REGULAR COMMISSION MEETING
TUESDAY, FEBRUARY 7, 2017 – 9:30 A.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Susan Lien Longville, 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).
4. 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: JANUARY 17, 2017 ......................................................5
      Recommendation: Approve as posted.
5. WORKSHOP DISCUSSION AGENDA
   A. INLAND EMPIRE BRINE LINE – JANUARY 2017 STORM IMPACTS (CM#2017.15) .............13
      Presenter: Carlos Quintero
      Recommendation: Receive and file.
   B. INLAND EMPIRE BRINE LINE REACH V REHABILITATION AND IMPROVEMENT PROJECT – PHASE 1 (CM#2017.16) ..............................................................................................................19
      Presenter: David Ruhl
      Recommendation: Receive and file.
6. NEW BUSINESS
   A. APPROVAL OF A SECOND MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES FOREST SERVICE (CM#2017.14) .................................................................27
      Presenter: Ian Achimore
      Recommendation: Authorize the General Manager to enter into a Memorandum of Understanding with the United States Forest Service (Forest Service) to plan and develop projects within the Santa Ana River Watershed.
B. **COMMISSIONER COMPENSATION (CM#2017.17)**
   
   **Presenter:** Larry McKenney
   
   **Recommendation:** Direct staff to set a public hearing at the next Commission meeting to consider a proposed updated ordinance authorizing the increase in the amount of compensation paid to Commissioners, to supersede Ordinance 1997-2; a proposed new policy on Commissioner Compensation; and a proposed amendment to the 1975 Joint Powers Agreement regarding Commissioner compensation.

C. **NOMINATION OF KATHLEEN J. TIEGS TO THE ACWA JPIA EXECUTIVE COMMITTEE (CM#2017.18)**
   
   **Presenter:** Celeste Cantú
   
   **Recommendation:** Consider adopting Resolution No. 2017-02 concurring in the nomination of Kathleen J. Tiegs to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (“ACWA JPIA”).

D. **RESOLUTION OF COMMENDATION TO STATE WATER BOARD VICE CHAIR FRAN SPIVY-WEBER**
   
   **Presenter:** Celeste Cantú
   
   **Recommendation:** Adopt Resolution No. 2017-03 honoring Frances Spivy-Weber for dedicated service to the State Water Resources Control Board.

E. **RESOLUTION SUPPORTING CALIFORNIA WATER FIX AND ECO RESTORE (CM#2017.19)**
   
   **Presenter:** Larry McKenney
   
   **Recommendation:** Adopt Resolution No. 2017-04 supporting the preferred alternative of the California Water Fix and California Eco Restore.

7. **INFORMATIONAL REPORTS**
   
   **Recommendation:** Receive and file the following oral/written reports/updates.

   A. **CHAIR’S COMMENTS/REPORT**

   B. **COMMISSIONERS’ COMMENTS**

   C. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

8. **CLOSED SESSION**

   A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)**
      
      Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

9. **ADJOURNMENT**
PLEAS NOTE:
Americans with Disabilities Act: Meeting rooms are wheelchair accessible. If you require any special disability related accommodations to participate in this meeting, please contact (951) 354-4220 or kberry@sawpa.org. 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.org, subject to staff’s ability to post documents prior to the meeting.

Declaration of Posting
I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Wednesday, February 1, 2017, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted in SAWPA’s office at 11615 Sterling Avenue, Riverside, California.

/s/
Kelly Berry, CMC

<table>
<thead>
<tr>
<th>2017 SAWPA Commission Meetings</th>
<th>Events</th>
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<tr>
<td>First and Third Tuesday of the Month; unless otherwise noticed,</td>
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<td>all Commission Workshops/Meetings begin at 9:30 a.m. and are held at SAWPA.)</td>
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<tr>
<td>1/3/17</td>
<td>Commission Workshop</td>
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<td>1/10/17</td>
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<td>Commission Workshop</td>
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<td>5/9 – 5/12 ACWA Spring Conference, Monterey</td>
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<td>5/25/17</td>
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<td>No Meeting (Independence Day)</td>
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<td>11/28 – 12/1 ACWA Fall Conference, Anaheim</td>
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The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:31 a.m. by Acting Vice Chair Longville at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

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

2. **ROLL CALL**
   Roll call was duly noted and recorded by the Clerk of the Board.

3. **PUBLIC COMMENTS**
   There were no public comments.

4. **WELCOME NEW SAWPA COMMISSIONERS**
   The following were welcomed to the SAWPA Commission:
   - Susan Lien Longville, Commissioner, representing SBVMWD
   - Kati Parker, Alternate Commissioner, representing IEUA
   - Gil Navarro, Alternate Commissioner, representing SBVMWD. Mr. Navarro was also recognized as the Pillar Leader for the Disadvantaged Communities Involvement Program.

5. **CONSENT CALENDAR**
   A. **APPROVAL OF MEETING MINUTES: JANUARY 3, 2017**
   B. **APPROVAL OF MEETING MINUTES: JANUARY 10, 2017**
   B. **TREASURER’S REPORT – DECEMBER 2016**

   **MOVED**, approve the Consent Calendar.
   Result: **Adopted (Unanimously; 4-0-1)**
   Motion/Second: Anthony/Hall
   Ayes: Anthony, Hall, Longville, Sullivan
   Nays: None
   Abstentions: Dennstedt
   Absent: None
6. **NEW BUSINESS**

A. **ROTATION OF OFFICERS AND COMMISSION APPOINTMENTS (CM# 2017.6)**

SAWPA Resolution No. 355 calls for the rotation of officers at a meeting in January of each odd-numbered year, stating that it is the non-binding intention of the Commission to rotate the positions of Chair, Vice Chair and Secretary-Treasurer among the member agencies. In keeping with the historical rotation, the officer rotation among the member agencies would be as follows: Chair, SBVMWD; Vice Chair, EMWD; Secretary-Treasurer, IEUA. Commissioner Sullivan moved that the Commission follow the historical rotation of officers.

**MOVED,** follow the historical rotation of officers and appoint Susan Lien Longville as Chair, Ronald W. Sullivan as Vice Chair, and Jasmin A. Hall as Secretary-Treasurer.

Result: **Adopted (Unanimously; 5-0)**

Motion/Second: Sullivan/Anthony

Ayes: Anthony, Dennstedt, Hall, Longville, Sullivan

Nays: None

Abstentions: None

Absent: None

Other Commission Appointments – OCSD/SAWPA Joint Policy Committee

Ed Killgore had served on the OCSD/SAWPA Joint Policy Committee, along with Commissioner Sullivan who noted his desire to continue serving on the Committee. Commissioner Hall was invited to replace Mr. Killgore and agreed to serve on the Committee.

**MOVED,** reappoint Ronald W. Sullivan and appoint Jasmin A. Hall to the OCSD/SAWPA Joint Policy Committee.

Result: **Adopted (Unanimously; 5-0)**

Motion/Second: Anthony/Dennstedt

Ayes: Anthony, Dennstedt, Hall, Longville, Sullivan

Nays: None

Abstentions: None

Absent: None

Other Commission Appointments – LESJWA Representative

The Commission is required by the JPA creating the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) to appoint one SAWPA Commissioner to their Board of Directors to represent SAWPA for a two-year term. The current representative, Brenda Dennstedt, noted her desire to continue serving on the LESJWA Board.

**MOVED,** adopt Resolution No. 2017-01 appointing Brenda Dennstedt to the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) Board of Directors as the SAWPA representative.

Result: **Adopted (Unanimously; 5-0)**

Motion/Second: Sullivan/Anthony

Ayes: Anthony, Dennstedt, Hall, Longville, Sullivan

Nays: None

Abstentions: None

Absent: None
B. **UPDATE OF OWOW INTEGRATED REGIONAL WATER MANAGEMENT PLAN (IRWMP) (CM#2017.7)**

Mike Antos provided a PowerPoint presentation on the OWOW IRWM Plan update. SAWPA recently submitted a Proposition 1 IRWM Planning Grant request for $250,000 to DWR to support the OWOW Plan update 2018 project. In December, DWR notified SAWPA the request was recommended for the full funding requested, and advised their final decision would be forthcoming in January 2017. The OWOW 2.0 Plan must be updated to comply with the 2016 IRWM Plan Standards; Standards compliance is a requirement for any projects seeking to receive IRWM Proposition 1 funding.

SAWPA will lead the OWOW Plan update 2018 project beginning in February 2017. The OWOW Steering Committee and OWOW Pillars will be engaged in this process, ensuring compliance with the 2016 Plan Standards. Commissioners Sullivan and Anthony requested future public hearing notifications also be published in a newspaper of general circulation in Orange County.

Chair Longville opened the public hearing to receive public comments. There were no public comments. Chair Longville closed the public hearing and called for a motion.

**MOVED,** direct staff to update the OWOW Plan, bringing the Plan in compliance with 2016 IRWM Plan Standards to meet eligibility for Proposition 1 IRWM funding.

*Result:* Adopted (Unanimously; 5-0)

*Motion/Second:* Anthony/Hall

*Ayes:* Anthony, Dennstedt, Hall, Longville, Sullivan

*Nays:* None

*Abstentions:* None

*Absent:* None

C. **BASIN MONITORING PROGRAM TASK FORCE – CONSULTANT SUPPORT (CM#2017.8)**

Mark Norton provided a PowerPoint presentation on consultant support for the Basin Monitoring Program Task Force. A competitive RFP process was conducted and three proposals were submitted. Interviews were conducted of all three firms by a team of three Task Force agencies across the watershed, Regional Board staff, and SAWPA staff. Geoscience was unanimously recommended. These consultant services are fully supported and funded by the Basin Monitoring Task Force agency members. Commissioner Sullivan requested to be provided with a map showing where collection samples will be taken, voicing an interest in the data collected and how it is integrated into a report.

**MOVED,** approve an Agreement for Services and Task Order GEOS374-01 with Geoscience for the amount not-to-exceed $249,800 to prepare the Santa Ana River Waste Load Allocation Model Update.

*Result:* Adopted (Unanimously; 5-0)

*Motion/Second:* Anthony/Dennstedt

*Ayes:* Anthony, Dennstedt, Hall, Longville, Sullivan

*Nays:* None

*Abstentions:* None

*Absent:* None
D. **FYE 2018 AND 2019 BUDGET GOALS AND OBJECTIVES (CM#2017.9)**

Karen Williams provided a PowerPoint presentation, the first of many upcoming presentations during the budget process. Williams reviewed the goals and objectives of SAWPA’s three business lines, as well as SAWPA operations (General Fund activities) goals and objectives. General Fund activities include day-to-day operations of the JPA. Commissioner Sullivan requested future reports indicate the activities/expenses not included in the three business lines.

Brine Line Goals and Objectives for Operations and Capital Projects were reviewed. Operations will be increasing in-house field staff capability/equipment in order to reduce reliance on contractors, increase efficiency and reduce costs. Commissioner Sullivan asked for a list of everything for which SAWPA would no longer contract and would instead be handled by in-house field staff.

OWOW Goals & Objectives for the eight funding areas within OWOW were reviewed.

- Fund 373 OWOW Plan
- Fund 370-01 General Basin Planning
- Fund 370-02 USBR Partnership Studies
- Fund 397 Water Energy Grant (WECAN)
- Fund 398 Prop 1 Disadvantaged Communities Involvement Program
- Fund 130-145 Prop 84 Grant Administration
- Fund 504-301 Prop 84 Drought Round Capital Projects [PA 22 Committee]
- Fund 504-401 Prop 84 2015 Round SARCCUP [PA 23 Committee]

Commissioner Sullivan requested a budget allocation for SAWPA’s portion over the next five years. Commissioner Hall requested a monetary breakdown of the funding source for each of these eight projects; specifically, Member Agency Contributions. Commissioner Sullivan requested clarification on whether Member Agency Contributions are required matching funds or part of member agency annual contributions to SAWPA. Williams clarified it is member agency annual contributions to SAWPA. Commissioner Sullivan noted his concern funding might be allocated for the same item, such as basin monitoring, under more than one fund and accordingly requested future clarification.

Roundtable Goals & Objectives were reviewed.

- Fund 372 Imported Water Recharge
- Fund 374 Basin Monitoring Program TF
- Fund 381 SAR Fush Conservation TF
- Fund 384-01 MSAR TMDL TF
- Fund 386 RWQ Monitoring TF
- Fund 387 Arundo Management & Habitat Restoration
- Fund 392 Emerging Constituents TF
- Fund 396 Forest First

Commissioner Sullivan requested future reports include the balance in each fund. Williams advised the financial information in the agenda packet does include a list of reserves and cash/investment balances for each fund; she will also include the balance in future presentations. Commissioner Sullivan requested future reports also set forth why this work is done, what is accomplished by this work, and how/to whom any resulting work product is disseminated; he stated his desire that part of this budget process should be agreement of priorities.

Williams advised she would bring back to the Commission budget information for the three business lines and the general fund, each at a separate meeting. Commissioner Sullivan suggested the Brine Line business line should be discussed first.
This item was for informational purposes; no action was taken on Agenda Item No. 6.D.

E. **PROP 84 STATUS PROJECTS STATUS UPDATE – ALL ROUNDS**

Nicole Weideman provided a PowerPoint presentation with a Proposition 84 Projects Status Update. This was a broad update on progress of all projects, both financially and schedule related, on Proposition 84 Round 1, Round 2, Drought Round and 2015 Round.

As a result of discussions during a recent General Managers meeting, Weideman’s presentation had been revised since the posting of the agenda packet. Chair Longville requested staff provide the revised presentation the Commission.

This item was for informational purposes; no action was taken on Agenda Item No. 6.E.

F. **INLAND EMPIRE BRINE LINE, TIME EXTENSION FOR TEMPORARY DISCHARGE OF DOMESTIC WASTEWATER FROM THE CHINO PRESERVE (IEUA)**

(RM#2017.10)

Rich Haller provided an oral presentation with a recommendation to extend an agreement between SAWPA and IEUA for a continuation of a temporary discharge to allow additional time for the construction of the Pine Avenue Sewer, including the Preserve Lift Station and force main. Once completed, the sewer will convey the domestic wastewater currently being discharged into the Brine Line to IEUA’s regional water recycling plant. Haller emphasized this extension will be through March of 2020. Commissioner Sullivan supported staff’s request, noting his position that this should be the final extension.

MOVED, approve Amendment No. 5 to the “SARI System Treatment and Disposal Capacity and Pipeline Capacity Agreements” between SAWPA and the IEUA, extending the end date for the Chino Preserve Development temporary domestic connection from March 2017 to March 2020 (3 years).

Result: Adopted (Unanimously; 5-0)

Motion/Second: Anthony/Sullivan

Ayes Anthony, Dennstedt, Hall, Longville, Sullivan

Nays: None

Abstentions: None

Absent: None

G. **PROJECT AGREEMENT 23 FIRST AMENDMENT AND RESTATEMENT**

(RM#2017.13)

Larry McKenney provided an oral presentation and background on Project Agreement 23 (PA 23). PA 23 was executed in June 2016 to implement the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP), and expressly created a PA 23 Committee. The proposed amendment to PA 23 removes the project committee concept and leaves PA 23 administration to the oversight of the SAWPA Commissioners, simplifies the budget process description, and allows deletion of several provisions regarding financial responsibilities of committee members that are required by SAWPA policy for project committees. The amendment will place oversight responsibility for PA 23 on the SAWPA Commission and free the general managers to perform their respective roles in implementing SARCCUP without Brown Act formalities of a project committee.

Commissioner Sullivan stated it was his understanding EMWD staff had yet to review the final version of the proposed amendment, and recommended staff obtain consensus of the member agencies prior to consideration by the Commission. Commissioner Sullivan suggested a revised motion that
the proposed amendment first be provided to the general managers for review and comment and then brought back before the Commission for consideration; Commissioner Anthony seconded the revised motion. Chair Longville concurred.

There was a recommendation from Paul Jones that the amendment first be considered by the PA 23 Committee. McKenney noted that as a matter of formality, the jurisdiction of the PA 23 does not include revising its own agreement. That is a matter between the Commission and the member agency boards. Functionally, it is the same discussion with the general managers.

MOVED, that the proposed First Amended and Restated Project Agreement 23 be provided to the general managers for review and comment and then brought before the Commission for consideration.

Result: Adopted (Unanimously; 5-0)
Motion/Second: Sullivan/Anthony
Ayes Anthony, Dennstedt, Hall, Longville, Sullivan
Nays: None
Abstentions: None
Absent: None

7. INFORMATIONAL REPORTS
The following oral/written reports/updates were received and filed.

A. CASH TRANSACTIONS REPORT – NOVEMBER 2016

B. INTER-FUND BORROWING – NOVEMBER 2016 (CM#2017.11)
Commissioner Sullivan noted that in the aggregate we can only borrow $250,000 yet the amount is $686,000. Cantú agreed, noting the policy directs that the Commission be informed if the amount exceeds $250,000, which is why the information is provided. Cantú noted this is a result of DWR’s delay in reimbursing monthly grant requests. We generally pay on a 30-day basis, but DWR reimburses us on a 90-day basis. This is paid out of General Fund reserves.

Commissioner Sullivan asked why LESJWA is behind. Karen Williams responded we accumulate the costs for the entire month, which are then billed on the first day of the following month.

Commissioner Sullivan noted the JPA states if a receivable is over 60 days, SAWPA can assess a 10% penalty and this may be something we want to address if it is more than 120 days past due. Williams noted that with regard to the Brine Line expenses we are already a month behind when the bills are sent out due to staff awaiting the lab data from the different agencies and our own information before we can compile and send the billings.

C. PERFORMANCE INDICATORS/FINANCIAL REPORTING – NOVEMBER 2016 (CM#2017.12)
On the Labor Hours Budget vs Actual table (page 144 of the agenda packet) Commissioner Sullivan questioned the percentage of Fund 100 General & Administrative and requested more detailed information in future reports.

D. SAWPA ROUNDTABLE STATUS REPORT FOR THE FIRST QUARTER ENDING DECEMBER 31, 2016

E. OWOW STATUS REPORT FOR THE FIRST QUARTER ENDING DECEMBER 31, 2016

F. STATUS REPORT – 2017 OWOW CONFERENCE (May 25 | Ontario Convention Center)

G. GENERAL MANAGER’S REPORT
H. SAWPA GENERAL MANAGERS MEETING NOTES

I. STATE LEGISLATIVE REPORT

J. CHAIR’S COMMENTS/REPORT
Chair Longville announced the Brine Line Bypass Pipeline Removal celebration will take place on January 20, 2017, in the City of Corona.

K. COMMISSIONERS’ COMMENTS
There were no further Commissioners’ comments.

L. COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS
Commissioner Sullivan noted SAWPA’s JPA states if a receivable is over 60 days, SAWPA can thereafter assess a 10% penalty; this may be something we want to address if it is more than 120 days. It was recommended this be considered as a future agenda item.

Commissioner Sullivan suggested sending a letter of support on behalf of SAWPA regarding the California Water Fix. Commissioner Anthony concurred. Staff was directed to prepare a draft letter and/or resolution for consideration by the Commission at a future meeting.

8. CLOSED SESSION
Larry McKenney noted the Commission would discuss Agenda Item No. 8.A., and that no action was anticipated. At 11:00 a.m., Chair Longville recessed the meeting to Closed Session. Designated personnel essential to the discussion of Agenda Item No. 8.A. were present during Closed Session.

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)
Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

Chair Longville resumed Open Session at 11:10 a.m. There was no reportable action.

9. ADJOURNMENT
There being no further business for review, Chair Longville adjourned the meeting at 11:10 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, February 7, 2017.

____________________________________
Susan Lien Longville, Chair

Attest:

____________________________________
Kelly Berry, CMC
Clerk of the Board
COMMISSION MEMORANDUM NO. 2017.15

DATE: February 7, 2017

TO: SAWPA Commission

SUBJECT: Inland Empire Brine Line – January 2017 Storm Impacts

PREPARED BY: Carlos Quintero, Senior Project Manager

RECOMMENDATION
That the Commission receive and file this report on the Inland Empire Brine Line

DISCUSSION
The Southern California region experienced a series of 3 consecutive storms between January 19 and 23, 2017. Besides local flooding and lack of access to some of the Brine Line locations, there were no significant impacts to integrity of the system; however, the access road on Reach 4 was impacted and will require repair.

Western Riverside County Regional Wastewater Authority (WRCRWA) had a 6,200 gallon per minute emergency discharge to the Brine Line on January 22, 2017 due to overloading at the WRCRWA wastewater treatment plant. Due to the high discharge rate, SAWPA staff asked both the Temescal and Arlington desalters to stop their discharge to the Brine Line to reduce the potential of an SSO. The desalters were allowed to discharge once WRCRWA diverted flows away from the Brine Line and into the treatment plant.

The Orange County Sanitation District activated their Code Blue, Code Yellow, Code Orange, and a short period of Code Red as part of their High Flow Emergencies. Under Code Red, SAWPA requires major Brine discharges to stop (groundwater desalters and power plants).

OCSD will declare Code Blue when there is an expected storm with and more than 1 inch of rain anticipated within 3 days; Code Yellow is declared when the OCSD outfall has more than 30 MGD than normal, flows to Plant #1 are 50 MGD above normal, and flows to Plant #2 are more than 75 MGD above normal; Code Orange is declared when flows to the OCSD collection system and Plants #1 and #2 are increasing towards capacity; Code Red is declared when the flow to the OCSD facilities has exceeded maximum capacity; Code Purple is declared when flows are decreasing and operations are reverting back to normal.

SAWPA has implemented procedures prior to storms to ensure that all Maintenance Access Structures (MAS) within the areas with the potential for inundation are sealed. SAWPA’s Brine Line management tools include applications to track the status of sealed MAS (i.e. open/closed). There was no evidence of significant infiltration or inflow into the system.
Additionally, SAWPA holds annual training with Member Agencies’ staff to review response procedures during Brine Line overflow emergencies. The last training effort was held on February 1, 2017.

Brine Line Reach 4B Lower – Sealed MAS on Rincon Road
Brine Line Reach 5 – Temescal Canyon Road, northwest of Lake Street

Brine Line Reach 4A Upper – Section through IEUA RP-2
Brine Line Reach 4A Upper – Pomona Rincon Road

Brine Line Reach 4 – Section through Aliso Creek

Brine Line Reach 4 – Road erosion
CRITICAL SUCCESS FACTORS

1. Minimize disruptions to customers.
5. Protect and preserve the useful life of the Brine Line assets through strategic maintenance, repair, and capital improvements.
8. Operate the Brine Line to: (1) protect the OCSD treatment plant and the environment from non-compliant dischargers, and (2) eliminate any uncontrolled pipeline releases.

RESOURCE IMPACTS
Staff time to monitor impacts to the Brine Line after storms are budgeted under Fund 240 (Brine Line Enterprise)

Attachments: None.
COMMISSION MEMORANDUM NO. 2017.16

DATE: February 7, 2017

TO: SAWPA Commission

SUBJECT: Inland Empire Brine Line Reach V Rehabilitation and Improvement Project – Phase 1

PREPARED BY: David Ruhl, Program Manager

RECOMMENDATION
It is recommended that the Commission receive and file a status report on the Inland Empire Brine Line Reach V Rehabilitation and Improvement Project – Phase 1.

DISCUSSION
The Santa Ana Watershed Project Authority (SAWPA) issued a change order to Weka Inc. (Task 4) to complete the Inland Empire Brine Line Reach V Rehabilitation and Improvement Project – Phase 1 (Project). The work includes the lining of approximately 2.5 miles of the Inland Empire Brine Line in the Temescal Valley, Riverside County, see attached map. The purpose of the project is to rehabilitate the pipeline in locations where extensive investigation has revealed poor compaction and over-deflection of the pipe, which led to the pipe failure and brine spill on October 18, 2011.

The rehabilitation of the Brine Line (Task 4) includes the installation of 9 maintenance access structures, 3 isolation valves, modifications and replacement of 9 air vacuum release valves and 9 blow-off assemblies and the lining of the Brine Line utilizing the cured-in-place pipe (CIPP) method. The project begins at Temescal Canyon Road at Glen Ivy Road and continues northbound on Temescal Canyon Road to Pulsar Court (South of Dos Lagos Road).

Work activities Task 4

A pre-construction meeting was held on January 17, 2017. Since that time the Contractor has been mobilizing equipment to the site, potholing utilities, preparing submittals and preparing the baseline schedule. The project duration is 365 calendar days with a completion date of January 16, 2018.

Work activities Task 3 (Removal of Temporary By-Pass System)

A cutting and removal ceremony was held on January 20, 2017 to celebrate and mark the beginning of the removal of the by-pass system. The temporary by-pass system (about 2 ¼ miles in length) was installed in May 2015 to temporarily by-pass all of the flows in the Brine Line to allow rehabilitation of the Brine Line through the CIPP lining method. Delays in the original contract work along with deficiencies in the work led to the termination of the contractor. Weka Inc. was hired to repair the deficiencies in the work by the terminated contractor and place the Brine Line into service (Task 1 and 2). About 1.5 miles of the Brine Line was placed into service on December 15, 2016 with the remaining ¾ miles placed into service on January 12, 2017.

The ceremony was attended by two SAWPA Commissioners, two City of Corona Council Members, SAWPA staff and representatives of consultants and contractors working on the project. A reporter from the Press Enterprise was present and an article was included in the Sunday January 21st edition of the Newspaper. A copy of the article is attached.
The work includes removal of 2 ¼ miles of the by-pass system including portions installed below ground to avoid intersections, driveways, bus stops and public access. Restoration of the trench includes asphalt paving and landscape restoration where necessary. Removal of the temporary by-pass system and restoration work will be complete in March 2017.

Work Activities Task 1 and 2 (Repair deficiencies, Remove and Replace PVC Pipe)

Contractor has competed the PVC pipe removal and replacement. The final portion of the Brine Line was placed into service on January 12, 2017 with final paving completed on January 17, 2017. Striping of Temescal Canyon Road and various restoration and clean-up activities will continue through early February.

CRITICAL SUCCESS FACTORS
1. Minimize disruptions to customers.
2. Maintain sufficient funding and reserves for current and future Capital and O&M costs through stable, predictable, and affordable rates and charges.
3. Protect and preserve the useful life of Brine Line assets through strategic maintenance, repair, and capital improvements.
4. Operate the Brine Line to: (1) protect the OCSD treatment plant and the environment from non-compliant dischargers, and (2) eliminate any uncontrolled pipeline releases.

RESOURCE IMPACTS
The Project is being funded by the Brine Line Reserve, and is supported by an SRF loan for part of the project cost. SAWPA intends to hold the contractor and the performance bond surety responsible for completing the project within the original bid price.

Attachments:
1. Project Location Map
2. Press Enterprise Article
Reach V Rehabilitation and Improvement Project Phase 1

Task 1 Remove defective liner/PVC pipe and replace with new PVC pipe.
Task 2 Complete CKC deficiencies and place liners 1-10 into service.
Task 3 Remove by-pass system, complete CKC deficiencies.
Task 4 Rehabilitate Brine Line with Cured-In-Place Pipe.
Brine line says bye to bypass

By MICHAEL J. WILLIAMS
2017-01-20 16:06:48

For two years, a large polyethylene pipe has sat by the curb along a 2 1/2 mile stretch of Temescal Canyon Road in southern Corona.

“All of a sudden a big black thing came into the city and people said, ‘What the heck is this?’” Corona Mayor Dick Haley told a small crowd assembled Friday, Jan. 20, at the line’s northern end by Tom Barnes Road.

“This” was a temporary bypass route for a segment of the Inland Empire Brine Line. And it will soon disappear.

The line is a network of pipes conveying saltwater discharge from industrial processes in the region to Orange County, where the brine is treated and released in the ocean. The system, which was launched in the 1970s, protects the river and its tributaries from oversalination.

“I had no idea what a brine line is,” Haley said. “Most people didn’t know what a brine line is.”

A contractor of the Santa Ana Watershed Project Authority, which operates the line, installed the 18-inch diameter bypass so a section of the system’s southern reach -- serving western Riverside County -- could be replaced.

Earlier this month, construction crews finished the first phase of the approximately $13 million project -- the segment between Tom Barnes and Pulsar Court, just beyond Corona’s southern boundary. That set the stage for the bypass line’s removal, which is what city officials, authority representatives and project managers celebrated Friday.

The removal work won’t actually start until at least until the middle of this week because of heavy rain.

Richard Haller, the authority’s executive manager of engineering and operations, said the removal should take about 60 days. Extensive asphalt restoration will be required because sections of the bypass pipe were placed underground to avoid blocking more than 20 intersections and driveways. Motorists along Temescal Canyon could encounter road closures and delays during the work.

Meanwhile, the authority’s contractor will be embarking on the next phase, the replacement of the pipe that extends another 2 1/2 miles south along Temescal Canyon to Glen Ivy Road.

Impetus for the pipe replacement, which should last another 50 to 75 years, stemmed from a rupture and consequent flooding in 2011 near Dos Lagos Road. Haller described the event as a “catastrophic failure.”

“We want to prevent that from happening again,” he said.

Finishing the first phase was delayed about a year because the original company hired to do the job ran into problems, eventually leading to a dispute with the authority over how to finish it. The dispute is subject to pending litigation.

The authority hired WEKA Inc. in Highland to finish the job.
Haley said city officials gladly cooperated with the authority on the replacement project once they understood the significance.

“It’s been an educational process, but we saw that it is helping with the public health of the city of Corona and the environment,” he said.

Contact the writer: 951-368-9690 or michaelwilliams@scng.com
COMMISSION MEMORANDUM NO. 2017.14

DATE: February 7, 2017

TO: SAWPA Commission

SUBJECT: Approval of a Second Memorandum of Understanding with the United States Forest Service

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION

It is recommended that the Commission authorize the General Manager to enter into a Memorandum of Understanding with the United States Forest Service (Forest Service) to plan and develop projects within the Santa Ana River Watershed.

DISCUSSION

SAWPA entered into a five year term Memorandum of Understanding (MOU) with the San Bernardino and Cleveland National Forests on July 19, 2011. The 2011 MOU’s term expired on December 31, 2016. The US Forest Service has requested, and SAWPA staff proposes, entering into a second MOU with the same major provisions and term length with the National Forests to coordinate on the following programs and projects:

- Invasive plant removal including tamarisk and grape (projects ongoing);
- North Main Divide Fuels Reduction Project (currently implemented);
- Water quality monitoring on water bodies listed by the Regional Water Quality Control Board for impairments (ongoing);
- Partnership studies and removal programs for the Polyphagous Shot Hole Borer invasive beetle (studies ongoing; removal programs to be determined);
- Public-private funded forest management projects with downstream utilities funding forest management after downstream benefits are realized through monitoring (timeline to be determined);
- $1,000,000 grant funded OWOW Proposition 84 Round 2 project and the related downstream water benefits analysis in (2017-18);
- One Water One Watershed (OWOW) 2.0 Update (2017-18);
- Santa Ana River Conservancy’s Parkway and Open Space Plan (2017-18);
- Proposition 1 OWOW Implementation Call for Projects (2018 and 2020);
- Santa Ana Watershed Hazardous Fuels Reduction and Forest Health Project updates to environmental documentation (estimated 2019); and
- Other fuel reduction and road maintenance projects (currently planned or ongoing).

The list, which is not included in the MOU, could be continually updated based on new programs and project ideas from SAWPA’s Commission, stakeholders, and the National Forests. The fuels reduction and forest health projects that the Forest Service implements could benefit from local funding as more resources expands the project scopes and benefits downstream water agencies. The two fuels reduction projects listed above could become research partnerships as SAWPA could assist by bringing on
researchers to study the effects of fuels reduction on water supply, environmental benefits, and sediment reduction. Those effects could be quantified which could lead to grant applications, bringing further resources to the watershed’s headwater areas.

The MOU also allows the Forest Service to apply for funding. It also serves as an umbrella agreement giving not just SAWPA but the SAWPA member agencies an ability to partner with the National Forests on their own programs such as Santa Ana sucker fish reintroduction projects.

BACKGROUND
Approximately 30% of the land area in Santa Ana River Watershed is under Federal jurisdiction and nearly 90% of these lands are managed by the Forest Service. Most of these lands are found in the San Bernardino and Cleveland National Forests. As the 2003 and 2013 fires demonstrated, management decisions made on the forest have a direct impact on the quality and quantity of water available for use downstream.

To date, the Forest First partnership’s major accomplishments include:
- SAWPA’s Valuation of Benefits of Forest Management Practices in the Santa Ana Watershed (Released in 2012);
- The San Bernardino National Forest’s success in acquiring a $1,000,000 Proposition 84 Round 2 grant to reduce fuels in Bluff Mesa, repair stream crossings south of Running Springs and study the downstream benefits (Grant agreement signed in 2014);
- Acquiring the assistance of UC Irvine researcher Dr. Michael Goulden to evaluate the water supply benefit of the $1,000,000 Proposition 84 Round 2 Project in Bluff Mesa (Partnered in 2014);
- Coordinating with the San Bernardino National Forest and the US Department of Agriculture Agricultural Research Service to demonstrate the on-site conversion of woody debris to biomass (Partnered in 2015).

CRITICAL SUCCESS FACTORS
- SAWPA has a strong reputation as a watershed-wide, knowledgeable, neutral and trusted facilitator, leader, and administrator of contracted activities.
- Goals, scope, costs, resources, timelines, and the contract term are approved by the Commission before executing an agreement to participate in a roundtable group.
- Clear upfront criteria and terms for completing or transitioning efforts that have been successfully established or completed.
- Report and use results of roundtable’s work, leverage information and involvement for the benefit of SAWPA, its members, and other stakeholders.
- Adequate professional staff and resources to effectively provide facilitation, management, administrative and technical support to collaborative work efforts.
RESOURCE IMPACTS
Funding necessary to update the MOU is provided by the Basin Planning General Fund shown in the SAWPA two year budget for Fiscal Years Ending 2016 and 2017. The amount of funding to complete the preparation of this MOU and develop program and projects with the US Forest Service reflects approximately $2,300 from the Basin Planning General Fund.

Attachments:
1. July 19, 2011 MOU
2. February 7, 2017 MOU
3. Forest Lands in the Santa Ana River Watershed Map
MEMORANDUM OF UNDERSTANDING
Between The
SANTA ANA WATERSHED PROJECT AUTHORITY
And The
USDA, FOREST SERVICE
SAN BERNARDINO NATIONAL FOREST
AND
CLEVELAND NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Santa Ana Watershed Project Authority, hereinafter referred to as “SAWPA,” and the USDA, Forest Service, San Bernardino National Forest and the Cleveland National Forest, hereinafter referred to as the “U.S. Forest Service.”

Title: Enhancing and restoring forest health and watershed function to cooperatively protect Santa Ana River Watershed water supplies and infrastructure.

I. PURPOSE: The purpose of this MOU is to document and encourage further cooperation between the parties to proactively improve the health and resiliency of watersheds in the Santa Ana River Watershed that are critical for delivering quality water supplies in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service administers more than 1.1 million acres of National Forest System multiple use lands in southern California within the San Bernardino and Cleveland National Forests. Precipitation in and around the mountains of these national forests provides surface flows and groundwater recharge throughout the watershed via the Santa Ana River and its tributaries. A principal purpose of the Organic Administration Act of 1897 for establishment of the Forest Reserves (predecessor to the National Forest System) was to “secure favorable conditions of water flows.” Management of the public lands for forest and watershed health is a key to providing high quality water for municipal uses. A healthy ecosystem supporting natural hydrologic processes attenuates flood flows, enhances surface and groundwater quality and provides enormous water supply benefits.

The Santa Ana River Watershed provides most of the drinking water for over five million of the Watershed’s residents. In an era of uncertainty about reliable water imports, these local supplies become even more crucial to the southern California’s future.

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

Formed originally in 1968 as a planning agency, SAWPA has effectively served to resolve interagency conflicts, address regional water issues, and support the development of long-term integrated water resource planning through multi-agency agreements and partnerships in the Santa Ana River Watershed.

Along with its partners, SAWPA is well-suited to address complex issues in the Watershed due to its success in conducting numerous collaborative efforts; working closely with Federal, State and local agencies; and obtaining positive results for a variety of complex, water resource programs and projects.

SAWPA convened and administers a planning process known as One Water One Watershed (OWOW) that takes a systems approach to resource management. Through OWOW, the "Forest First" concept that links resource management and stewardship in our headwaters and the local water supply for five million residents was envisioned.

It is in the best interest of SAWPA and local water resource managers to work collaboratively with the Forest Service to ensure that the San Bernardino and Cleveland National Forests have adequate resources needed for ecosystem management within the Santa Ana River Watershed. It is in the best interest of the Forest Service to ensure that resource management decisions benefit the forest and the watershed in its entirety.

The response to the 2003 wildfires, where 185 square miles of national forest and adjacent lands were burned, was an example of such cooperation. Water agency representatives were invited to participate in BAER (Burn Area Emergency Response) Team briefings. With the help of the Forest Service, SAWPA was able to estimate downstream impacts from the fires on water quality, supply and riparian habitat. Together with the Forest Service, SAWPA sought both State and Federal funding to mitigate impacts in the burn area and to downstream water users. Our voices were more effective together than individually.

In consideration of the above premises, the parties agree as follows:

III. SAWPA SHALL:

A. Ensure that water supply and quality concerns are communicated and coordinated with Forest Service staff.
B. Cooperatively identify water management programs and projects that would implement mutually beneficial goals.
C. Based on mutual agreement, provide resource and funding support for programs and projects within the Santa Ana River Watershed of the San Bernardino and Cleveland National Forests through separate agreements identified and prioritized in appropriate operating plans, that restore or protect ecosystem function.

IV. THE U.S. FOREST SERVICE SHALL:

A. Communicate and coordinate with the Santa Ana River Watershed stakeholder community via SAWPA regarding Santa Ana River Watershed issues and concerns.
B. Cooperatively identify water management programs and projects that would implement mutually beneficial goals.
C. Oversee and administer all work done within National Forest System lands including the planning and survey work needed to ensure that all activities meet applicable laws and regulations.
D. Conduct and monitor, with partners, forest and watershed improvement programs and projects throughout the Santa Ana River Watershed.
E. Provide appropriate resource and funding support for programs and projects within the Santa Ana River Watershed of the San Bernardino and Cleveland National Forests as it becomes available through separate agreements identified and prioritized in suitable operating plans to restore protect ecosystem function.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. Santa Ana Watershed Project Authority will meet regularly with Forest Service Staff to identify mutually beneficial management strategies and to develop joint projects when appropriate.

B. Both agencies will participate actively in resource management planning efforts under taken by both parties.

C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Cooperator Contacts:**

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
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<td>Celeste Cantu</td>
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</tbody>
</table>
Principal U.S. Forest Service Contacts:

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<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
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<tbody>
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<td>FAX: (909) 383-5770</td>
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<td>Email: <a href="mailto:mniejra@fs.fed.us">mniejra@fs.fed.us</a></td>
<td>Email: <a href="mailto:bharris@fs.fed.us">bharris@fs.fed.us</a></td>
</tr>
</tbody>
</table>

D. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.

E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or SAWPA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To SAWPA, at SAWPA’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or SAWPA from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of SAWPA’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of SAWPA’s products or activities.

H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.
Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for SAWPA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.

K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
M. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. SAWPA is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"...of the U.S. Forest Service, Department of Agriculture,..."

SAWPA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. SAWPA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

N. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** SAWPA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

O. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** SAWPA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

>In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

P. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

Q. **DEBARMENT AND SUSPENSION.** SAWPA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded,
debarred, or suspended from entering into covered transactions with the federal
government according to the terms of 2 CFR Part 180. Additionally, should
SAWPA or any of their principals receive a transmittal letter or other official
Federal notice of debarment or suspension, then they shall notify the U.S. Forest
Service without undue delay. This applies whether the exclusion, debarment, or
suspension is voluntary or involuntary.

R. MODIFICATIONS. Modifications within the scope of this MOU must be made
by mutual consent of the parties, by the issuance of a written modification signed
and dated by all properly authorized, signatory officials, prior to any changes
being performed. Requests for modification should be made, in writing, at least
30 days prior to implementation of the requested change.

S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the
date of the last signature and is effective through 12/31/16 at which time it will
expire, unless extended by an executed modification, signed and dated by all
properly authorized, signatory officials.

T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies
that the individuals listed in this document as representatives of the individual
parties are authorized to act in their respective areas for matters related to this
MOU. In witness whereof, the parties hereto have executed this MOU as of the
last date written below.

CELESTE CANTU, General Manager
Santa Ana Watershed Project Authority

WILLIAM METZ, Forest Supervisor
U.S. Forest Service, Cleveland National Forest

JODY NOIRON, Forest Supervisor
U.S. Forest Service, San Bernardino National Forest

July 19, 2011

6/16/2011

7/19/11

Date

Date

Date
The authority and format of this instrument have been reviewed and approved for signature.

Bonnie Harris
U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (866) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

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P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

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TERRY CATLIN, Chair
Santa Ana Watershed Project Authority

Date 07/19/11
MEMORANDUM OF UNDERSTANDING
Between The
SANTA ANA WATERSHED PROJECT AUTHORITY
And The
USDA, FOREST SERVICE
SAN BERNARDINO NATIONAL FOREST
AND
CLEVELAND NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Santa Ana Watershed Project Authority, hereinafter referred to as “SAWPA,” and the United States Department of Agriculture (USDA), Forest Service, San Bernardino National Forest and the Cleveland National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: This MOU continues the relationship between SAWPA and the U.S. Forest Service that has been in place since 2011. This agreement replaces and supersedes agreement number 11-MU-11051200-018 which terminated on 12/31/2016.

Title: 2017 Santa Ana River Watershed MOU

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to proactively improve the health and resiliency of the sub-watersheds of the Santa Ana River Watershed that are critical for delivering quality water supplies to neighboring communities in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service manages more than 1.1 million acres of National Forest System multiple use lands in Southern California within the San Bernardino and Cleveland National Forests. Precipitation in and around the mountains of these national forests provide surface flows and groundwater recharge throughout the watershed via the Santa Ana River and its tributaries. A principal purpose of the Organic Administration Act of 1897 for establishment of the Forest Reserves (predecessor to the National Forest System) was to “secure favorable conditions of water flows.” Management of the public lands for forest and watershed health is a key to providing high quality water for municipal uses. A healthy ecosystem supporting natural hydrologic processes attenuates flood flows, enhances surface and groundwater quality and provides enormous water supply benefits.
According to the One Water One Watershed 2.0 Plan, the watershed’s approximately 5.9 million residents rely on precipitation stored as groundwater to provide about 50% of the water supply. In an era of uncertainty about reliable water imports, these local supplies become even more crucial to southern California’s future.

SAWPA is a joint powers authority of five member agencies:

- Eastern Municipal Water District
- Inland Empire Utilities Agency
- Orange County Water District
- San Bernardino Valley Municipal Water District
- Western Municipal Water District

Formed originally in 1968 as a planning agency, SAWPA has effectively served to resolve interagency conflicts, address regional water issues, and support the development of long-term integrated water resource planning through multi-agency agreements and partnerships in the Santa Ana River Watershed.

Along with its partners, SAWPA is well-suited to address complex issues in the Watershed due to its success in conducting numerous collaborative efforts; working closely with Federal, State and local agencies; and obtaining positive results for a variety of complex, water resource programs and projects.

It is in the best interest of SAWPA and local water resource managers to work collaboratively with the U.S. Forest Service to ensure that the San Bernardino and Cleveland National Forests have adequate resources needed for ecosystem management within the Santa Ana River Watershed.

In consideration of the above premises, the parties agree as follows:

### III. SAWPA SHALL:

A. Ensure that water supply and quality concerns are communicated and coordinated with U.S. Forest Service staff.

B. Cooperatively identify water management programs and projects that would implement mutually beneficial goals.

C. Based on mutual agreement, provide resource and funding support for programs and projects within the Santa Ana River Watershed of the San Bernardino and Cleveland National Forests through separate agreements identified and prioritized in appropriate operating plans, that restore or protect ecosystem function.

### IV. THE U.S. FOREST SERVICE SHALL:
A. Communicate and coordinate with the Santa Ana River Watershed stakeholder community regarding Santa Ana River Watershed issues and concerns.

B. Cooperatively identify water management programs and projects that would implement mutually beneficial goals.

C. Oversee and administer all work done within National Forest System lands including the planning and survey work needed to ensure that all activities meet applicable laws and regulations.

D. Conduct and monitor, with partners, forest and watershed improvement programs and projects throughout the Santa Ana River Watershed.

E. Provide appropriate resource and funding support for programs and projects within the Santa Ana River Watershed of the San Bernardino and Cleveland National Forests as it becomes available through separate agreements identified and prioritized in suitable operating plans to restore/protect ecosystem function.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. SAWPA will meet regularly with U.S. Forest Service Staff to identify mutually beneficial management strategies and to develop joint projects when appropriate.

B. Both agencies will participate actively in resource management planning efforts undertaken by both parties.

C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

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</tr>
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<tbody>
<tr>
<td>Celeste Cantú</td>
<td>Ian Achimore</td>
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<tr>
<td>11615 Sterling Avenue</td>
<td>11615 Sterling Avenue</td>
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<tr>
<td>Riverside Ca 92503</td>
<td>Riverside Ca 92503</td>
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<tr>
<td>Telephone: (951) 354-4229</td>
<td>Telephone: (951) 354-4233</td>
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<tr>
<td>FAX: (951) 688-8030</td>
<td>FAX: (951) 688-8030</td>
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<tr>
<td>Email: <a href="mailto:ccantu@sawpa.org">ccantu@sawpa.org</a></td>
<td>Email: <a href="mailto:iachimore@sawpa.org">iachimore@sawpa.org</a></td>
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Principal U.S. Forest Service Contacts:

<table>
<thead>
<tr>
<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
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<tbody>
<tr>
<td>Mary Beth Najera</td>
<td>Stephen Saelzler</td>
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<tr>
<td>San Bernardino National Forest</td>
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<tr>
<td>602 S. Tippecanoe Ave.</td>
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<tr>
<td>San Bernardino, CA 92408</td>
<td>San Bernardino, CA 92408</td>
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<tr>
<td>Telephone: (909) 382-2720</td>
<td>Telephone: (909) 382-2959</td>
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<tr>
<td>FAX: (909) 383-5770</td>
<td>FAX: n/a</td>
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<tr>
<td>Email: <a href="mailto:mnajera@fs.fed.us">mnajera@fs.fed.us</a></td>
<td>Email: <a href="mailto:ssaelzler@fs.fed.us">ssaelzler@fs.fed.us</a></td>
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<tr>
<td>Jeff Heys</td>
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<tr>
<td>Cleveland National Forest</td>
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<td>10845 Rancho Bernardo Rd. #200</td>
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<td>San Diego, CA 92127</td>
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<td>Telephone: (858) 674-2915</td>
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<tr>
<td>FAX: (858) 673-6192</td>
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<tr>
<td>Email: <a href="mailto:jaheys@fs.fed.us">jaheys@fs.fed.us</a></td>
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D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or SAWPA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To SAWPA, at SAWPA’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or SAWPA from participating in similar activities with other public or private agencies, organizations, and individuals.

F. ENDORSEMENT. Any of SAWPA’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of SAWPA's products or activities.

G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.
Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for SAWPA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

K. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. SAWPA is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The San Bernardino and the Cleveland National Forest of the U.S. Forest Service, Department of Agriculture, is collaborating with the Santa Ana Watershed Association to plan and coordinate watershed management efforts."

SAWPA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. SAWPA is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. SAWPA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU. The U.S. Forest Service shall do the same for support provided by SAWPA.

O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. SAWPA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."
P. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

Q. **DEBARMENT AND SUSPENSION.** SAWPA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should SAWPA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

R. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

S. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through **January 31, 2022** at which time it will expire.

T. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

<table>
<thead>
<tr>
<th>CELESTE CANTU, General Manager</th>
<th>Date</th>
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<tbody>
<tr>
<td>Santa Ana Watershed Project Authority</td>
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</table>

<table>
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<tr>
<th>JODY NOIRON, Forest Supervisor</th>
<th>Date</th>
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<tr>
<td>San Bernardino National Forest</td>
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<table>
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<tr>
<th>WILLIAM METZ, Forest Supervisor</th>
<th>Date</th>
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<tbody>
<tr>
<td>Cleveland National Forest</td>
<td></td>
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</tbody>
</table>
The authority and format of this agreement have been reviewed and approved for signature.

JANET BOOMGARDEN
U.S. Forest Service Grants Management Specialist

1/27/2017
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
COMMISSION MEMORANDUM NO. 2017.17

DATE: February 7, 2017
TO: SAWPA Commission
SUBJECT: Commissioner Compensation
PREPARED BY: Larry McKenney

RECOMMENDATION
That the Commission direct staff to set a public hearing at the next Commission meeting to consider a proposed updated ordinance authorizing the increase in the amount of compensation paid to Commissioners, to supersede Ordinance 1997-2; a proposed new policy on Commissioner Compensation; and a proposed amendment to the 1975 Joint Powers Agreement regarding Commissioner compensation.

DISCUSSION
SAWPA’s 1975 Joint Powers Agreement, as amended in 1984, provides for compensation of Commissioners and Alternate Commissioners (“Commissioners”) for attendance at meetings of the Commission.

Considering the responsibilities undertaken by SAWPA’s Commissioners and the opportunities for Commissioners’ personal involvement in activities to benefit the agency, especially with regard to the One Water, One Watershed process, staff has developed a proposed new Commissioner compensation policy to allow compensation for a greater range of Commissioner activities. The scope of activities that the proposed policy would make compensable is generally consistent with the policies and practices of many other water agencies, including SAWPA’s member agencies.

Implementing the proposed new policy would also require amending the 1975 Joint Powers Agreement to include authority to pay for days of service other than Commission meetings.

In addition, the proposed policy would change the current SAWPA practice of allowing Commissioners to elect whether to be compensated directly by SAWPA or through the Member Agency, with SAWPA reimbursing the agency. The proposal is to simplify the administration of Commissioner compensation by having SAWPA pay all such compensation directly to Commissioners.

Staff has also developed a proposed ordinance for the increase of Commissioner compensation. SAWPA’s current ordinance on this topic is now twenty years old. Moreover, its wording creates some ambiguity with regard to SAWPA’s compliance with current law. It is due for an update.

In order to consider adoption of a new ordinance, the Commission would need to conduct a public hearing after posting legal notice. Staff proposes to post notice of the proposed ordinance immediately following Commission direction and to place a public hearing on the February 21, 2017 meeting agenda.

RESOURCE IMPACTS
Staff will provide information at the meeting on the potential range of costs that could be anticipated from these proposed policy changes, and on the cost impact of possible adjustments to the proposals.
Critical Success Factors:
None developed for this organizational function.

Attachments:
1. Proposed Ordinance No. 2017-01
2. Ordinance 1997-2
3. Proposed Policy No. 17-xxx
4. Proposed Policy No. 17-xxx redline
5. 1975 JPA (excerpt – Section 15)
6. Proposed Amendment No. 6 to 1975 JPA
ORDINANCE NO. 2017-01

AN ORDINANCE OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AUTHORIZING THE INCREASE IN THE AMOUNT OF
COMPENSATION PAID TO COMMISSIONERS

Having conducted a public hearing on February 7, 2017 at 11615 Sterling Avenue, Riverside, California, in order for the public to have the opportunity to be heard to protest against, and to present their respective comments to the Commission of the Santa Ana Watershed Project Authority (SAWPA), the Commission being the governing board of the agency, regarding the proposed adoption of this Ordinance, notice of the public hearing having been published on January 31, 2017, in the Riverside Press-Enterprise, a newspaper printed, published and circulated within the service area of SAWPA, be it ordained by the Commission of SAWPA hereby ordains as follows:

Section 1. In accordance with Section 20202 of the Water Code, on the effective date of this Ordinance the compensation which may be received by the members and alternates of the Commission shall be $200 per day of service, per Section 53232.1 of the Government Code and as defined by the Commission in a publicly adopted policy.

Section 2. Each calendar year following the adoption of this Ordinance, the compensation which may be received by Commissioners shall automatically be increased by 5% ($10) per calendar year beginning in January, 2018, unless the Commission by resolution elects not to receive such an increase. Action by the Commission to resolve not to receive an increase in any one year will not affect the automatic increase the following calendar year.

Section 3. Each Commissioner or Alternate Commissioner shall also be entitled to be reimbursed for reasonable travel expenses, including mileage and meals, incurred in the performance of his or her duties required or authorized by the Commission, not to exceed expenses associated with ten service days in any calendar month, and as further defined in a policy publicly adopted by the Commission.

Section 4. The compensation authorized by this Ordinance shall not exceed payment for a total of ten days of service in any calendar month.

Section 5. In accordance with Section 20204 of the Water Code, this Ordinance shall become effective 60 days from the date of its passage.

Adopted and enacted this 7th day of February, 2017.

SANTA ANA WATERSHED PROJECT AUTHORITY

By______________________________
Susan Longville, Chair
ORDINANCE NO. 1997-2

AN ORDINANCE OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AUTHORIZING THE INCREASE IN THE AMOUNT OF
COMPENSATION PAID TO THE MEMBERS
OF THE BOARD OF COMMISSIONERS

The Commission of the Santa Ana Watershed Project Authority hereby ordains as follows

Section 1. In accordance with Section 20202 of the Water Code, on the effective date of this Ordinance the compensation which may be received by members of the Board of Commissioners shall be increased by 5%

Section 2. Each calendar year following the adoption of this Ordinance, the compensation which may be received by members of the Board of Commissioners shall automatically be increased by 5% per calendar year beginning in January, 1998, unless the Board of Commissioners by resolution elects not to receive such an increase. Action by the Board of Commissioners to make such an election not to receive an increase in any one year will not affect the automatic increase the following calendar year

Section 3. In accordance with Section 71255 of the Water Code, each member of the Board of Commissioners shall also be entitled to be reimbursed for mileage incurred in the performance of his or her duties required or authorized by the Board including mileage to and from Board and Committee meetings not to exceed mileage for 10 days in any calendar month. The mileage paid shall be that which is recognized as a deductible mileage expense under the current rules and regulations of the Internal Revenue Service

Section 4. The compensation authorized by this Ordinance shall not exceed a total of 10 days in any calendar month

Section 5. In accordance with Section 20204 of the Water Code, this Ordinance shall become effective 60 days from the date of its passage

Adopted and enacted this 13th day of May 1997

SANTA ANA WATERSHED PROJECT AUTHORITY

By (Signature)
Wayne F. Holcomb, Chairman of the Commission
Policy Name: Commissioner Compensation, Expense Reimbursement and Ethics Training Policy

History: Supersedes Policy Memorandum No. 06-001, dated January 3, 2006

Application: All SAWPA and Member Agencies Staff, Commissioners and Alternates

PURPOSE:

This Commission Compensation, Expense Reimbursement, and Training Policy provides guidelines required by Government Code, Sections 53232.1 and 53232.2 (effective January 1, 2006 per AB 1234) for the payment of compensation and expenses incurred for agency business and for the mandated ethics training.

BACKGROUND:

SAWPA’s JPA provides for the compensation and reimbursement of expenses for Commissioners and Alternates hereinafter referred to as Commissioners). Ordinance No. 2017-01 sets the rate of compensation and the expenses to be reimbursed. AB 1234 (Chapter 700, Stats. of 2005) requires ethics training that is relevant to compensation and expense reimbursement.

COMPENSATION AND EXPENSES REIMBURSED:

SAWPA shall comply with the requirements and intent of the JPA, its amendments, SAWPA’s Ordinance No. 2017-01, Water Code, Section 20202 and related provisions in a manner that is equitable to its member agencies.

Consistent with Ordinance No. 2017-01, each Commissioner shall receive compensation for each day’s service to the Commission. The following meetings and activities are designated by this policy as “requested by the Commission” and do not require further authorization or ratification for a Commissioner to receive compensation or reimbursement of expenses:

1. Commission meetings and workshops
2. SAWPA Committee meetings
3. Designated representatives of SAWPA attending scheduled meetings of the Lake Elsinore & San Jacinto Watersheds Authority, the SAWPA-OCSD Joint Policy Committee, and the OWOW Steering Committee
4. Representation of SAWPA in conjunction with SAWPA staff at meetings of other agencies in the watershed
5. Participation on SAWPA’s behalf in stakeholder meetings as part of OWOW
6. Designated representatives to non-profit professional organizations or working coalitions in which SAWPA is an active participant.

Other meetings or activities on SAWPA’s behalf may be compensable under this policy if directed or ratified by the Commission at a regularly scheduled meeting.

Meetings or activities that are not eligible for SAWPA compensation or reimbursement include:

1. Social or ceremonial events not pre-approved by the Commission
2. Nonprofit organization events not pre-approved by the Commission
3. SAWPA-sponsored employee events
4. Parades, festivals, funerals, weddings, or holiday events
5. Meetings of partisan political organizations.
Consistent with Ordinance No. 2017-01, SAWPA shall reimburse its Commissioners for actual mileage expenses incurred in the performance of his or her duties required or authorized by the Commission, including mileage to and from Commission and Committee meetings not to exceed mileage for ten (10) days in any calendar month. The mileage paid shall be that which is recognized as a deductible mileage expense under the current rules and regulations of the Internal Revenue Service. Any other expenses incurred by any Commissioner shall be paid by that Commissioner’s member agency based on the current and historical custom and practice.

SAWPA shall include these costs in its annual budget at a level commensurate with the expected costs for such compensation and expense reimbursement, and they shall be identified as Commission Expenses in the budget.

**PROCESS:**

Each January, the CFO shall document the compensation rate to be paid based on the 5% increase provided in Ordinance No. 2017-01, unless a resolution waives the increase. The CFO shall also indicate the current IRS rate for mileage to be paid. This rate will automatically change from time-to-time as the IRS mileage rate changes from time-to-time. As of 2/7/2017, this amount is $0.535 per mile traveled.

Each month by the 10th day of the month, each Commissioner will submit a request for compensation and expense reimbursement to the Clerk of the Board using the attached form or the most recent update of that form. The form may be submitted electronically.

Commissioners’ compensation and reimbursement will be paid by SAWPA by check or direct deposit to each Commissioner with standard accounts payable documentation reflecting the meetings and costs paid. SAWPA will provide Commissioners a Form W-2 for each tax year.

Commissioners may elect not to receive compensation or reimbursement by simply not submitting those payments on the Compensation and Reimbursement Request.

**ETHICS TRAINING:**

Two hours of training every two years are mandated to meet the requirements of Section 53234 of the Government Code. In accordance with the SAWPA formation JPA and amendments, Commissioners are appointed directors or officials of the member agencies. The directors or officials are subject to the same requirements at their home agencies. Subsection 53235.1 (c) permits the training requirement to be met once without regard for the number of agencies on which the Commissioner serves.

Based on these circumstances, no Commissioners will require training as a SAWPA Commissioner, separate from the training provided by their appointing agencies. SAWPA shall rely on its member agencies to retain all records for required training. If a circumstance occurs where training by SAWPA is required, SAWPA’s General Counsel will provide or arrange for training adequate to meet these requirements.
Commissioner Compensation and Reimbursement Request

COMMISSIONER/ALTERNATE NAME: ____________________________

MEMBER AGENCY: _________________________________________

This Update is Effective as of _______________ 20 __

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<th>Meeting Attended and Date</th>
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PURPOSE:

This Commission Compensation, Expense Reimbursement, and Training Policy provides guidelines required by Government Code, Sections 53232.1 and 53232.2 (effective January 1, 2006 per AB 1234) for the payment of compensation and expenses incurred for agency business and for the mandated ethics training.

BACKGROUND:

SAWPA's JPA provides for the compensation and reimbursement of expenses for Commissioners and Alternates (hereinafter referred to as Commissioners). Ordinance No. 1997-22017-01 sets the rate of compensation and the expenses to be reimbursed. The recently enacted AB 1234 (Chapter 700, Stats. of 2005), necessitates this new policy memorandum requires ethics training that is relevant to compensation and expense reimbursement.

COMPENSATION AND EXPENSES REIMBURSED:

SAWPA shall comply with the requirements and intent of the JPA, its amendments, SAWPA's Ordinance No. 2014-997-012, Water Code, Section 20202 and related provisions Government Code, Section 25008 in a manner that is equitable to its member agencies.

Consistent with Ordinance No. 1997-22017-01, each Commissioner and Alternate shall receive compensation for each day's service to the Commission, meeting of the Commission or its Committees attended by each such Commissioner or Alternate. The payment process for such compensation shall be in accordance with the Process section below. The following meetings and activities are designated by this policy as "requested by the Commission" and do not require further authorization or ratification for a Commissioner to receive compensation or reimbursement of expenses:

1. Commission meetings and workshops
2. SAWPA Committee meetings
3. Designated representatives of SAWPA attending scheduled meetings of the Lake Elsinore & San Jacinto Watersheds Authority, the SAWPA-OCSD Joint Policy Committee, and the OWOW Steering Committee
4. Representation of SAWPA in conjunction with SAWPA staff at meetings of other agencies in the watershed
5. Participation on SAWPA’s behalf in stakeholder meetings as part of OWOW
6. Designated representatives to non-profit professional organizations or working coalitions in which SAWPA is an active participant.

Other meetings or activities on SAWPA’s behalf may be compensable under this policy if directed or ratified by the Commission at a regularly scheduled meeting.

Meetings or activities that are not eligible for SAWPA compensation or reimbursement include:

1. Social or ceremonial events not pre-approved by the Commission
2. Nonprofit organization events not pre-approved by the Commission
3. SAWPA-sponsored employee events
4. Parades, festivals, funerals, weddings, or holiday events
5. Meetings of partisan political organizations.

Consistent with Ordinance No. 4997-22017-01, SAWPA shall reimburse its Commissioners and Alternates for actual mileage expenses incurred in the performance of his or her duties required or authorized by the Commission, including mileage to and from Commission and Committee meetings not to exceed mileage for ten (10) days in any calendar month. The mileage paid shall be that which is recognized as a deductible mileage expense under the current rules and regulations of the Internal Revenue Service. Any other expenses incurred by any Commissioner or Alternate shall be paid by that Commissioner’s or Alternate’s member agency based on the current and historical custom and practice.

SAWPA shall compensate and reimburse all Commissioners and Alternates who request compensation and reimbursement. SAWPA shall include these costs in its annual budget at a level commensurate with the expected costs for such compensation and expense reimbursement, and they shall be identified as Commission Expenses in the budget. The baseline FY2005-2006 Budget included $151.04 per meeting for Commission Compensation and Reimbursement, or approximately $16,350 per member agency.

The CFO, or his designee, will document Commission Expenses in the Annual Budget and in future years, this amount will be used to determine any additional Agency billing based on actual costs.
**Policy Name**: Commission Compensation, Expense Reimbursement, and Ethics Training Policy

**Policy Number**: 06-00117-xxx

**Date/Authorized**: 1/3/06 - 2/7/17 - Resolution No. 453xxx

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**SAWPA**
santa ana watershed project authority

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**PROCESS:**

Each January, the CFO or his designee, shall document the compensation rate to be paid based on the 5% increase provided in Ordinance No. 1997-22017-01, unless a resolution waives the increase. As of 1/1/2005, this amount is $147.50 per meeting day, not to exceed 10 meetings per month consistent with the Ordinance. The CFO, or his designee, shall also indicate the current IRS rate for mileage to be paid. This rate will automatically change from time-to-time as the IRS mileage rate changes from time-to-time. As of 2/7/14/2005, this amount is $0.53.

Each month by the 10th day of the month, each Commissioner will submit a request for compensation and expense reimbursement to the Clerk of the Board using the attached form or the most recent update of that form. The form may be submitted electronically.

Commissioners’ compensation and reimbursement will be paid by SAWPA by in one of the following ways, if claimed:

**Payment Preferences**

1. Paid to the Member Agency for distribution
   a. SAWPA will provide a check or wire transfer on a monthly basis to the member agency with accounting reflecting the meeting and costs paid;
   b. SAWPA will bill any costs above the budget on an annual basis.

Paid directly to the Commissioner
SAWPA will provide a check or direct deposit to each Commissioner with standard accounts payable documentation reflecting the meetings and costs paid. SAWPA will provide Commissioners a Form W-2 for each tax year along with tax notices (1099).

SAWPA will bill any costs above the budget on annual basis.

Not-Paid
General Managers, Commissioners, and Alternates may elect not to receive compensation and reimbursement.

Commissioners may elect not to receive compensation or reimbursement by simply not submitting those payments on the Compensation and Reimbursement Request. SAWPA will bill any costs above the budget on an annual basis.

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A SAWPA Commissioner Compensation and Reimbursement Request Form is attached so that Agencies and Commissioners can provide preferences for payment.

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**Ethics Training**

Two hours of training every two years are mandated to meet the requirements of Section 53234 of the Government Code. In accordance with the SAWPA formation JPA and amendments, SAWPA Commissioners are appointed directors or officials of the member agencies. The directors or officials are subject to the same requirements at their home agencies. Subsection 53235.1 (c) permits the training requirement to be met once without regard for the number of agencies on which the Commissioner serves.
Based on these circumstances, no members of the legislative body of SAWPA Commissioners will require training as a SAWPA Commissioner, separate from the training provided by their appointing agencies. SAWPA shall rely on its member agencies to retain all records for required training. If a circumstance occurs where training by SAWPA is required, SAWPA’s General Counsel will provide or arrange for training adequate to meet these requirements.

CM#5742 Policy dw attach 1 final
Commissioner Compensation and Reimbursement Request

COMMISSIONER/ALTERNATE NAME: __________________________________________

MEMBER AGENCY: ______________________________________________________

This Update is Effective as of _______________ 200 __

Indicate for each Commissioner and Alternate the payment preference, if preference 2 is selected indicate an address for tax information (1099) mailing.

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^ Payment Preference:

1. Paid to the Member Agency for distribution
2. Paid directly to the Commissioner
3. Not Paid
15. **Compensation.** Each Commissioner and alternate Commissioner shall receive compensation in an amount not to exceed fifty dollars ($50.00) for each meeting of the Commission attended by him, which amount shall be fixed from time to time by the Commission, but shall not exceed the amount allowed by law for members of the board of a municipal water district pursuant to the Municipal Water District Law of 1911, as it may be amended from time to time. No Commissioner or alternate Commissioner shall receive compensation for more than six (6) meetings in any calendar month. If allowed by the Commission, a Commissioner or alternate Commissioner shall also receive traveling and other expenses incurred by him on Agency business at the request of the Commission.

16. **Public Meetings.** All meetings of the Commission shall be open to the public and shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act being Sections 54950 et seq. of the Government Code.

17. **Rules.** The Commission may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.
AMENDMENT NO. 6 TO THE 1975
JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE SANTA ANA WATERSHED PROJECT AUTHORITY

RECITALS


WHEREAS the Member Agencies of SAWPA desire to amend the Agreement to provide for more effective administration of the governance of SAWPA; and

WHEREAS it is the desire of the Member Agencies to compensate SAWPA Commissioners and Alternate Commissioners for days spent in the service of SAWPA, and to reimburse reasonable travel and meal expenses incurred by the Commissioners and Alternate Commissioners associated with the activities undertaken for SAWPA during those days, within the authority provided by California law;

NOW THEREFOR BE IT RESOLVED that the Commission of SAWPA and the governing boards of each its Member Agencies hereby amend the Agreement as follows:

Section 15 entitled “Compensation” of the Agreement, as amended by Amendment No. 1 to the Agreement in 1984, is hereby amended to supersede the existing language with the following replacement language:

“15. Compensation. Each Commissioner and Alternate Commissioner shall receive compensation for each meeting of the Commission attended and for each additional day’s service as defined and approved by the Commission. The rate of compensation shall be fixed from time to time by the Commission, but shall not exceed the amount allowed by law for members of the board of a municipal water district pursuant to the Municipal Water District Law of 1911 or other applicable statutory provision. No Commissioner or Alternate Commissioner shall receive compensation for more than ten (10) days of service, including Commission meetings, in any calendar month. If allowed by the Commission, a Commissioner or Alternate Commissioner shall also receive traveling and other expenses incurred on Agency business at the request or under the authority of the Commission.”

IN WITNESS WHEREOF, the Member Agencies have executed this Amendment No. 6 on the day and year hereinafter indicated.

//s//

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COMMISSION MEMORANDUM NO. 2017.18

DATE: February 7, 2017

TO: SAWPA Commission

SUBJECT: Nomination of Kathleen J. Tiegs to the ACWA JPIA Executive Committee

PREPARED BY: Celeste Cantú, General Manager

RECOMMENDATION

That the Commission consider adopting Resolution No. 2017-02 concurring in the nomination of Kathleen J. Tiegs to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (“ACWA JPIA”).

DISCUSSION

On January 24, 2017, the Cucamonga Valley Water District (CVWD) Board of Directors nominated Director Kathleen J. Tiegs to the ACWA JPIA Executive Committee. ACWA JPIA Bylaws require the nominating district obtain the concurrence of three member agencies. CVWD has requested SAWPA adopt a supporting resolution. The proposed resolution is attached, as is the Candidate Statement of Kathleen J. Tiegs.

CRITICAL SUCCESS FACTORS

- Maintain strong relationships with watershed agencies.

RESOURCE IMPACTS

None.

Attachments:
1. Resolution No. 2017-2
2. Candidate Statement – Kathleen Tiegs
RESOLUTION NO. 2017-02

A RESOLUTION OF THE COMMISSION OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY (“ACWA JPIA”)

WHEREAS, the Santa Ana Watershed Project Authority (“SAWPA”) is a member of the ACWA JPIA; and,

WHEREAS, the Bylaws of the ACWA JPIA provide that in order for a nomination to be made to the ACWA JPIA Executive Committee, three member districts must concur with the nominating district; and,

WHEREAS, on January 24, 2017, ACWA JPIA member Cucamonga Valley Water District nominated Director Kathleen J. Tiegs to the ACWA JPIA Executive Committee, and has requested SAWPA concur with this nomination.

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Santa Ana Watershed Project Authority hereby concurs with the nomination of Kathleen J. Tiegs of the Cucamonga Valley Water District to the ACWA JPIA Executive Committee.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to transmit a signed original of this resolution to the ACWA JPIA at P.O. Box 619082, Roseville, CA 95661-9082.

ADOPTED this 7th day of February, 2017.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: ________________________________
   Susan Lien Longville, Chair

Attest:

______________________________
Kelly Berry, CMC
Kathleen J. Tieg
Candidate Statement for
Association of California Water Agencies
Joint Powers Insurance Authority (ACWA/JPIA) Executive Committee

Dear ACWA/JPIA Board Members:

I am pleased to share with you my interest in serving on the Executive Committee for ACWA/JPIA. I believe I am prepared and ready for the challenge to help lead the organization as we continue to grapple with providing the best and most cost-effective insurance and employee benefit services to our members.

My experience with the ACWA/JPIA began over 10 years ago when I was appointed by the Cucamonga Valley Water District (CVWD) to serve as their ACWA/JPIA representative. I have also served as the ex-officio member of the Executive Committee in 2015-2016. As part of the Executive Committee I was able to provide the leadership and feedback to staff to ensure they were continuing to uphold the mission of the ACWA/JPIA: “to consistently and cost effectively provide the broadest possible affordable insurance coverage and related services to its member agencies”.

I have served on the CVWD board of directors for approximately 12 years, and have served in the role as both president and vice-president of the board of directors. I am currently a member of the Legislative/Outreach and the Human Resources/Risk Management committees. The Human Resources/Risk Management Committee is responsible for overseeing employee benefits, risk management and safety programs for the organization. At CVWD, we have taken full advantage of all the programs the ACWA/JPIA has to offer to ensure our employees are working in the safest environment possible. Our board of directors has also adopted the Commitment to Excellence Program pledge putting into place best management practices which bolsters our effectiveness for loss prevention and safety.

I currently serve as the President for the Association of California Agencies (ACWA). In my role as president I have focused on increasing my understanding of our members needs so that I may know how to better serve and lead the ACWA organization. I will use this same approach if elected to serve on the ACWA/JPIA Executive Committee.

The election for ACWA/JPIA is scheduled for May 8, 2017 at the conference. Thank you for allowing me to share my experience, leadership and knowledge. I look forward to the opportunity to represent you and your agency. Please feel free to contact me directly at (909) 635-4177 should you have questions or if you would like to support my candidacy.

Thank you in advance for your consideration,
RESOLUTION NO. 2017-03

A RESOLUTION OF THE COMMISSION OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
HONORING
FRANCES SPIVY-SPIVY-WEBER
FOR DEDICATED SERVICE TO THE
STATE WATER RESOURCES CONTROL BOARD

WHEREAS, Frances Spivy-Weber, Vice Chair, was appointed to the State Water Resources Control
Board in 2007; and

WHEREAS, Frances Spivy-Weber has served California for these ten years in two Governors’
Administrations during a period of particularly dynamic water challenges including, a significant extreme
drought; and

WHEREAS, Frances Spivy-Weber during this time balanced conflicting agendas of stakeholders
from all water sectors including agriculture, public trust, urban and environmental needs, and has earned a
reputation for open-minded, even-handed, inclusive policy discussion and formulation; and

WHEREAS, Frances Spivy-Weber has been an enduring and ardent champion for SAWPA and One
Water One Watershed and Watershed management; and

WHEREAS, Frances Spivy-Weber brought to her position at the State Water Board a rich and
insightful experience and store of knowledge from her fruitful work as Executive Director for the Mono Lake
Committee, and with the National Audubon Society and many other organizations; and

WHEREAS, Frances Spivy-Weber’s leadership, passion, and tireless work have had a profound
positive impact in developing the Conservation as a California Way of Life ethic; and

WHEREAS, Frances Spivy-Weber has been an inspiration and instructive example to many in the
California water arena, and she has modeled the use of collaboration as a method to resolve 21st Century
water challenges.

NOW, THEREFORE, BE IT RESOLVED that the Santa Ana Watershed Project Authority thanks
and commends Frances Spivy-Weber for her years of service, leadership and inspiration; and

BE IT FURTHER RESOLVED that the General Manager present this resolution to Frances Spivy-
Weber with our best regards.

ADOPTED this 7th day of February, 2017.

SANTA ANA WATERSHED PROJECT AUTHORITY

By: _______________________________________
      Susan Lien Longville, Chair

Attest:

___________________________________________
      Kelly Berry, CMC
COMMISSION MEMORANDUM NO. 2017.19

DATE: February 7, 2017
TO: SAWPA Commission
SUBJECT: Resolution Supporting California Water Fix and Eco Restore
PREPARED BY: Larry McKenney

RECOMMENDATION
That the Commission adopt the attached Resolution No. 2017-04 supporting the preferred alternative of the California Water Fix and California Eco Restore.

DISCUSSION
Notwithstanding episodic wet and dry conditions, including this winter’s rains, the State Water Project continues to be unreliable, mainly because of environmental conflicts resulting from the need to convey all Project water through the Delta channels. This situation is a product of the State’s failure to complete the Project as designed in the 1960s.

The conflicts, and resulting constraints on the Project, are getting worse. In addition, water quality concerns related to flow variability and sea level rise, and earthquake risks that sea level rise is gradually exacerbating, are significant threats to California’s critical water system.

Following the Delta Legislation in 2009, DWR and the water contractors have invested unprecedented money and effort into developing a Delta solution, resulting in the California Water Fix and California Eco Restore.

Development of the California Water Fix involved the conception and evaluation of many alternatives. Alternative No. 4A is DWR’s preferred alternative as described in the voluminous EIR/EIS, which has been finalized. Commitment to implement California Eco Restore will ensure that the Delta ecosystem will be restored and maintained in a robust enough condition to accommodate larger diversions during wet periods, and thereby reliably produce the best possible average yield.

The Water Fix is the best hope for addressing the problems created by the failure to complete the State Water Project as designed, in order to secure the reliability of Project deliveries as an essential component of the region’s water supply. This spring and summer are likely to be the decisive moment for the State Water Project.

Per Commission request, the attached draft Resolution has been prepared to demonstrate SAWPA’s support for the California Water Fix and Eco Restore.

CRITICAL SUCCESS FACTORS
None developed for this organizational activity.
RESOURCE IMPACTS
None.

Attachments:
1. Draft Resolution No. 2017-04 Supporting California Water Fix and Eco Restore
RESOLUTION NO. 2017-04

A RESOLUTION OF THE COMMISSION OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
SUPPORTING THE
CALIFORNIA WATER FIX AND CALIFORNIA ECO RESTORE

WHEREAS the State Water Project was designed and constructed to be a significant part of the water supply for California, including the Santa Ana River Watershed, and development and planning have proceeded in reliance on the State Water Project; and

WHEREAS even with significant and ongoing investment by the water agencies in the Santa Ana River Watershed in the development of local supplies and increasing water use efficiency, the State Water Project remains and will remain an essential part of the region’s supply portfolio; and

WHEREAS when the State Water Project was constructed, it was not completed as designed, and isolated conveyance across or around the Sacramento-San Joaquin Rivers Delta was not completed; and

WHEREAS in its unfinished form, operation of the State Water Project has unacceptable impacts on fisheries, which has led to the imposition of regulations that are having substantial adverse impacts on supply reliability from the Project; and

WHEREAS the current operation of the State Water Project by moving all Project water through the Delta in surface water bodies is vulnerable to salinity and water pollution; and

WHEREAS the current operation of the State Water Project by moving all Project water through the Delta is highly vulnerable to catastrophic interruption from earthquakes or storms, a risk exacerbated by sea level rise; and

WHEREAS pursuant to a historic legislative package passed in 2009, the State of California recommitted to solving the State’s water supply reliability challenge through the achievement of the coequal goals of solving the State Water Project’s conveyance problem while also addressing the challenging ecological sustainability problems in the Delta; and

WHEREAS the State of California and the State Water Project and Central Valley Project contractors have invested approximately ten years, and more than $250 million, in developing alternatives and completing the most rigorous technical and environmental evaluation ever performed for a water project; and

WHEREAS the preferred alternative proposed by the State of California to improve State Water Project conveyance will address the major problems created by the failure to complete the project as
originally designed, will avoid the most significant environmental conflicts of the current method of operating the State Water Project, and will greatly improve California’s and the Santa Ana River watershed’s drought resilience by allowing higher diversions to storage during occasional wet weather;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Santa Ana Watershed Project Authority that this agency supports California Eco Restore and the California Water Fix Preferred Alternative (No. 4A) as described in the Environmental Impact Report/Environmental Impact Statement.

ADOPTED this 7th day of February, 2017.

SANTA ANA WATERSHED PROJECT AUTHORITY

By:  

Susan Lien Longville, Chair

Attest:  

Kelly Berry, CMC