				2,361,615		2,361,615
OC San Future Treatment & Disposal Capacity	1,940,030	84,027				2,024,057		2,024,057
YVWD Treatment Purchase	-	34,165	4,485,897			4,520,062		4,520,062
Pipeline Capacity Management	12,671,389	548,825				13,220,214		13,220,214
Pipeline Replacement & Capital Investment	34,149,034	1,532,794	2,672,162		(177,360)	38,176,630	(1,692,653)	36,483,977
OC San Pipeline Rehabilitation	2,849,924	128,029	155,786			3,133,739		3,133,739
Debt Retirement	2,979,538	129,050				3,108,588		3,108,588
General Fund	1,949,870	85,538	752,058	(1,585,058)	428,533	1,630,941		1,630,941
Building Reserve	620,007	31,177	151,544		(594,681)	208,047		208,047
	63,829,581	2,867,448	21,784,600	(1,585,058)	(11,923,284)	74,973,286	(1,692,653)	73,280,633

Twelve Month Maturity Schedule Securities

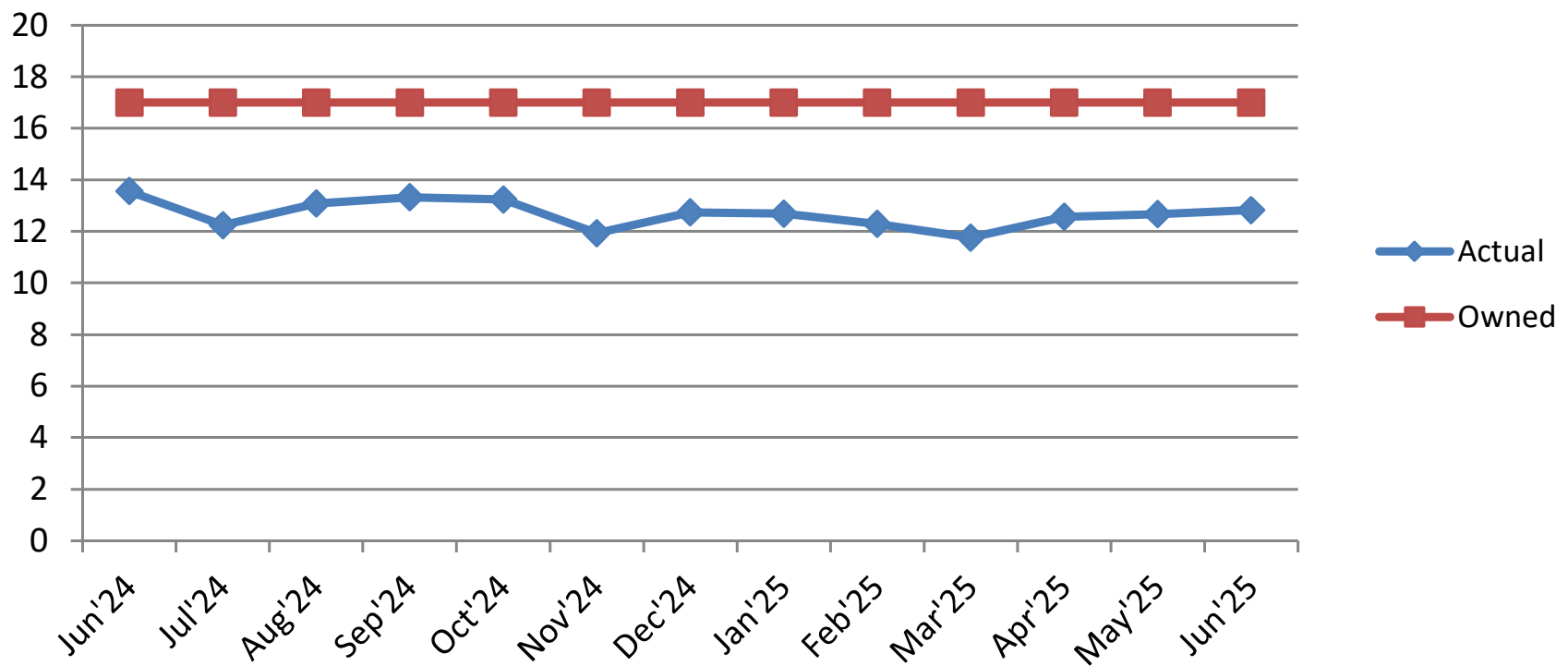


SAWPA
TREASURER'S REPORT
As of June 30, 2025

Investment Commercial
Safekeeping US Bank

Type	Security	Purchase Date	Maturity Date	Unit Cost	Cost	Principal	Current Value	Market Value	Interest Rate
Agency	FHLB	11/4/2022	9/10/2027	99.20	\$ 991,965.00	\$ 1,000,000.00	\$ 1,000,000.00	1,005,516.36	4.125%
Agency	FHLB	6/6/2023	6/9/2028	100.50	\$ 502,505.00	\$ 500,000.00	\$ 500,000.00	503,421.78	4.000%
Agency	FHLB	1/25/2024	6/30/2028	99.73	\$ 999,170.00	\$ 1,000,000.00	\$ 1,000,000.00	1,008,725.62	4.000%
Agency	FHLB	1/9/2025	12/14/2029	100.21	\$ 501,058.00	\$ 500,000.00	\$ 500,000.00	511,686.25	4.500%
Agency	FNMA	10/30/2020	8/25/2025	99.53	\$ 995,952.00	\$ 1,000,000.00	\$ 1,000,000.00	993,767.75	0.375%
Agency	USTN	4/19/2021	11/30/2025	98.25	\$ 982,500.00	\$ 1,000,000.00	\$ 1,000,000.00	983,828.12	0.375%
Agency	USTN	1/14/2025	12/31/2029	99.11	\$ 991,100.00	\$ 1,000,000.00	\$ 1,000,000.00	1,023,203.12	4.375%
CD	Beal Bank USA	8/17/2022	8/12/2026	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	242,512.54	3.200%
CD	Synchrony Bank	8/12/2022	8/12/2025	100.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	244,644.46	3.350%
CD	Capital One Bank USA	5/25/2022	5/25/2027	100.00	\$ 246,000.00	\$ 246,000.00	\$ 246,000.00	242,366.97	3.200%
CD	Morgan Stanley Private Bank	11/15/2022	11/15/2027	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,860.98	5.000%
CD	Cooperative Center FSU	12/29/2022	12/29/2025	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	249,424.17	4.650%
CD	Affinity Bank	3/17/2023	3/17/2028	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	254,269.34	4.900%
CD	Discover Bank	3/22/2023	3/23/2027	100.00	\$ 243,000.00	\$ 243,000.00	\$ 243,000.00	247,067.58	5.050%
CD	Global Fed CR UN - Alaska	5/12/2023	5/12/2027	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	251,727.12	4.600%
CD	UBS Bank USA	5/17/2023	5/17/2027	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	251,531.66	4.550%
CD	BMW Bank of North America	6/16/2023	6/16/2026	100.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00	244,897.19	4.600%
CD	Farmers Insurance Group	7/26/2023	7/27/2026	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	250,531.36	5.100%
CD	Barclays Bank Delaware	7/26/2023	7/28/2025	100.00	\$ 243,000.00	\$ 243,000.00	\$ 243,000.00	243,134.60	5.100%
CD	Chartway Federal Credit Uni	9/8/2023	9/8/2027	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	253,439.66	5.000%
CD	Greenstate Credit Union	9/26/2023	9/26/2028	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	256,152.88	5.000%
CD	Empower Fed Cedit Union	9/29/2023	9/29/2027	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	254,134.21	5.100%
CD	US Alliance Fed Credit Union	9/29/2023	9/29/2028	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	256,924.11	5.100%
CD	Numerica Credit Union	11/10/2023	11/10/2026	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	252,837.29	5.550%
CD	Heritage Community CR UN	11/15/2023	11/16/2026	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	252,606.28	5.450%
CD	Members Trust of SW FCU	1/19/2024	1/19/2029	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	249,450.96	4.000%
CD	Hughes FCU	1/29/2024	1/29/2027	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	250,388.42	4.400%
CD	Farmers & Merchants TR	1/30/2024	2/1/2027	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	249,439.44	4.150%
CD	Nicolet National Bank	3/8/2024	3/8/2029	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	251,514.73	4.250%
CD	Medallion Bank	3/13/2024	3/15/2027	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	251,328.17	4.600%
CD	Wells Fargo Bank	3/12/2024	3/12/2027	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	250,958.29	4.500%
CD	Toyota Financial SGS Bank	5/24/2024	5/24/2029	100.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00	249,368.46	4.600%
CD	First Foundation Bank	5/22/2024	5/22/2029	100.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00	249,364.75	4.600%
CD	Citizens Bank	1/10/2025	1/10/2030	100.00	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	247,267.96	3.850%
CD	Morgan Stanley Bank NA	5/28/2025	5/28/1930	100.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00	246,099.03	4.250%
CD	Alliant Credit Union	12/30/2022	12/30/2025	100.00	\$ 248,000.00	\$ 248,000.00	\$ 248,000.00	248,923.11	5.100%
					\$13,132,250.00	\$ 13,168,000.00	\$ 13,168,000.00	13,271,314.72	4.293%

Average Daily Flow by Month





SUMMARY OF LABOR MULTIPLIERS

		Benefit Rate
Total Employee Benefits	1,607,887	0.376
Total Payroll	4,278,002	
Gross Indirect Costs	4,302,009	
Less: Member Contributions & Other Revenue	(623,756)	
Indirect Costs for Distribution	3,678,253	
		Indirect Rate
Direct Labor	2,052,133	1.792
Indirect Costs	3,678,253	

FY 2024-25 Labor multiplier - thru 06/30/25

2.168

FY 2024-25 Budgeted Labor multiplier

2.000

FY 2023-24 Labor multiplier

2.060

FY 2022-23 Labor multiplier

1.984

FY 2021-22 Labor multiplier

1.993



INDIRECT COSTS

(to be Distributed)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru</u> <u>6/30/25</u>
51000	Salaries - Regular	\$ 2,225,869
52000	Benefits	\$ 810,216
60111	Tuition Reimbursement	\$ 5,508
60112	Training	\$ 8,178
60113	Education	\$ 3,869
60114	Other Training & Education	\$ 46,519
60120	Audit Fees	\$ 21,851
60121	Consulting	\$ 117,400
60126	Temporary Services	\$ -
60128	Other Professional Services	\$ 700
60129	Other Contract Services	\$ 110
60130	Legal Fees	\$ 54,836
60133	Employment Recruitment	\$ 649
60145	Permit Fees	\$ 51
60154	Safety	\$ 6,046
60155	Security	\$ 12,422
60156	Custodial Contract Services	\$ 25,030
60157	Landscaping Maintenance	\$ 26,400
60158	HVAC	\$ 11,146
60159	Facility Repair & Maintenance	\$ 31,905
60160	Telephone	\$ 23,446
60161	Cellular Services	\$ 9,687
60163	Electricity	\$ 20,863
60164	Water Services	\$ 6,716
60170	Equipment Expensed	\$ 7,055
60171	Equipment Rented	\$ 2,132

(Continued - next column)

<u>G/L Acct.</u>	<u>Description</u>	<u>Actual thru</u> <u>6/30/25</u>
60172	Equipment Repair / Maintenance	\$ 1,487
60180	Computer Hardware	\$ 100,602
60181	Computer Software	\$ 134,441
60182	Internet Services	\$ 17,633
60183	Computer Supplies	\$ 1,482
60184	Computer Repair/Maint	\$ -
60185	Cloud Storage	\$ 36,318
60190	Offsite Meeting/Travel Expense	\$ 4,265
60191	In House Meetings	\$ 3,026
60192	Conference Expense	\$ 36,594
60193	Car, Repair, Maintenance	\$ 221
60200	Dues	\$ 51,029
60202	Subscriptions	\$ 15,019
60203	Contributions	\$ 27,430
60210	Bank Charges	\$ -
60211	Shipping/Postage	\$ 503
60212	Office Supplies	\$ 8,299
48000	Commission Fees	\$ 62,950
60221	Commission Mileage Reimb.	\$ 3,249
60222	Other Commission Expense	\$ -
60230	Other Expense	\$ 6,159
60240	Building Lease	\$ 7,668
81010	Retiree Medical Expense	\$ 74,689
80001	Insurance Expense	\$ 76,818
80000	Building Repair/Replacement Reserve	\$ 100,000
80000	Fixed Assets	\$ 53,523

Total Costs \$ 4,302,009

Direct Costs Paid by Projects	\$ 3,594,917
Member Contribution Offset	\$ 475,000
Interest & Other Revenue Offset	\$ 148,756
	<u>\$ 4,218,673</u>

Over (Under) Allocation %	-1.9%
Over (Under) Allocation of General Fund Costs	\$ (83,336)



BENEFITS SUMMARY

(Distributed based on Actual Labor)

<u>G/L Acct</u>	<u>Description</u>	<u>Budget</u>	<u>Actual @ 6/30/25</u>
70101	FICA Expense	\$ 211,101	\$ 235,899
70102	Medicare Expense	\$ 59,818	\$ 63,656
70103	State Unemployment Insurance	\$ 3,906	\$ 3,823
70104	Worker's Compensation Insurance	\$ 72,456	\$ 46,878
70105	State Disability Insurance	\$ 39,569	\$ 47,077
70106	PERS Pension Plan	\$ 487,199	\$ 538,064
70111	Medical Expense	\$ 511,245	\$ 549,082
70112	Dental Expense	\$ 28,657	\$ 38,481
70113	Vision Insurance	\$ 7,751	\$ 7,145
70114	Life Insurance Expense	\$ 15,940	\$ 16,278
70115	Long Term Disability	\$ 18,593	\$ 18,714
70116	Wellness Program Expense	\$ 3,900	\$ 2,824
70120	Car Allowance	\$ 39,000	\$ 39,967
	Total Benefits	\$ 1,499,135	\$ 1,607,887
	Total Payroll	\$ 4,086,368	\$ 4,278,002
	Benefits Rate	36.7%	37.6%

Santa Ana Watershed Project Authority
Labor Hours Budget vs Actual
Month Ending June 30, 2025

	Fund	Budget	Actual	%
100	General Fund	28,150	27,092	96.24%
145	Prop 84 - 2015 Program Mgmt	2,140	2,307	107.82%
150	Prop1 - Program Management	1,070	769	71.89%
155	Prop1 Round 2	-	632	-100.00%
240	Brine Line Enterprise	19,407	18,137	93.45%
320	Brine Line Protection	277	13	4.78%
327	Reach IV-D Corrosion Repairs	349	6	1.79%
328	Agua Mansa Lateral Construction	-	8	-100.00%
370-01	Basin Planning General	1,830	1,280	69.96%
370-02	USBR Partnership Studies	75	1	0.67%
373	Watershed Management (OWOW)	1,970	1,329	67.46%
374	Basin Monitoring Program TF	615	492	80.04%
376	ICARP	-	681	-100.00%
377	PFAS Study	220	391	177.84%
378	Cloud Seeding	205	38	18.41%
381	SAR Fish Conservation	185	293	158.11%
384-01	MSAR TMDL TF	155	135	86.94%
386MONIT	RWQ Monitoring TF	115	56	48.48%
387	Arundo Removal & Habitat Restoration	250	84	33.60%
392	Emerging Constituents TF	220	158	71.70%
397ADMIN	WECAN Riverside	137	266	193.80%
398RELIE	DACI	80	98	122.81%
477-02	LESJWA - Administration	420	425	101.19%
477TMDL	LESJWA - TMDL Task Force	365	212	58.15%
504-401IMPLE	Prop 84 - Final Round Implementation	60	4	6.67%
504-401PA23	Prop 84 - Final Round PA23 Admin	165	26	15.76%
504-402PA22	Prop84 - Final Round PA22 Admin	270	11	3.89%
504-402RATES	Prop 84 - Final Round Water Rates	-	12	-100.00%
505-00	Prop1 - Capital Projects	150	366	244.00%
		58,880	55,321	93.95%

Note: Should be at 100% of budget for 12 months


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Santa Ana Watershed Project Authority
PA25 - OWOW Fund - Financial Report
May 2025

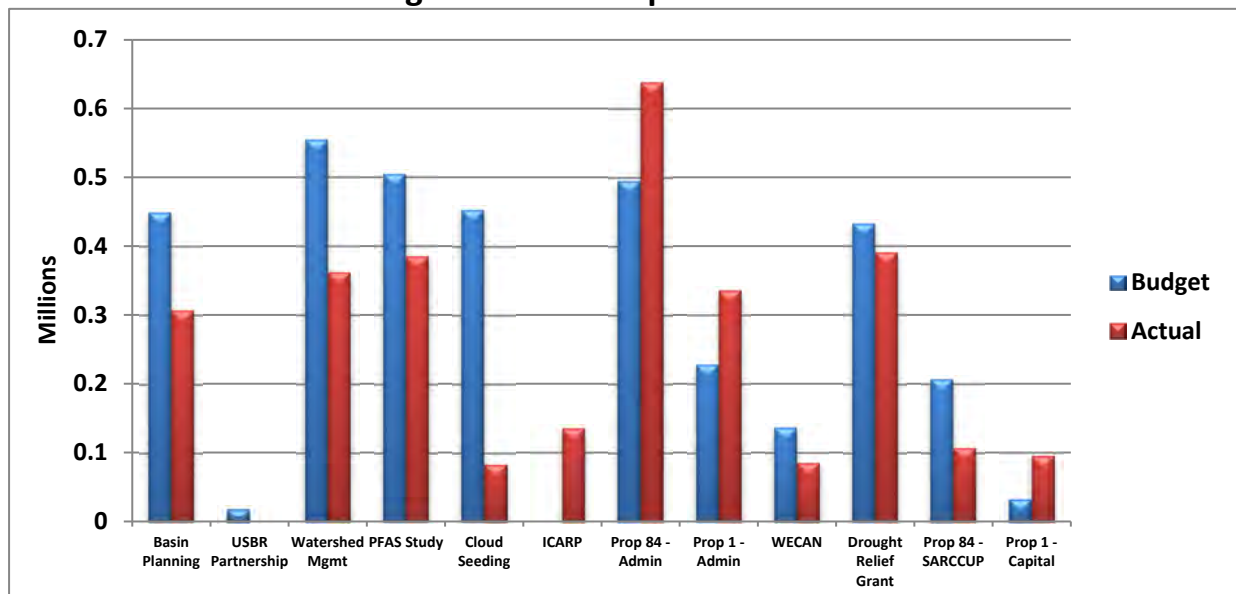
Staff comments provided on the last page are an integral part of this report.

Overview

This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) through May 2025 unless otherwise noted.

Budget to Actual Expenses - OWOW				 Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Planning General	\$539,791	\$448,975	\$306,634	\$142,341
USBR Partnership Studies	69,471	17,849	154	17,695
Watershed Mgmt. (OWOW)	904,428	554,059	361,811	192,248
PFAS Study	550,459	504,587	384,926	119,661
Cloud Seeding	494,707	453,481	83,504	369,977
ICARP	-	-	135,034	(135,034)
Prop 84 - Administration	539,894	494,903	638,218	(143,315)
Prop 1 – Administration	248,593	227,877	335,801	(107,924)
WECAN - Riverside	148,933	136,522	85,267	51,255
Drought Relief Grant DACI	471,466	432,177	390,729	41,448
Prop 84 – SARCCUP & Other	225,399	206,616	107,353	99,263
Prop 1 – Capital Projects	36,178	33,163	95,244	(62,081)
Total	\$4,229,319	\$3,510,209	\$2,924,675	\$585,534

Budget to Actual Expenses - OWOW



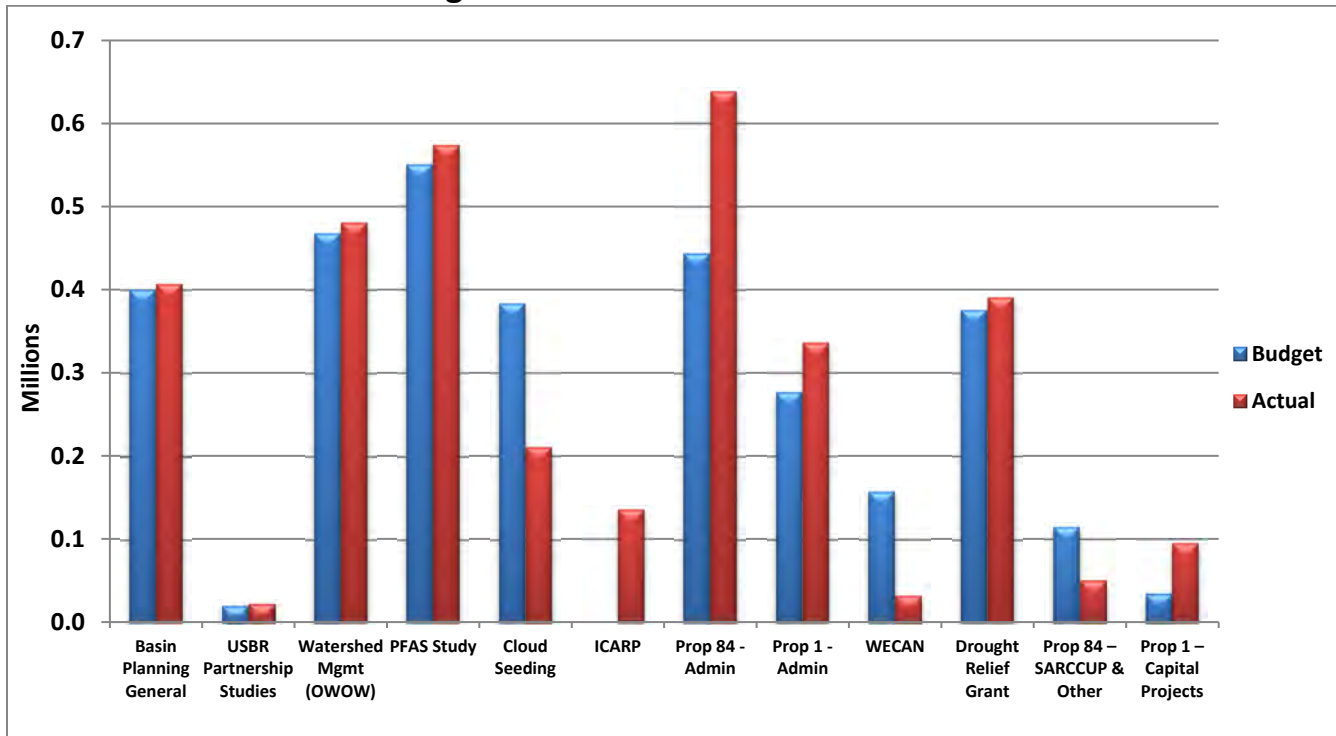
Budget to Actual Revenues - OWOW



On Track

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Planning General	\$450,000	\$400,000	\$407,262	\$7,262
USBR Partnership Studies	70,000	20,000	22,098	2,098
Watershed Mgmt. (OWOW)	767,900	467,900	480,608	12,708
PFAS Study	550,000	550,000	573,639	23,639
Cloud Seeding	402,500	383,084	210,588	(172,496)
ICARP	0	0	135,034	135,034
Prop 84 - Administration	539,894	443,754	638,218	194,464
Prop 1 – Administration	248,593	276,427	335,801	59,374
WECAN - Riverside	148,933	157,179	33,035	(124,144)
Drought Relief Grant - DACI	471,466	375,724	390,729	15,005
Prop 84 – SARCCUP & Other	47,908	114,509	51,645	(62,864)
Prop 1 – Capital Projects	36,178	35,118	95,244	60,126
Total	\$3,733,372	\$3,223,695	\$3,373,901	\$150,206





Budget to Actual Revenues - OWOW



Reserve Fund Balance	
	Amount
Basin Planning General	129,328
USBR Partnership Studies	69,637
Watershed Management (OWOW)	278,244
PFAS Study	544,814
Cloud Seeding	259,905
Proposition 84 – SARCCUP & Other	611,263
Proposition 1 – Capital Projects	2,224,830
Total Reserves	\$4,118,021

Legend

Compared to Budget

	Ahead or Favorable	Above +5% Favorable Revenue or Expense Variance
	On Track	+5% to -2% Variance
	Behind	-3% to -5% Variance
	Concern	Below -5% Variance

Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.


1) Expenses are 16.7% below budget. Revenues are 4.7% above budget. It is anticipated that they will be on track before the end of the year.

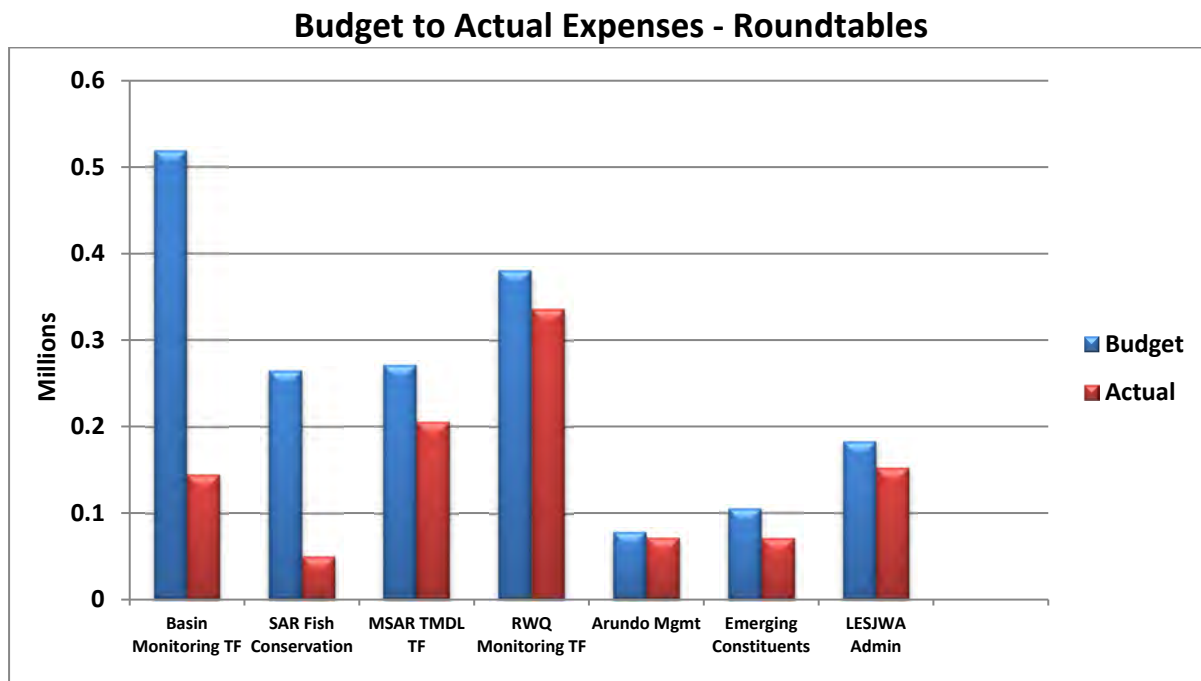
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Santa Ana Watershed Project Authority
PA26 - Roundtable Fund - Financial Report
May 2025

Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) through May 2025 unless otherwise noted.
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Budget to Actual Expenses - Roundtables				 Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Monitoring TF	\$565,988	\$518,822	\$144,562	\$374,260
SAR Fish Conservation	288,541	264,496	49,883	214,613
MSAR TMDL TF	284,664	270,968	205,111	65,857
RWQ Monitoring TF	415,702	381,060	336,254	44,806
Arundo Mgmt.	85,780	78,632	71,503	7,129
Emerging Constituents	114,303	104,778	70,783	33,995
LESJWA Admin	198,285	182,594	152,009	30,585
Total	\$1,953,263	\$1,801,350	\$1,030,105	\$771,245



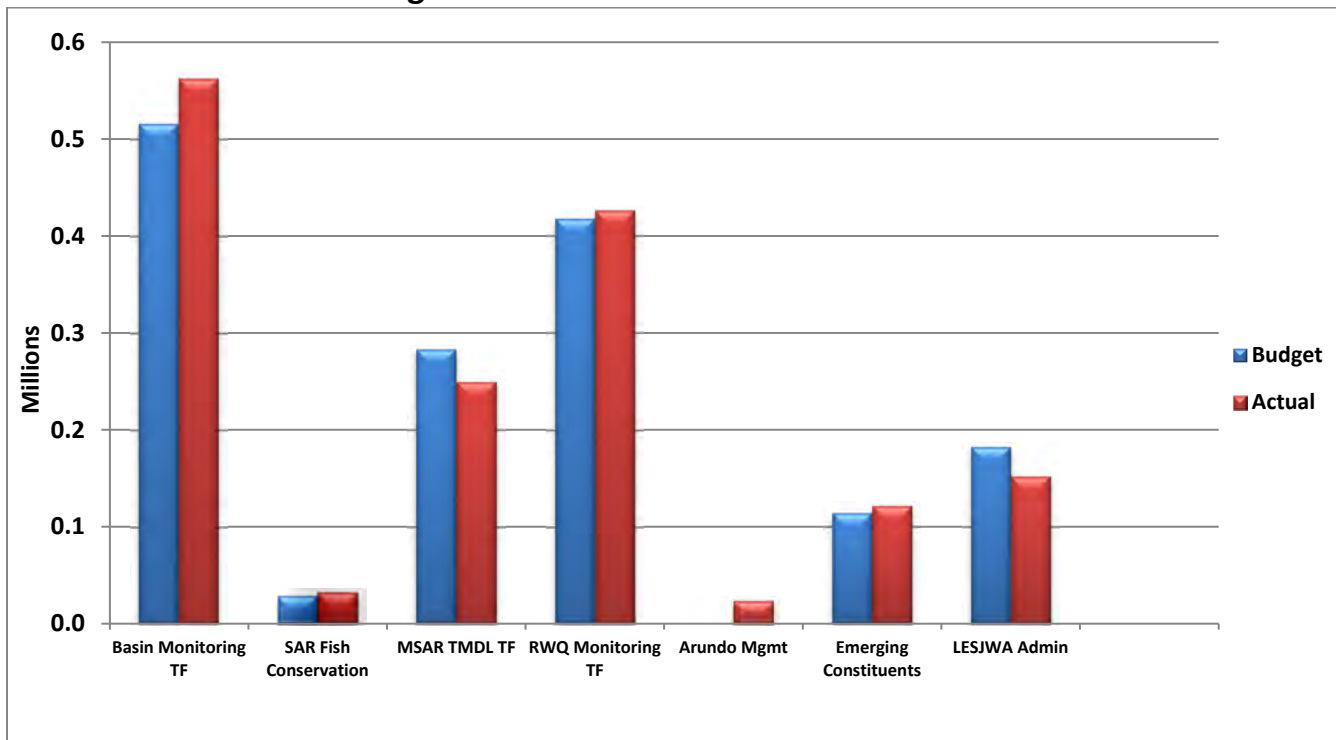
Budget to Actual Revenues - Roundtables



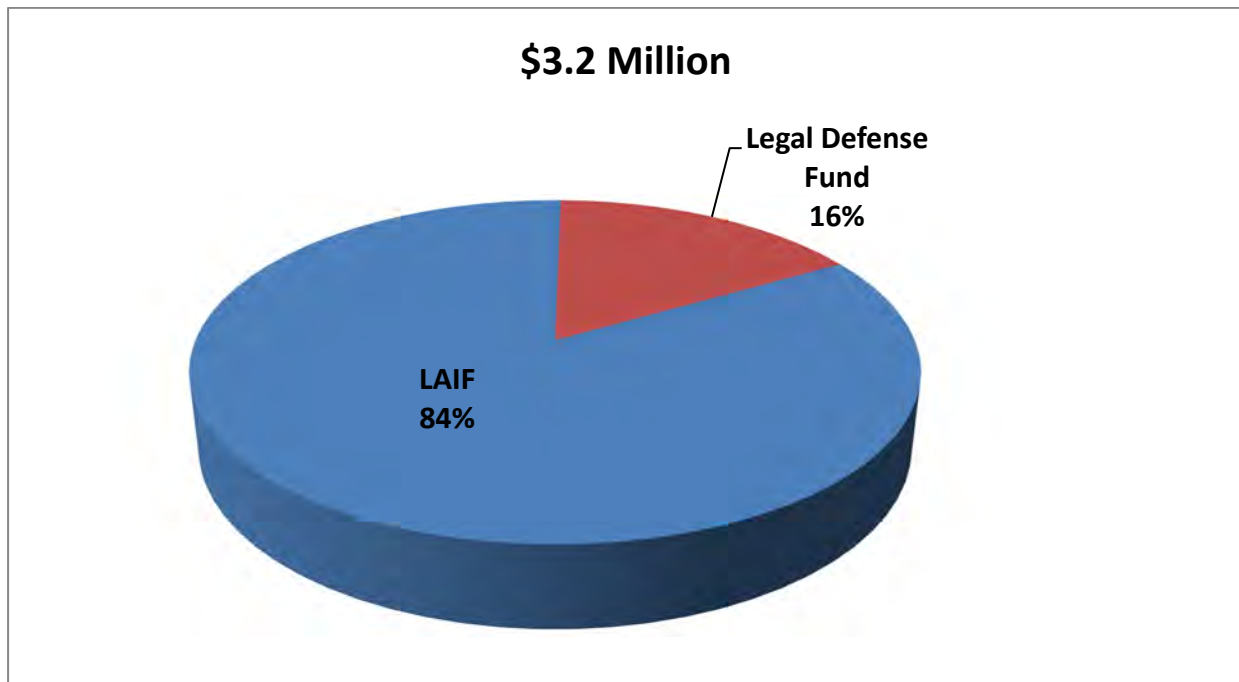
Favorable

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Basin Monitoring TF	\$516,000	\$516,000	\$562,447	\$46,447
SAR Fish Conservation	279,000	29,000	32,455	3,455
MSAR TMDL TF	282,820	282,820	249,379	(33,441)
RWQ Monitoring TF	417,625	417,625	426,147	8,522
Arundo Mgmt.	889,800	-	23,594	23,594
Emerging Constituents	114,000	114,000	121,250	7,250
LESJWA Admin	198,285	182,595	152,009	(30,586)
Total	\$2,697,530	\$1,542,040	\$1,567,281	\$25,241

Budget to Actual Revenues - Roundtables



Total Cash & Investments



Reserve Fund Balance

	Amount
Basin Monitoring Task Force	\$1,101,151
SAR Fish Conservation	93,883
Middle SAR TMDL Task Force	412,237
Regional Water Quality Monitoring Task Force	170,983
Arundo Management & Habitat	704,457
Emerging Constituents Task Force	216,229
Legal Defense Fund	528,630
Total Reserves	\$3,227,570

Legend

Compared to Budget



Ahead or Favorable

Above +5% Favorable Revenue or Expense Variance



On Track

+5% to -2% Variance



Behind

-3% to -5% Variance



Concern

Below -5% Variance

Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.

- 1) Expenses and revenues are favorable to the budget.



August 8, 2025

To: Santa Ana Watershed Project Authority

From: Michael Boccadoro
Beth Olhasso

RE: July Report

Overview:

Limited spring pumping in the Delta remains the hot topic among water managers as those limited operations kept water from reaching San Luis Reservoir when spring melt was available for pumping. Lake Oroville is sitting at 77 percent capacity, 115 percent of normal; Lake Shasta is sitting at 68 percent of capacity, 103 percent of average; while San Luis Reservoir is at just 38 percent of capacity, 91 percent average for this time of year.

The Public Policy Institute of California (PPIC) released the results of their “Californians and the Environment Survey.” Surveys by PPIC are taken seriously in Sacramento and help influence policy maker’s priorities. Not surprisingly, the survey shows that wildfire is the top issue among voters, while water supply ranks in the top five.

As part of his May Revise, the Governor has released a Trailer Bill aimed at helping remove some barriers to the Delta Conveyance Project. Among the changes, the Governor is proposing for expedited judicial review of CEQA challenges. The proposal saw swift condemnation from in-Delta interests. The State Water Contractors have been organizing supporters and had a lobby day in Sacramento to work to earn votes for the Trailer Bill. They plan another lobby day in late August, as the trailer bill will need to be acted on in the final month of the session.

Perhaps in conjunction with the Trailer Bill effort, the Department of Water Resources has launched an effort to educate the public on water supply issues in the state by publishing short papers on Maven’s Notebook.

The long-awaited new draft of the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Watershed has been released. The draft includes a proposal to implement the Healthy Rivers and Landscapes program which relies on a collaborative, adaptive approach to managing the Delta. A workshop will be held on September 8 at the State Water Resources Control Board.

The Democratic Legislative majority and the Governor came to an agreement and passed a budget ahead of the start of the fiscal year on June 30. Proposition 4 allocations were among a list of significant issues not included in the initial budget and will need to be addressed in August/September.

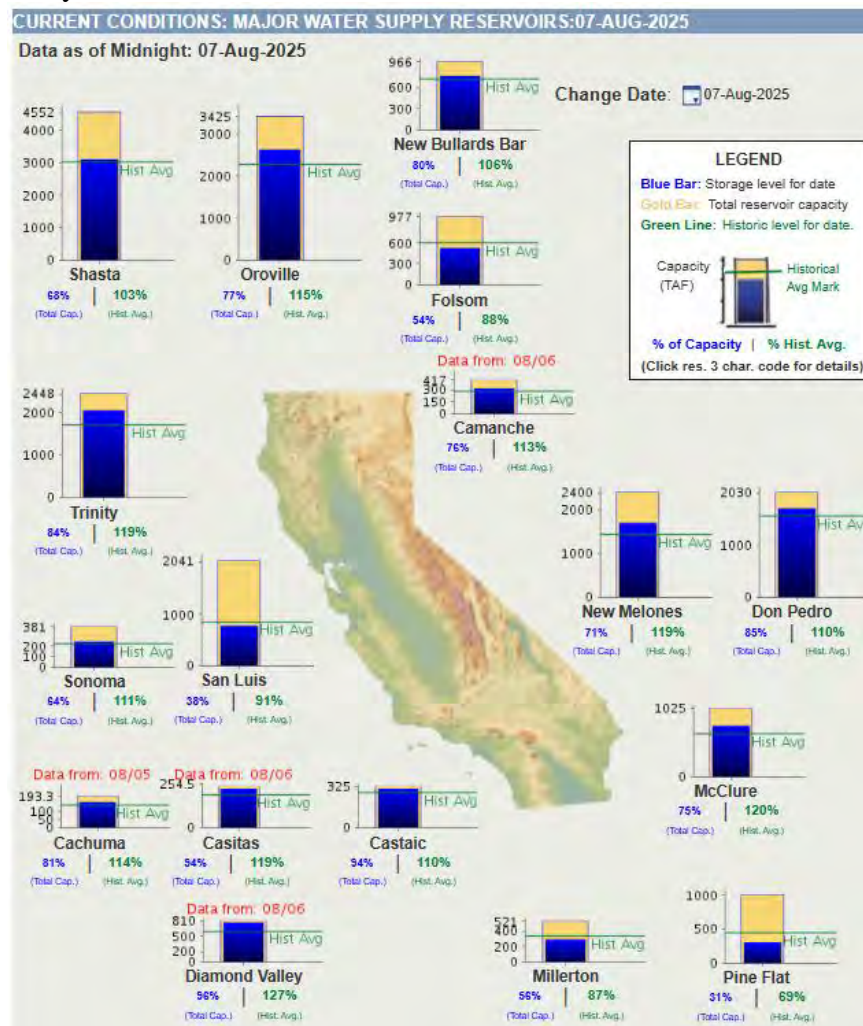
Ahead of the July 18 start of the month-long summer recess, the Legislature acted on hundreds of bills ahead of the “second house policy committee deadline.” Bills now await action in Appropriations Committees.

Legislation to establish an emergency MCL was not taken up on the floor of the Assembly, while legislation to regulate intentionally added PFAS and legislation to establish a PFAS mitigation fund have managed to advance. Recycled water legislation is moving through the Senate with no opposition but CSDA's bill to help ease the Advanced Clean Fleets regulations for local government was held in the Senate Appropriations Committee.

Santa Ana Watershed Project Authority Status Report – July 2025

Water Supply Conditions

The water supply story continues to revolve around the inability of the state to move water through the Delta in the Spring and into San Luis Reservoir for storage. While Northern California reservoirs remain above historical averages, San Luis reservoir is at 91 percent of historical average and just 38 percent capacity. Lake Oroville is sitting at 77 percent capacity, 115 percent of normal; Lake Shasta is sitting at 68 percent of capacity, 103 percent of average for this time of the year.

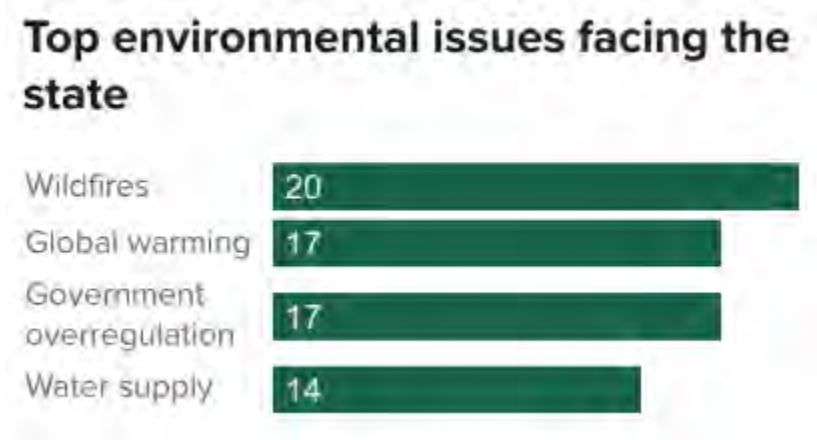


PPIC Releases Statewide Survey

The Public Policy Institute of California (PPIC) released the results from their [survey](#), “Californians and the Environment.”

PPIC notes that “the last election also led to federal environmental policy shifts that are at odds with the state’s policies to reduce greenhouse gas emissions and transition to renewable energy. The state government is at a crossroads in determining how much the taxpayers and consumers are willing and able to pay for these programs. Meanwhile, tragic events—starting with the Los Angeles wildfires in January and, most recently, the Texas floods in July—are wake-up calls about a lack of preparedness for the environmental changes underway.”

With the past several years receiving normal levels of precipitation, and the January fires in Los Angeles County, it’s not surprising that voters rank “wildfires” as their top environmental issue. Interestingly, protecting the coast and ocean do not make it into the top five on the list.



When asked if the cost of strict environmental laws is worth it, a slim majority believe the cost is worth protecting the environment.

6. Which of these statements comes closer to your view, even if neither is exactly right? [rotate response options]

43% stricter environmental laws and regulations in California cost too many jobs and hurt the economy

55% stricter environmental laws and regulations in California are worth the cost

2% don’t know

PPIC is a trusted source used by leaders in Sacramento to help influence policy direction.

Delta Conveyance Budget Trailer Bill Update

As discussed in previous reports, as part of his “May Revise” of the 2025-26 budget, Governor Newsom released a proposal to help streamline the Delta Conveyance Project (DCP). The Governor’s proposal would streamline the project by:

- **Simplifying permitting.** The proposal would simplify permitting for the project by eliminating certain deadlines from existing State Water Project water rights permits — recognizing that the State Water Project should continue serving Californians’ water needs indefinitely. The proposal would also strengthen enforcement of the Water Board’s existing rules for permit protests.
- **Confirming funding authority.** The proposal confirms that the Department of Water Resources has the authority to issue bonds for the cost of the DCP, to be repaid by participating public water agencies.
- **Preventing unnecessary litigation delays.** The proposal narrows and streamlines judicial review of future challenges to the Delta Conveyance Project, building on models that have served other large public works projects.
- **Supporting construction.** The proposal streamlines the authority to acquire land, supporting construction of the Delta Conveyance Project.

In-Delta legislators and advocates have come out in very strong opposition to the proposal. The State Water Contractors and MWD organized Southern California water agencies to support the proposal. SAWPA staff have helped coordinate a coalition to rally Inland Empire interests to support the proposal and lobby legislators, and several SAWPA member agency representatives have traveled to Sacramento to participate in a Lobby Day in support of the proposal.

The trailer bill was not part of the budget that passed before the July 1 start of the fiscal year. The goal is for it to be acted upon in August when they return from Summer Recess. There will be another lobby day the week Legislators return from recess.

DWR: Water Supply Series

The Department of Water Resources has gone on the offensive to try to paint a water supply picture for the public through a series of informative articles published on *Maven’s Notebook*. The first two articles were released on July 17 and July 24:

Securing Statewide Water Supplies Part 1: California’s Water Future is in Jeopardy:

California is projected to lose 10% of its water supply by 2040 due to climate change, with the State Water Project (SWP) potentially losing up to 23% of its delivery capacity. Increasingly extreme and unpredictable weather—longer droughts and infrequent but intense storms—is making it harder for current SWP infrastructure to capture and store high flows, leading to reduced water availability.

This decline threatens water access for 27 million people and 750,000 acres of farmland, especially in the Bay Area, Central Coast, Central Valley, and Southern California. The SWP is vital for supporting California’s economy, including sectors like tech, agriculture, tourism, and manufacturing.

However, the situation is not inevitable. Modernizing Delta water conveyance infrastructure could help mitigate supply losses and preserve the SWP as a reliable source of water for two-thirds of the state.

Securing Statewide Water Supplies Part 2: Serious Problems Require Serious Solutions

The State Water Project (SWP) is essential to California, supplying clean, affordable water to 27 million people and 750,000 acres of farmland. However, it faces growing risks from climate change, sea level rise, and earthquakes.

To address these threats, the Department of Water Resources is advancing the Delta Conveyance Project—a modernization effort to improve water infrastructure in the Delta. This project aims to:

- Capture and store water from infrequent but intense storms,
- Increase flexibility to manage conflicts between water supply, water quality, and fishery protection,
- Protect against saltwater intrusion from earthquake-induced levee failures.

Data from the past four years confirms the project would provide water supply benefits in all types of water years by enhancing system adaptability. Overall, the Delta Conveyance Project is a critical step toward securing reliable and resilient water supplies for future generations.

Healthy Rivers and Landscapes Program Released for Public Comment

The State Water Resources Control Board has proposed a major update to California’s Bay-Delta Water Quality Control Plan aimed at protecting the Sacramento River, Delta, and tributaries while ensuring water supply reliability for millions of Californians. The update introduces new science-based strategies and includes the Healthy Rivers and Landscapes (HRL) Program, a voluntary, collaborative approach developed by the Newsom administration involving water users, local governments, environmental groups, and tribal partners.

If adopted, this will mark the first major update to the Bay-Delta Plan since 1995.

Key features of the proposal include:

- Two compliance pathways for water users:
 1. A Voluntary Agreement (VA) Pathway, known as the Healthy Rivers and Landscapes Program, which combines flow contributions with habitat restoration, monitoring, and adaptive management.
 2. A Regulatory Pathway for non-VA participants, based on unimpaired flow percentages with adaptive adjustments depending on water year type (wet or dry), aiming to protect fish and cold water habitats while minimizing impacts on agriculture and hydropower.
- New water quality objectives including:
 - Sacramento/Delta inflow,
 - Delta outflow,
 - Interior Delta flow,
 - Cold water habitat,
 - Fish viability.
- Formal recognition of tribal beneficial uses, acknowledging the cultural and ecological importance of native fish such as salmon.

The updates are based on a comprehensive scientific process, including public input, expert consultation, and interagency collaboration. If approved, the new plan will set legally enforceable requirements for water right holders.

The public comment period is open through September 10, with a hearing scheduled for September 8. The board will consider final adoption at a later date.

Budget Update

The main portion of the Fiscal Year 2025-26 budget was passed by the Legislature ahead of the July 1 start of the fiscal year. However, Legislators did not pass key aspects of the budget including a Proposition 4 spending plan, the Greenhouse Gas Reduction Fund, re-authorizing the Cap & Trade Program, re-capitalizing the Catastrophic Wildfire Fund and dealing with revenue losses as a result of H.R. 1. Budget leadership have indicated that further revisions of the budget are likely as the summer progresses and federal funding is cut from various programs as Congress passes a federal budget.

Balancing a \$12 billion state shortfall with whatever cuts will come on the federal side leave some tough choices and contentious negotiations ahead for the Legislature and the Governor.

Proposition 4 Implementation

While the Governor's January and May budget proposals allocated close three billion dollars in Proposition 4 funds, the Legislature has punted any Prop 4 decision until after the summer recess. Negotiations between the Governor and the Legislature will continue on Prop 4 allocations.

Additionally, past bonds have exempt bond fund programs from having to comply with the Administrative Procedures Act (APA), allowing programs to get up and running quickly. Proposition 4 made no such exemption. The Administration has proposed this exemption be made in the budget process. Legislators seem keen on this idea, at least for existing programs.

General Fund Reversions

In an attempt to balance the budget, the Governor proposed to "swap" some general funds with bond funds. For example, the proposed budget would "revert" \$51 million in water recycling funds that were allocated in the 2024-25 budget because they are also proposing \$153 million in bond funds. Members of the budget sub committees have been clashing rather fiercely with the Department of Finance, who is defending the Governor's budget proposal. Finance continues to argue that because the bond didn't say that they couldn't "swap," there shouldn't be a problem. Legislators have strongly articulated that this is a "bait and switch" that will result in lack of confidence from voters. This topic will continue to be discussed as the budget gets finalized with leadership.

Legislative Update

Ahead of the start of the Summer Recess on July 18, the Legislature worked to pass bills out of policy committees. The Legislature will be on recess with members returning for the final month of session August 18 where they will face the Appropriations Committee deadline and then final action on the floor.

Low-Income Rate Assistance: Several bills have been introduced to establish low-income rate assistance programs at all retail water agencies, yet only one remains.

AB 532 (Ransom) is CA Municipal Utilities Agencies proposal to establish voluntary LIRA programs. The measure has passed the Senate Natural Resources & Water Committee and awaits action in the Senate Appropriations Committee.

Water Supply: California Municipal Utilities Association and Western Municipal Water District have reintroduced their legislation to add new requirements into the CA Water Plan to set volumetric targets for new water supply as **SB 72 (Caballero)**. They believe they have removed the concerns of the SWRCB, which was the stated reason the bill was vetoed last session. The bill passed out of the Assembly Water, Parks & Wildlife Committee and awaits action in the Assembly Appropriations Committee.

Recycled Water: WaterReuse CA has introduced **SB 31 (McNerney)** to make some long-overdue updates to Title 22 of the CA Code of Regulations. The legislation that would, among other things, codify how an “unauthorized discharge” of recycled water is treated by Regional Boards. The bill passed out of the Senate without a single “no” vote, and passed unanimously out of the Assembly Water, Parks & Wildlife Committee and Environmental Safety & Toxic Materials Committee. It awaits action in the Assembly Appropriations Committee.

PFAS: The CA Association of Sanitation Agencies has reintroduced their PFAS source control bill that would ban the use of any intentionally added PFAS to products, **SB 682 (Allen)**. The bill hit a roadblock last year with the CA Manufacturers and Technology Association who worked to load costs into the bill to get it held in Appropriations Committee. The bill has been significantly narrowed to only ban the use of PFAS when there is a commercially available alternative, but will still go a long way to addressing the source of PFAS in sewage. The bill awaits action in the Assembly Appropriations Committee.

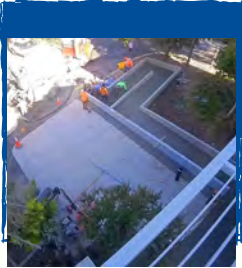
Additionally, ACWA and the League of CA Cities have introduced **SB 454 (McNerney)** that would establish a PFAS mitigation fund. Though the bill does not yet have a funding source, it passed the Senate and out of its first Assembly committee and is awaiting action in Assembly Appropriations Committee.

SB 394 (Allen) is ACWA and Las Virgenes MWD’s bill to increase penalties for water theft from fire hydrants. The bill passed has moved easily through the process and has already passed both houses. SB 394 awaits a final “Concurrence in Assembly Amendments” vote in the Senate before heading to the Governor.

!!NEW BILL ALERT!!

Last month’s report highlighted that Senator Scott Wiener (D-San Francisco) had indicated, and circulated unofficial amendments, to SB 445 that would put a “shot clock” on an agency’s ability to review transit construction plans that may interfere with utility infrastructure. The Senator received strong opposition not only from CMUA, ACWA, CSDA, CASA & WaterReuse CA, but a broader coalition of utilities and broadband providers. The immediate and strong opposition

forced the Senator to amend his bill to only apply to the Highspeed Rail Authority. While Highspeed Rail is not planned to enter the Inland Empire, the Senator said in each of the three Assembly policy committees the bill was heard in that he intends to expand this authority to all transit projects, likely next year. For these reasons, the local government coalition has remained in opposition. The bill is in the Assembly Appropriations Committee.



SAWPA Building Lobby Improvement Project Update

The Lobby Improvement Project continues to progress. The wall covering in the lobby, access ramp, and ADA parking lot striping are completed. The drywall on the lobby wall has also been completed. Next steps in the project include the installation of sinks and counters in the women's restroom.

Second Technical Advisory Committee Meeting

SAWPA Staff held the second Technical Advisory Committee meeting and received feedback on potential vision and goals for the Climate Adaptation and Resilience Plan (CARP) being developed for the Santa Ana River Watershed. The next meeting will occur on October 27, 2025, and will focus on the compiled annotated summary of watershed stakeholder plans, the community and stakeholder framework, and updates on engagement efforts.



RFP For Charging Stations

Operations staff are preparing a Request for Proposals (RFP) for EV charging stations, anticipating future fleet compliance needs issued by the State of California. Staff anticipates presenting this RFP to the SAWPA Commission for issuance in early September.

Recruitment Update For The Water Resources And Planning Manager Position

The recruitment for the Water Resources and Planning Manager position has been extended. This position oversees the agency's water resources planning programs and initiatives, leading collaborative efforts across the watershed. Applicants can find more information at: <https://www.governmentjobs.com/careers/sawpa>.



Audit Round Two Begins In September


The Finance department is preparing for the second round of the audit, which will begin in September.

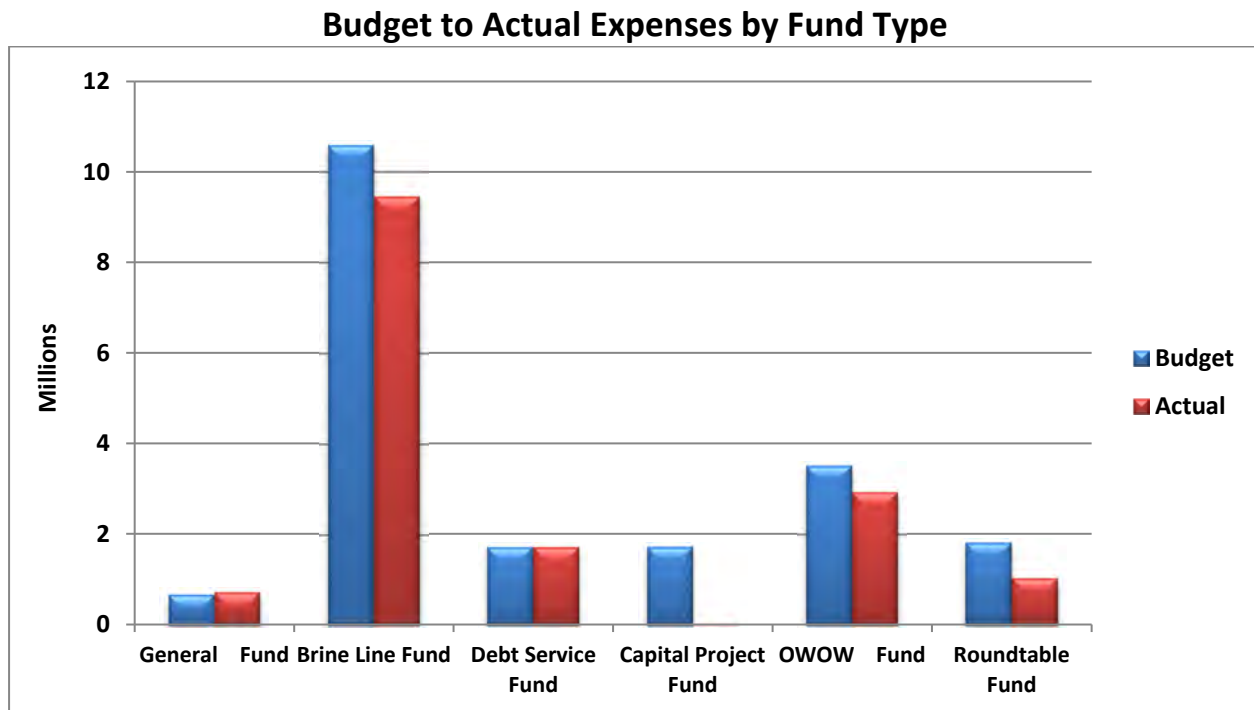
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Santa Ana Watershed Project Authority
Executive Financial Information Report
May 2025

Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the agency's key financial indicators for the Fiscal Year-to-Date (FYTD) May 2025 unless otherwise noted.
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Budget to Actual Expenses by Fund Type				 Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
General Fund	\$712,910	\$661,834	\$717,192	(\$55,358)
Brine Line Enterprise	11,368,636	10,592,564	9,456,336	1,136,228
Debt Service Fund	1,709,476	1,709,476	1,709,476	-
Capital Project Fund	1,870,013	1,714,178	14,540	1,699,638
OWOW Fund	4,229,319	3,510,209	2,924,675	585,534
Roundtable Fund	1,953,263	1,801,350	1,030,105	771,245
Total	\$21,843,617	\$19,989,611	\$15,852,324	\$4,137,287



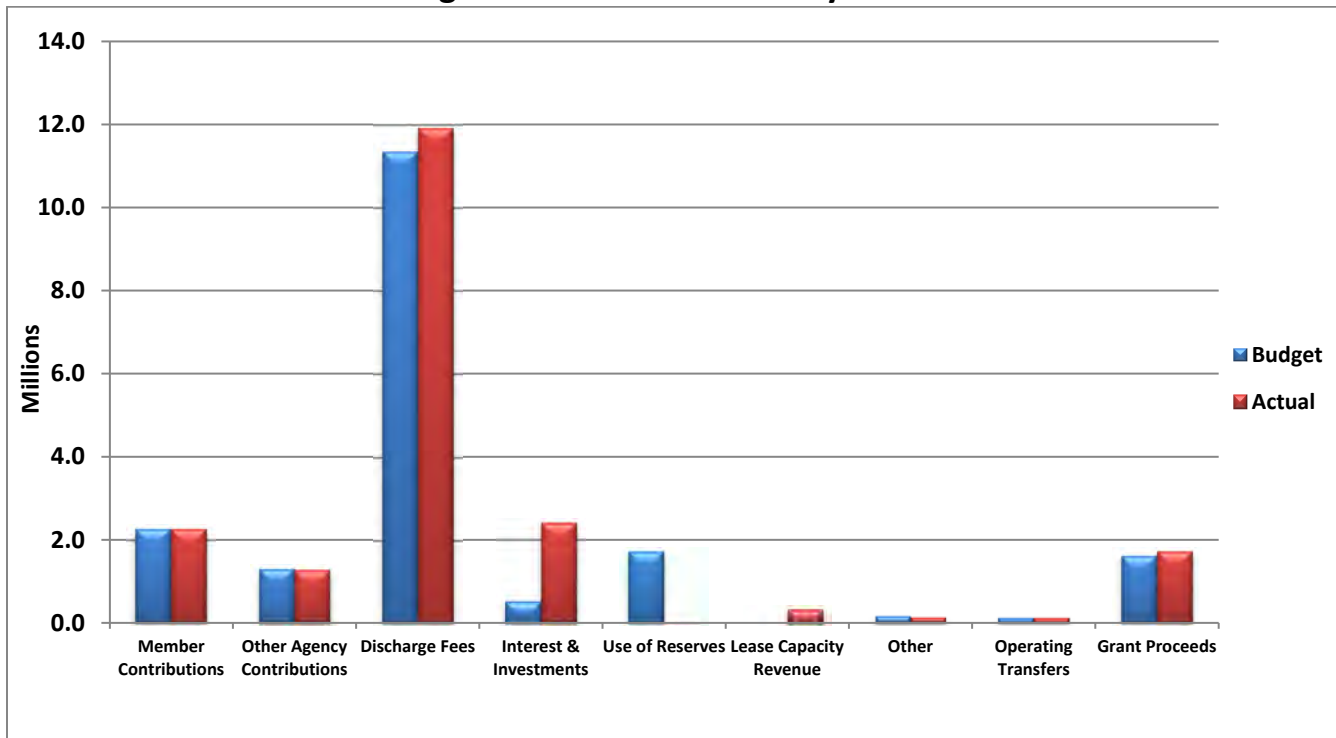
Budget to Actual Revenues by Source



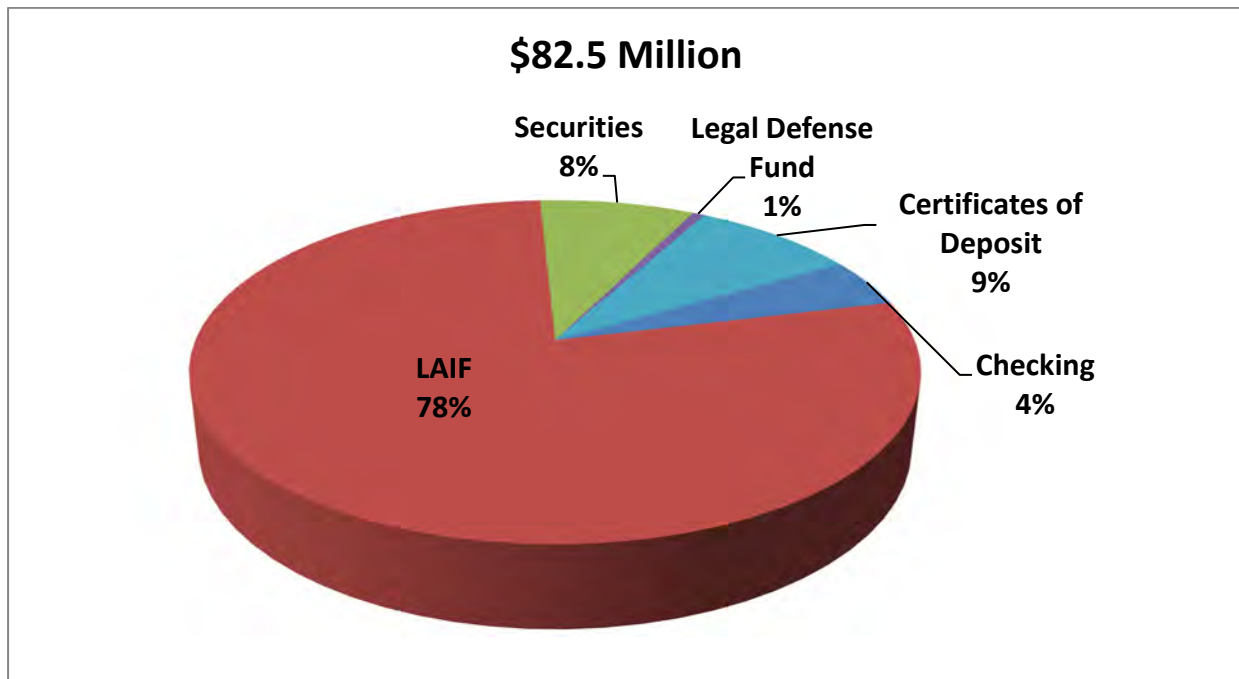
Favorable

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Member Contributions	\$2,261,410	\$2,261,410	\$2,261,410	\$-
Other Agency Contributions	1,324,212	1,308,025	1,280,764	(27,261)
Discharge Fees	12,405,112	11,354,869	11,924,364	569,495
Interest & Investments	673,000	533,584	2,403,919	1,870,335
Use of Reserves	1,870,013	1,714,178	14,540	(1,699,638)
Lease Capacity Revenue	-	-	331,292	311,292
Other	1,078,085	172,595	144,681	(27,914)
Operating Transfers	120,320	120,320	120,320	-
Grant Proceeds	2,359,785	1,616,295	1,719,288	102,993
Total	\$22,091,937	\$19,081,276	\$20,200,578	\$1,119,302

Budget to Actual Revenues by Source



Total Cash & Investments



Reserve Fund Balance

	Amount
General Fund	\$1,314,174
Building Fund	802,729
OWOW Fund	4,118,021
Roundtable Fund	3,227,570
Debt Retirement	3,108,588
Pipeline Replacement & Capital Investment	38,016,009
OC San Pipeline Rehabilitation	3,133,738
Pipeline Capacity Management	13,220,214
OC San Future Treatment & Disposal Capacity	2,024,057
YVWD Treatment Purchase	4,520,062
Brine Line Operating Reserve	2,361,615
Brine Line Operating Cash	6,681,023
Total Reserves	\$82,527,800

Legend

Compared to Budget



Ahead or Favorable

Above +5% Favorable Revenue or Expense Variance



On Track

+5% to -2% Variance



Behind

-3% to -5% Variance



Concern

Below -5% Variance

Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.

Both expenses and revenues are favorable with the budget.
