

# LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

## AGENDA

### BOARD OF DIRECTORS MEETING

#### ELSINORE VALLEY MUNICIPAL WATER DISTRICT

31315 Chaney Street  
Lake Elsinore, California 92531  
951.674.3146 (EVMWD) / 951.354.4247 (LESJWA)

**Thursday, June 20, 2013 – 4:00 p.m.**

#### CALL TO ORDER/PLEDGE OF ALLEGIANCE (Chair Nancy Horton)

**ROLL CALL:** SAWPA\_\_ EVMWD\_\_ CITY OF LAKE ELSINORE\_\_ CITY OF CANYON LAKE\_\_  
COUNTY OF RIVERSIDE\_\_

#### PUBLIC COMMENTS:

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code. Members of the public are requested to provide a public comment notice card to the Board Secretary prior to the Board meeting in order to speak. The public is given a maximum of five minutes to speak on an issue following discussion of an agenda item.

Any person with a disability who requires accommodation in order to participate in this meeting may contact LESJWA Board Secretary, Dawna Munson at 951.354.4247, at least 48 hours prior to the meeting in order to request a disability-related modification.

Materials related to items on this Agenda submitted to the Board after distribution of the agenda packet, are available to the public during regular business hours at the Authority's office: 11615 Sterling Avenue, Riverside, CA 92503.

#### CONSENT CALENDAR

Consent Calendar items are considered routine and non-controversial, to be acted upon by the Board at one time without discussion. If a Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, the request will become the first item of business on the agenda.

- 1.0 MINUTES.....3**  
**RECOMMENDATION:** Approve the Minutes of the Board of Directors meeting held April 18, 2013.
- 1.1 TREASURER'S REPORTS.....7**  
**RECOMMENDATION:** Receive and file financial statements from March and April 2013.
- 1.2 COMMITTEE STATUS REPORT (Memo 720).....19**  
**RECOMMENDATION:** Receive and file a status report from the Education and Outreach Committee meeting held April 10, 2013.

**End of Consent Calendar**

- 2.0 **CANYON LAKE ALUM APPLICATION (Memo 721).....23**  
**RECOMMENDATION:** Approve Task Order No. AQUA160-01 with AquaTechnex, LLC for an amount not-to-exceed \$488,490 to apply alum to Canyon Lake from 2013-2015.
  
- 3.0 **REGULATORY STRATEGIST/ TMDL COMPLIANCE SUPPORT SERVICES (Memo 722).....47**  
**RECOMMENDATION:** Approve Task Order No. RISK160-07 with Tim Moore of Risk Sciences for an amount not-to-exceed \$48,640 to continue support for FY 2013-14 as the regulatory strategist and compliance expert for the Lake Elsinore and Canyon Lake TMDL Task Force.
  
- 4.0 **WATERSHED-WIDE NUTRIENT TMDL MONITORING PROGRAM (Memo 723).....53**  
**RECOMMENDATION:** Approve Task Order No. WES160-03 with Weston Solutions for an amount not-to-exceed \$68,847 to oversee and implement the FY 2013-14 Phase 1 watershed-wide monitoring for the Lake Elsinore and Canyon Lake Nutrient Total Maximum Daily Load (TMDL).
  
- 5.0 **LESJWA EDUCATION AND OUTREACH (Memo 724).....65**  
**RECOMMENDATION:** Approve Task Order No. OREIL477-12 with O'Reilly Public Relations for an amount not-to-exceed \$17,050 for continuation of the LESJWA Education and Outreach Program for FY 2013-14
  
- 6.0 **AUTHORIZE SAWPA TO CONTINUE AS LESJWA AUTHORITY ADMINSTRATOR and AKLUFİ & WYSOCKI TO CONTINUE AS LESJWA AUTHORITY LEGAL COUNSEL (Memo 725).....71**  
**RECOMMENDATION:** Authorize SAWPA to continue in its role as administrator of the Authority and Joe Aklufi of Aklufi and Wysocki to continue in its role as legal counsel for the Authority for the next three years.
  
- 7.0 **LESJWA WATER SUMMIT (Memo 726).....83**  
**RECOMMENDATION:** Receive and file a report on LESJWA Water Summit.
  
- 8.0 **ADMINISTRATOR'S COMMENTS**
  
- 9.0 **DIRECTORS' COMMENTS**
  
- 10.0 **ADJOURN**

**NEXT BOARD OF DIRECTORS MEETING:** Thursday, August 15, 2013 at 4:00 p.m.

**MINUTES OF THE  
REGULAR BOARD OF DIRECTORS MEETING  
OF THE  
LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**

**April 18, 2013**

**DIRECTORS PRESENT**

Nancy Horton, Chair  
Phil Williams  
Robert Magee  
Kevin Jeffries  
Tom Evans

**REPRESENTING**

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

**DIRECTORS ABSENT**

None

**OTHERS PRESENT**

Jason Uhley  
Karen Williams  
Mark Norton  
Sara Villa  
Dawna Munson

Riverside County Flood Control District  
LESJWA/ CFO -Finance  
LESJWA/Authority Administrator  
LESJWA  
LESJWA Board Secretary

The Regular Board of Directors meeting of the Lake Elsinore and San Jacinto Watersheds Authority was called to order at 4:00 p.m., by Chair Nancy Horton at the Elsinore Valley Municipal Water District, located at 31315 Chaney Street, Lake Elsinore, California. Chair Horton asked for roll call.

Chair Horton asked if there were any comments from members of the public wishing to address the Board on matters within its jurisdiction. There were no public comments.

**1.0: CONSENT CALENDAR**

Chair Horton presented the Consent Calendar for review and approval. Director Magee requested pulling the Minutes from the Consent Calendar for discussion.

Director Williams moved approval of the Consent Calendar, excluding the 2-28-2013 Minutes, seconded by Director Jeffries, and the motion unanimously carried.

2013-4-1

MOVED, approval of the Consent Calendar with the exception of the 2-28-2013 Minutes.

Director Magee said that on page three of the minutes in the last paragraph, the amount shown for the potential increase in member agency contribution is \$29,000; however, the amount discussed was \$27,500.

Director Magee moved approval of the Minutes, as amended, seconded by Director Williams, and the motion unanimously carried.

2013-4-2

**MOVED**, approval of the Minutes from the 2-28-2013 Board Meeting, as amended to reflect the future potential increase in member agency contributions as \$27,500.

## **2.0: LESJWA Annual FY 2013-14 Budget (Memo #715)**

Mark Norton said the 2013-2014 Budget for the coming fiscal year is formatted like previous years. One change reflected is under legal costs. LESJWA has used A&W Law through the years, but as SAWPA now has in-house legal counsel, there could be some savings to LESJWA in the overhead burden by using that service. Another change is with regard to the discussion at April's Board meeting about discontinuing the Director compensation if all are in agreement, creating a savings of \$2,250. The Budget also shows a decrease in the public relations program, down to \$17,000. This amount was proposed by the Education & Outreach Committee and will be brought to the Board for approval. Another change is that the TMDL BMP implementation is now complete. It was fully grant funded and is paid off, so it will no longer be shown in the revenue or expense categories. He reviewed the budget sections. The Budget shows \$150,000 coming in from the State from Proposition 84 Round 2 funding that was applied for through SAWPA, and it's believed that LESJWA will be accepted. However, it will be about six months before receiving a contract. He also reviewed the JPA reserves of \$25,000 remaining to cover expenses through the end of the next fiscal year.

The TMDL Task Force reserves remaining is a reflection of monies that haven't yet been expended and were put aside for some of the work to be done, such as the alum application. Although LESJWA is the administrator for that Task Force, those monies are kept and tracked separately from the operation of the JPA. Staff's recommendation is to continue to request the \$10,000 from each of the LESJWA member agencies to support the LESJWA JPA operations.

Director Williams questioned why the Budget reports salaries, payroll burden, and overhead when the JPA contracts with LESJWA. SAWPA CFO Karen Williams addressed the Board and said the reason it came to be included in the labor burden/overhead is that when LESJWA first started through Proposition 13 funding, the way the funding was billed required showing the number of hours worked and labor costs, and the labor costs had to be certified. She continued that she currently is looking into it though, as there was some concern recently about some potential issues in light of the new Federal Healthcare plan. However, the employees shown are SAWPA employees, and it always shows for the State that LESJWA has no employees. She will check on obtaining the specific language, and said she agrees with Director Williams about the need for clarity in this issue, particularly with regard to transparency.

Director Williams said the Board needs to analyze precisely what LESJWA is getting for the \$284,000 administrative costs for four to five meetings per year. He noted that although Budget discussions can be emotionally charged, this is only a dollars and cents discussion and his comments are nothing personal. He also questioned the insurance expense. Each member agency has its own insurance for the Directors, and SAWPA has insurance for its employees, so why is LESJWA paying \$3,560 for insurance? Karen Williams replied that the insurance is required because LESJWA is a public agency and the insurance company requires it; however, she will seek the opinion of SAWPA's legal counsel. She also will email LESJWA's policy to Director Williams per his request, as he would like to discuss this insurance issue with his JPA. Director Williams last noted that Workers Compensation also is in the burden section of the payroll. Karen Williams said she will confer with legal counsel about that item as well. Some discussion ensued about the cost breakdowns and the proposed budget versus the expenses to date, and the separation and accounting of the JPA administration and the TMDL Task Force.

Mark Norton commented that the budget has been cut as much as possible, but there may be some slight paring down with regard to the number of times the Board meets per year. Director Williams requested seeing the scope of services of what SAWPA provides, and how the dollars break out so the Board can examine its value; maybe there's a way to stretch the dollars there. Mark Norton will get that information.

Discussion ensued about the ongoing work tasks that must occur, the various meetings and staff involved, and that approximately half of the agenda items are TMDL-related. Director Williams said that a lot of those costs should go to the TMDL side. The Directors discussed the allocation of those monies, the representation at the TMDL meetings, and which tasks potentially could be moved into the TMDL budget category.

Director Williams stated that he could support this budget, but he'd like a breakdown of SAWPA's scope, and also see how the two jobs overlap. Perhaps a better balance could be attained with regard to staff time for LESJWA tasks versus TMDL tasks.

Chair Horton commented that all the 20 TMDL entities are being hit with large increases—everyone is struggling. It's a very tight budget with what needs to be accomplished, and she's not certain that the TMDL program can support an increase in order to have some of the LESJWA costs be reduced. She asked Mark Norton how SAWPA's legal counsel would support LESJWA, how often he would attend, etc. Mark Norton said it would be on an as-needed basis, but he will get a cost breakdown of hourly rates and overhead.

Chair Horton said there was discussion at the last Board meeting about eliminating the Director stipends, noting that Director Jeffries already has waived the stipend, and she asked about the status of that. Director Williams suggested waiting until reviewing the remainder of the Budget. If eliminating the stipends is not going to make a significant impact, then the Directors shouldn't be burdened. Director Magee said he initially brought up eliminating the stipend because the issue arose a few times, and he wanted to remove the stipend from being a burden to running the organization. He also stated he will try to hold a line item for \$27,000 in the City's upcoming budget. He last commented that if the Directors are taking a 100% cut in pay, then perhaps the LESJWA administration could take a percentage of reduction as well.

Director Jeffries asked what specifically would be the beneficial result of the member agencies increase in their annual contributions. Mark Norton replied it would afford the continuance of a multi-governance board for issues involving Lake Elsinore and Canyon Lake; the TMDL Task Force benefits from having this local entity. There are other options, such as potentially working through SAWPA, but there would be some loss of local control. Discussion ensued about the benefits of the TMDL being connected to LESJWA, and the value of the Education and Outreach Committee, as well as O'Reilly Public Relations.

Director Williams said that the TMDL Task Force going through this LESJWA JPA works well, but shifting the burden of the TMDL Task Force onto the Task Force parties is a sound idea. Doing so would decrease LESJWA's expenses, which means this organization can stand on its own feet for another year or two. Director Evans reiterated the importance of getting an answer about LESJWA's requirement for insurance as there may be some savings there.

Chair Horton read aloud staff's recommendation and asked for clarification as to whether the contribution amount is \$10,000, or if it's being increased to \$27,000.

Director Magee said the goal is to try to get that \$27,000 in the next operating budget, which would require the Directors to get their respective agencies to at least partially fund it in their new budget year. That way, staff will have an answer about it when preparing the next year's budget.

Chair Horton queried a motion regarding the Directors releasing their Board stipend. A brief discussion ensued and all Directors concurred.

Upon motion by Director Magee, seconded by Director Evans, the motion unanimously carried.

2013/4-3

**MOVED**, approval of the FY 2013-2014 LESJWA Budget, invoice each LESJWA member agency for \$10,000 consistent with previous years' contributions, and the Board of Directors will no longer receive stipends beginning with the 2013-2014 budget fiscal year.

### **3.0: Report on Audit for Fiscal Year Ending June 30, 2012 (Memo #716)**

Karen Williams provided a brief report on the FY 2011-12 audit prepared by Charles Z. Fedak & Company.

Upon motion by Director Williams, seconded by Director Evans, the motion unanimously carried.

2013/4-4

**MOVED**, approval to receive and file the report on the Audit for the Fiscal Year Ending June 30, 2012.

#### **4.0: 2013 LESJWA Water Summit – Update (Memo #717)**

Mark Norton gave a brief update on the LESJWA Water Summit. The event has been shortened to three hours this year, and they're expecting a good turnout.

The update was received and filed by the Board.

#### **5.0: Proposition 84 Round 2 Grant Program – Canyon Lake – Update (Memo #718)**

Mark Norton said that the Proposition 84 grant application was submitted to the DWR on March 29, 2013 and they are waiting to hear a response.

The update was received and filed by the Board.

#### **6.0: Status Report - Canyon Lake Alum Application CEQA (Memo #719)**

Mark Norton provided a brief status report on the proposed Canyon Lake water treatment. The CEQA, being performed by Tom Dodson & Associates, is approaching its internal final review for the Canyon Lake alum application. It will be released for public review at the end of the month, and then finalized and responses to any comments provided. It will be taken to the Canyon Lake City Council on June 5, and then soon after proceed with the actual implementation. In parallel, staff is preparing a request for proposals for the alum application and will release that RFP soon. Approval of the contractor will be sought at the June Board meeting. The Notice to Proceed won't be issued until the CEQA is finalized. EVMWD is having some on-site sampling evaluation done to assure that the alum concentrations are as expected. There will be an on-site contractor and they are working with Catherine Wilson from the Canyon Lake POA. The Draft RFP is being circulated, and he will forward a copy of it to Director Williams per his request.

There was brief discussion about the quantity of alum, and whether or not the County uses alum, as there may be some cost savings by potentially piggy-backing onto their purchase. Director Evans suggested talking to MWD about it. Mark Norton said staff will follow up on that.

Director Evans moved approval, seconded by Director Williams, and the motion unanimously carried.

2013/4-5

MOVED, approval to receive and file the report on the Canyon Lake Alum Application CEQA.

#### **7.0: ADMINISTRATOR'S COMMENTS**

None.

#### **8.0: DIRECTORS' COMMENTS**

Director Evans provided handouts of a PowerPoint presentation he had presented at the OWOW Santa Ana River Watershed Conference last week, where almost 400 people attended. He noted he was proud to report on LESJWA's accomplishments, its current objectives, and the future approach it will take.

Director Williams said he is very proud of LESJWA's many accomplishments. He reiterated that with regard to today's budget discussion, it's all about being fiscally responsible; it's nothing personal toward any person or agency.

Chair Horton said that both the City of Canyon Lake and LESJWA had set aside \$25,000 for the Canyon Lake water treatment; however, the alum treatment may cost less than the initially planned HOS. If it turns out to cost less, she asked if it will be prorated between the two agencies. Director Williams suggested bringing back this item when more is known about the final cost.

#### **9.0: ADJOURN**

As there was no further business, Chair Horton adjourned the meeting at 5:05 p.m.

**APPROVED:** June 20, 2013

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Nancy Horton, Chair

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY  
CASH FLOW STATEMENT  
AS OF 03/31/13

**Balance as of 02/28/13** \$ 529,648.42

**Funds Received**

**Deposits:**

SWRCB - TMDL BMP	29,246.38
SWRCB - TMDL BMP	30,518.89

**Open - Grant Invoices**

N/A

\$ -

**Open - Member & Other Contributions**

N/A

\$ -

\$ -

**Total Due LESJWA**

\$ -

**Disbursement List - March 2013**

(55,493.84)

**Funds Available as of 03/31/13**

**\$ 533,919.85**

**Funds Available:**

Checking

\$ 27,481.98

LAIF

\$ 506,437.87

**Total**

**\$ 533,919.85**

Lake Elsinore San Jacinto Watersheds Authority  
LE/CL TMDL Invoice History  
FYE 2009 - 2013

Agency	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
March ARB	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
CalTrans	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
City of Beaumont	2,957.00	3,940.00	4,719.53	3,900.00	1,865.00
City of Canyon Lake	3,670.00	4,890.00	4,109.46	3,396.00	644.00
City of Hemet	22,308.00	29,723.00	27,460.77	22,696.00	6,286.00
City of Lake Elsinore	21,403.00	67,782.00	89,889.28	73,133.00	-
City of Menifee	-	-	24,752.77	20,458.00	23,649.00
City of Moreno Valley	50,638.00	67,469.00	63,546.31	52,520.00	15,425.00
City of Murrieta	2,006.00	2,673.00	786.96	650.00	-
City of Perris	15,000.00	19,985.00	20,060.94	16,580.00	5,752.00
City of Riverside	2,071.00	2,759.00	3,587.28	2,965.00	1,575.00
City of San Jacinto	9,565.00	12,744.00	13,470.59	11,133.00	4,315.00
City of Wildomar	-	-	4,668.93	3,859.00	4,461.00
County of Riverside	57,352.00	76,415.00	39,829.77	32,919.00	-
Dept of Fish and Game	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
Eastern Municipal Water District	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
Elsinore Valley Municipal Water District	13,656.00	57,460.00	75,294.20	61,070.00	-
March JPA	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
San Jacinto Agricultural Operators *	159,074.00	-	-	143,320.00	28,278.00
San Jacinto Dairy & CAFO Operators *	41,634.00	37,252.80	25,000.00	10,000.00	10,211.00
<b>Total</b>	<b>451,334.00</b>	<b>433,092.80</b>	<b>447,176.79</b>	<b>508,599.00</b>	<b>167,711.00</b>
<b>Total Paid Contributions</b>	<b>451,334.00</b>	<b>433,092.80</b>	<b>447,176.79</b>	<b>379,290.00</b>	<b>141,611.00</b>
<b>Total Outstanding Contributions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>129,309.00</b>	<b>26,100.00</b>

**Total Outstanding Contributions**

CalTrans	-	-	-	-	13,050.00
Dept of Fish and Game	-	-	-	-	13,050.00
<b>Total Outstanding All Years</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,100.00</b>

Lake Elsinore/San Jacinto Watershed Authority  
Statement of Net Assets  
For the Nine Months Ending Sunday, March 31, 2013

Assets

Checking - Citizens	\$27,481.98
L.A.I.F.	506,437.87
Total Assets	<u>\$533,919.85</u>

Liabilities

Accounts Payable	83,155.23
Total Liabilities	<u>\$83,155.23</u>

Retained Earnings	687,740.55
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Excess Revenue over (under) Expenditures	<u>(\$236,975.93)</u>
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Total Net Assets	<u>\$450,764.62</u>
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Total Liabilities and Net Assets	<u>\$533,919.85</u>
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Lake Elsinore/San Jacinto Watershed Authority  
Revenues, Expenses and Changes in Net Assets  
For the Nine Months Ending Sunday, March 31, 2013

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
<b>Revenues</b>					
State Grant Proceeds	\$0.00	\$59,765.27	\$41,535.00	143.89%	(\$18,230.27)
LAIF Interest	0.00	1,184.68	1,660.00	71.37%	475.32
Member Agency Contributions	0.00	(128,671.00)	50,000.00	-257.34%	178,671.00
Other Agency Contributions	1,042.00	179,978.00	481,000.00	37.42%	301,022.00
<b>Total Revenues</b>	<b>\$1,042.00</b>	<b>\$112,256.95</b>	<b>\$574,195.00</b>	<b>19.55%</b>	<b>\$461,938.05</b>
<b>Expenses</b>					
Salaries - Regular	4,692.23	41,299.93	61,543.00	67.11%	20,243.07
Payroll Burden	2,069.28	18,213.29	27,141.00	67.11%	8,927.71
Overhead	7,460.64	65,666.87	97,853.00	67.11%	32,186.13
Audit Fees	0.00	5,230.00	5,230.00	100.00%	0.00
Consulting - General	37,060.85	213,636.14	435,998.00	49.00%	222,361.86
Legal Fees	0.00	787.50	1,500.00	52.50%	712.50
Meeting & Conference Expense	64.21	425.06	3,123.00	13.61%	2,697.94
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Board Compensation	0.00	1,100.00	2,250.00	48.89%	1,150.00
Other Expense	32.40	32.40	100.00	32.40%	67.60
Insurance Expense	0.00	2,811.00	3,658.00	76.85%	847.00
Interest Expense	0.00	30.69	100.00	30.69%	69.31
<b>Total Expenditures</b>	<b>\$51,379.61</b>	<b>\$349,232.88</b>	<b>\$638,606.00</b>	<b>54.69%</b>	<b>\$289,373.12</b>
<b>Excess Revenue over (under) Expenditures</b>	<b>(\$50,337.61)</b>	<b>(\$236,975.93)</b>	<b>(\$64,411.00)</b>	<b>367.91%</b>	<b>\$172,564.93</b>

**Lake Elsinore San Jacinto Watersheds Authority**  
**Revenues, Expenses and Changes in Net Assets by Project**  
**For the Month Ending March 31, 2013**

	<b>JPA Administration</b>	<b>TMDL Task Force</b>	<b>TMDL BMP Implementation</b>	<b>Total</b>	<b>Budget</b>	<b>% Used</b>	<b>Budget Variance</b>
<b>Revenues</b>							
State Grant Proceeds	\$ -	\$ -	\$ 59,765.27	\$ 59,765.27	\$ 41,535.00	143.89%	\$ (18,230.27)
LAIF Interest	1,184.68	-	-	1,184.68	1,660.00	71.37%	475.32
Member Agency Contributions	50,000.00	(178,671.00)	-	(128,671.00)	50,000.00	-257.34%	178,671.00
Other Agency Contributions	-	179,978.00	-	179,978.00	481,000.00	37.42%	301,022.00
<b>Total Revenues</b>	<b>\$ 51,184.68</b>	<b>\$ 1,307.00</b>	<b>\$ 59,765.27</b>	<b>\$ 112,256.95</b>	<b>\$ 574,195.00</b>	<b>19.55%</b>	<b>\$ 461,938.05</b>
<b>Expenditures</b>							
Salaries	\$ 19,070.31	\$ 21,820.86	\$ 408.77	\$ 41,299.94	\$ 61,543.00	67.11%	\$ 20,243.06
Benefits	8,410.02	9,623.00	180.27	18,213.29	27,141.00	67.11%	8,927.71
G&A Allocation	30,321.79	34,695.14	649.94	65,666.87	97,853.00	67.11%	32,186.13
Audit Fees	5,230.00	-	-	5,230.00	5,230.00	100.00%	-
Consulting	17,532.87	135,946.88	60,156.39	213,636.14	435,998.00	49.00%	222,361.86
Studies	-	-	-	-	-	0.00%	-
Other Contract Services	-	-	-	-	-	100.00%	-
Legal Fees	787.50	-	-	787.50	1,500.00	52.50%	712.50
Project Construction	-	-	-	-	-	0.00%	-
Meeting & Conference Expense	83.25	341.81	-	425.06	3,123.00	13.61%	2,697.94
Office Expense	-	-	-	-	110.00	0.00%	110.00
Board Compensation	1,100.00	-	-	1,100.00	2,250.00	48.89%	1,150.00
Other Expense	32.40	-	-	32.40	100.00	32.40%	67.60
Insurance Expense	2,811.00	-	-	2,811.00	3,658.00	76.85%	847.00
Interest Expense	30.69	-	-	30.69	100.00	30.69%	69.31
<b>Total Expenditures</b>	<b>\$ 85,409.83</b>	<b>\$ 202,427.69</b>	<b>\$ 61,395.37</b>	<b>\$ 349,232.89</b>	<b>\$ 638,606.00</b>	<b>54.69%</b>	<b>\$ 289,373.11</b>
<b>Excess Revenue over (under) Expenditures</b>	<b>\$ (34,225.15)</b>	<b>\$ (201,120.69)</b>	<b>\$ (1,630.10)</b>	<b>\$ (236,975.94)</b>	<b>\$ (64,411.00)</b>	<b>367.91%</b>	<b>\$ 172,564.94</b>
<b>Cash Balance @ 03/31/13</b>	<b>\$ 122,999.51</b>	<b>\$ 378,964.55</b>	<b>\$ 31,955.79</b>	<b>\$ 533,919.85</b>			

**Lake Elsinore San Jacinto  
Watersheds Authority  
Disbursements  
March 31, 2013**

Check #	Check Date	Type	Vendor	Check Amount
1667	03/04/13	Void	City of Murrieta (Original issue 2/22/13)	\$ (1,042.00)
1669	03/08/13	CHK	Santa Ana Watershed Project Authority	\$6,500.00
1670	03/14/13	CHK	Williams, Phillip Robert	\$100.00
1671	03/14/13	CHK	Santa Ana Watershed Project Authority	\$14,150.92
1672	03/14/13	CHK	Horton, Nancy C.	\$100.00
1673	03/22/13	CHK	Aklufi and Wysocki	\$112.50
1674	03/22/13	CHK	City of Lake Elsinore	\$26,179.38
1675	03/22/13	CHK	O'Reilly Public Relations	\$369.40
1676	03/22/13	CHK	Charles Z. Fedak & Company	\$1,170.00
EFT010	03/14/13	CHK	Tom Evans	\$100.00
EFT011	03/14/13	CHK	Robert E Magee	\$100.00
EFT012	3/28/2013	CHK	Risk Sciences	\$7,653.64
Total Disbursements March 2013				<u><u>\$ 55,493.84</u></u>

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY  
CASH FLOW STATEMENT  
AS OF 04/30/13

**Balance as of 03/31/13** \$ 533,919.85

**Funds Received**

**Deposits:**

California Dept of transportation - TMDL Contribution	20,000.00
LAIF Interest	419.00

**Open - Grant Invoices**

N/A

\$ -

**Open - Member & Other Contributions**

N/A

\$ -

\$ -

**Total Due LESJWA**

\$ -

**Disbursement List - April 2013**

(68,682.49)

**Funds Available as of 04/30/13**

\$ 485,656.36

**Funds Available:**

Checking

\$ 28,799.49

LAIF

\$ 456,856.87

Total

\$ 485,656.36

Lake Elsinore San Jacinto Watersheds Authority  
LE/CL TMDL Invoice History  
FYE 2009 - 2013

Agency	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
March ARB	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
CalTrans	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
City of Beaumont	2,957.00	3,940.00	4,719.53	3,900.00	1,865.00
City of Canyon Lake	3,670.00	4,890.00	4,109.46	3,396.00	644.00
City of Hemet	22,308.00	29,723.00	27,460.77	22,696.00	6,286.00
City of Lake Elsinore	21,403.00	67,782.00	89,889.28	73,133.00	-
City of Menifee	-	-	24,752.77	20,458.00	23,649.00
City of Moreno Valley	50,638.00	67,469.00	63,546.31	52,520.00	15,425.00
City of Murrieta	2,006.00	2,673.00	786.96	650.00	-
City of Perris	15,000.00	19,985.00	20,060.94	16,580.00	5,752.00
City of Riverside	2,071.00	2,759.00	3,587.28	2,965.00	1,575.00
City of San Jacinto	9,565.00	12,744.00	13,470.59	11,133.00	4,315.00
City of Wildomar	-	-	4,668.93	3,859.00	4,461.00
County of Riverside	57,352.00	76,415.00	39,829.77	32,919.00	-
Dept of Fish and Game	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
Eastern Municipal Water District	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
Elsinore Valley Municipal Water District	13,656.00	57,460.00	75,294.20	61,070.00	-
March JPA	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00
San Jacinto Agricultural Operators *	159,074.00	-	-	143,320.00	28,278.00
San Jacinto Dairy & CAFO Operators *	41,634.00	37,252.80	25,000.00	10,000.00	10,211.00
<b>Total</b>	<b>451,334.00</b>	<b>433,092.80</b>	<b>447,176.79</b>	<b>508,599.00</b>	<b>167,711.00</b>
<b>Total Paid Contributions</b>	<b>451,334.00</b>	<b>433,092.80</b>	<b>447,176.79</b>	<b>379,290.00</b>	<b>141,611.00</b>
<b>Total Outstanding Contributions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>129,309.00</b>	<b>26,100.00</b>

**Total Outstanding Contributions**

CalTrans	-	-	-	-	13,050.00
Dept of Fish and Game	-	-	-	-	13,050.00
<b>Total Outstanding All Years</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,100.00</b>

Lake Elsinore/San Jacinto Watershed Authority  
Statement of Net Assets  
For the Ten Months Ending Tuesday, April 30, 2013

Assets

Checking - Citizens	\$28,799.49
L.A.I.F.	456,856.87
Total Assets	<u>\$485,656.36</u>

Liabilities

Accounts Payable	34,431.85
Total Liabilities	<u>\$34,431.85</u>

Retained Earnings	687,740.55
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Excess Revenue over (under) Expenditures	<u>(\$236,516.04)</u>
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Total Net Assets	<u>\$451,224.51</u>
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Total Liabilities and Net Assets	<u>\$485,656.36</u>
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Lake Elsinore/San Jacinto Watershed Authority  
Revenues, Expenses and Changes in Net Assets  
For the Ten Months Ending Tuesday, April 30, 2013

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
<b>Revenues</b>					
State Grant Proceeds	\$0.00	\$59,765.27	\$41,535.00	143.89%	(\$18,230.27)
LAIF Interest	419.00	1,603.68	1,660.00	96.61%	56.32
Member Agency Contributions	0.00	(128,671.00)	50,000.00	-257.34%	178,671.00
Other Agency Contributions	20,000.00	199,978.00	481,000.00	41.58%	281,022.00
<b>Total Revenues</b>	<b>\$20,419.00</b>	<b>\$132,675.95</b>	<b>\$574,195.00</b>	<b>23.11%</b>	<b>\$441,519.05</b>
<b>Expenses</b>					
Salaries - Regular	3,559.35	44,859.28	61,543.00	72.89%	16,683.72
Payroll Burden	1,569.67	19,782.96	27,141.00	72.89%	7,358.04
Overhead	5,659.36	71,326.23	97,853.00	72.89%	26,526.77
Audit Fees	0.00	5,230.00	5,230.00	100.00%	0.00
Consulting - General	8,633.42	222,269.56	435,998.00	50.98%	213,728.44
Legal Fees	37.50	825.00	1,500.00	55.00%	675.00
Meeting & Conference Expense	84.75	509.81	3,123.00	16.32%	2,613.19
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Board Compensation	400.00	1,500.00	2,250.00	66.67%	750.00
Other Expense	0.00	32.40	100.00	32.40%	67.60
Insurance Expense	0.00	2,811.00	3,658.00	76.85%	847.00
Interest Expense	15.06	45.75	100.00	45.75%	54.25
<b>Total Expenditures</b>	<b>\$19,959.11</b>	<b>\$369,191.99</b>	<b>\$638,606.00</b>	<b>57.81%</b>	<b>\$269,414.01</b>
<b>Excess Revenue over (under) Expenditures</b>	<b>\$459.89</b>	<b>(\$236,516.04)</b>	<b>(\$64,411.00)</b>	<b>367.20%</b>	<b>\$172,105.04</b>

**Lake Elsinore San Jacinto Watersheds Authority**  
**Revenues, Expenses and Changes in Net Assets by Project**  
**For the Month Ending April 30, 2013**

	<b>JPA Administration</b>	<b>TMDL Task Force</b>	<b>TMDL BMP Implementation</b>	<b>Total</b>	<b>Budget</b>	<b>% Used</b>	<b>Budget Variance</b>
<b>Revenues</b>							
State Grant Proceeds	\$ -	\$ -	\$ 59,765.27	\$ 59,765.27	\$ 41,535.00	143.89%	\$ (18,230.27)
LAIF Interest	1,603.68	-	-	1,603.68	1,660.00	96.61%	56.32
Member Agency Contributions	50,000.00	(178,671.00)	-	(128,671.00)	50,000.00	-257.34%	178,671.00
Other Agency Contributions	-	199,978.00	-	199,978.00	481,000.00	41.58%	281,022.00
<b>Total Revenues</b>	<b>\$ 51,603.68</b>	<b>\$ 21,307.00</b>	<b>\$ 59,765.27</b>	<b>\$ 132,675.95</b>	<b>\$ 574,195.00</b>	<b>23.11%</b>	<b>\$ 441,519.05</b>
<b>Expenditures</b>							
Salaries	\$ 21,822.87	\$ 22,627.65	\$ 408.77	\$ 44,859.28	\$ 61,543.00	72.89%	\$ 16,683.72
Benefits	9,623.90	9,978.79	180.27	19,782.96	27,141.00	72.89%	7,358.04
G&A Allocation	34,698.36	35,977.93	649.94	71,326.23	97,853.00	72.89%	26,526.77
Audit Fees	5,230.00	-	-	5,230.00	5,230.00	100.00%	-
Consulting	21,500.00	140,613.17	60,156.39	222,269.56	435,998.00	50.98%	213,728.44
Studies	-	-	-	-	-	0.00%	-
Other Contract Services	-	-	-	-	-	100.00%	-
Legal Fees	825.00	-	-	825.00	1,500.00	55.00%	675.00
Project Construction	-	-	-	-	-	0.00%	-
Meeting & Conference Expense	168.00	341.81	-	509.81	3,123.00	16.32%	2,613.19
Office Expense	-	-	-	-	110.00	0.00%	110.00
Board Compensation	1,500.00	-	-	1,500.00	2,250.00	66.67%	750.00
Other Expense	32.40	-	-	32.40	100.00	32.40%	67.60
Insurance Expense	2,811.00	-	-	2,811.00	3,658.00	76.85%	847.00
Interest Expense	45.75	-	-	45.75	100.00	45.75%	54.25
<b>Total Expenditures</b>	<b>\$ 98,257.28</b>	<b>\$ 209,539.35</b>	<b>\$ 61,395.37</b>	<b>\$ 369,191.99</b>	<b>\$ 638,606.00</b>	<b>57.81%</b>	<b>\$ 269,414.01</b>
<b>Excess Revenue over (under) Expenditures</b>	<b>\$ (46,653.60)</b>	<b>\$ (188,232.35)</b>	<b>\$ (1,630.10)</b>	<b>\$ (236,516.04)</b>	<b>\$ (64,411.00)</b>	<b>367.20%</b>	<b>\$ 172,105.04</b>
<b>Cash Balance @ 04/30/13</b>	<b>\$ 122,959.44</b>	<b>\$ 364,327.02</b>	<b>\$ (1,630.10)</b>	<b>\$ 485,656.36</b>			

**Lake Elsinore San Jacinto  
Watersheds Authority  
Disbursements  
April 30, 2013**

Check #	Check Date	Type	Vendor	Check Amount
1677	04/05/13	CHK	City of Lake Elsinore	\$32,500.64
1678	04/19/13	CHK	Santa Ana Watershed Project Authority	\$14,318.76
1679	04/19/13	CHK	O'Reilly Public Relations	\$4,295.47
EFT013	04/19/13	CHK	Risk Sciences	\$9,126.12
EFT014	04/19/13	CHK	Weston Solutions Inc	\$8,441.50

Total Disbursements April 2013

\$ 68,682.49

## **LESJWA BOARD MEMORANDUM NO. 720**

**DATE:** June 20, 2013  
**SUBJECT:** Committees Status Report  
**TO:** LESJWA Board of Directors  
**FROM:** Mark Norton, P.E., Authority Administrator

### **RECOMMENDATION**

That the Board of Directors receive and file the status report of the LESJWA Education & Outreach Committee (EOC).

### **DISCUSSION**

Attached are the meeting notes from the Education and Outreach Committee meeting held April 10, 2013.

### **RESOURCES IMPACT**

None.

dm/

Attachment:

1. EOC Meeting Notes 4-10-13



**LESJWA Education and Outreach Committee**  
**Meeting Notes**  
**April 10, 2013**

Members Present: Mark Norton, Chair, SAWPA  
Greg Morrison, EVMWD  
Pat Kilroy, City of Lake Elsinore  
Nancy Horton, City of Canyon Lake  
Bonnie Woodrome, EVMWD

Others Present: Philip Southard, O'Reilly Public Relations  
Catherine Wilson, Canyon Lake POA

Members Absent: Steve Horn, County of Riverside

**1. Call to Order**

Mark Norton called the meeting to order at 12:00 noon at Elsinore Valley Municipal Water District (EVMWD), located at 31315 Chaney Street, Lake Elsinore, California.

**2. Additions/Corrections to the Agenda**

None.

**3. Approval of the Meeting Notes**

The meeting notes from March 12, 2013 were reviewed and deemed acceptable by the Committee.

**4. Project Status**

- **Canyon Lake Improvements** – Mark Norton asked Nancy Horton to provide a report about the Canyon Lake Water Treatment Workshop held at 7 p.m. on March 20. The workshop was well attended at the Canyon Lake Lodge. The question and answer workshop focused on answering any questions that people have about alum, the logistics of its application, and any impacts to fish and recreation. A panel of experts consisting of Dr. Michael Anderson, UCR; Tim Moore, Risk Sciences; Norris Brandt, EVWMD; Jason Uhley, RCFCWCD, and Mark Norton, LESJWA Administrator were present and answered questions.

Nancy Horton indicated that future outreach should be planned prior to the actual alum application that more fully explains the recreational impacts to the public. Further, she added that the police and fire department should be notified by the alum contractor in case questions arise by the public, as well as if any emergency issues arise regarding the handling of the liquid alum. The Committee agreed that having another meeting at the Canyon Lake Multi-Purpose room in August 2013 would be good.

- **TMDL Task Force** – Mr. Norton reported that efforts are continuing on compliance with the TMDL and in moving forward with implementation. The CEQA for the Canyon Lake alum application is continuing and will be discussed after the Education and Outreach Committee meeting today. So far, the CEQA completion, public notice and review period, and a future approval by the City of Canyon Lake for June 5, 2013 are still on track.
- **Lake Levels** – The lake levels at the last meeting were 1242.57' at Lake Elsinore, and 1379.84' at Canyon Lake. The current lake levels are 1242.29' at Lake Elsinore, and 1379.97' at Canyon Lake.

**5. 2013 Water Summit**

- **Attendees** – Philip Southard indicated that the planning for the LESJWA Water Summit for April 23 is still going well and as planned. So far, 20 people have RSVP'd to the event. Among those who have responded are city council members from Moreno Valley, Hemet, and Menifee. Mr. Southard indicated that he will continue to seek to phone call as many of the task force agencies elected officials as possible to encourage them to attend.

- **Program-** Mr. Norton reported that the program and speakers have been confirmed. The event will cover three major areas of focus for the upcoming Summit.
  - What is a TMDL and why it is important to you?
  - How the task force agencies are benefiting from the cost savings of the task force approach?
  - How the alum treatments will improve the water quality of Canyon Lake?

Additional items to cover would be the science of lake application of alum, the success of other lake alum applications including Big Bear Lake and Sweetwater, Florida, and how and when it is applied to the lake.

**6. 2013 Santa Ana River Watershed Conference**

Mr. Southard indicated that they are all set to operate the LESJWA booth for the upcoming 2013 Santa Ana River Watershed OWOW Conference. The event will be on April 11, 2013 at the Westin South Coast Plaza in Costa Mesa. SAWPA has waived the sponsorship and exhibitor fee for LESJWA to have an exhibit booth. Mr. Southard said they were set up to participate for the event including showing the LESJWA video and award winning brochure.

**7. O'Reilly Public Relations Scope of Work (FY 2013-2014)**

The Committee reviewed the revised draft budget for O'Reilly Public Relations support of LESJWA for the coming fiscal year. Mr. Norton indicated that the costs dropped from \$20,000 to \$17,050 reflecting decreased costs for the future LESJWA Water Summit. The Committee reviewed each of the items and considered the budget acceptable to propose to the LESJWA Board.

**8. Next Meeting Date**

The next meeting of the LESJWA Education and Outreach Committee will be held on July 8<sup>th</sup> and will meet at 12 noon on at EVMWD.

## **LESJWA BOARD MEMORANDUM NO. 721**

**DATE:** June 20, 2013

**SUBJECT:** Canyon Lake Hybrid Treatment Project – Phase 1 Alum Dosing

**TO:** Board of Directors

**FROM:** Mark R. Norton, P.E., Authority Administrator

### **RECOMMENDATION**

The Lake Elsinore & Canyon Lake Nutrient TMDL Technical Advisory Committee recommends that the Board of Directors approve Task Order No. AQUA160-01 with AquaTechnex, LLC for an amount not-to-exceed \$488,490 to implement Alum dosing in Canyon Lake, as part of the Proposition 84 grant funded Phase 1- Canyon Lake Hybrid Treatment Project.

### **DISCUSSION**

In response to a request for proposals issued in May 2013, the members of the Task Force recommend AquaTechnex, LLC to implement Alum dosing in Canyon Lake to support the Lake Elsinore & Canyon Lake Nutrient Total Maximum Daily Load (TMDL).

The request for proposals was issued to the following eight firms, posted on the SAWPA website and shared with other lake management associations:

Aquatechnex, LLC  
Marine Biochemists  
South West Aquatics  
Clean Lakes Inc.  
HAB Aquatic Solutions  
Environmental Research & Design  
Diversified Waterscapes, Inc.  
General Chemical Corporation

Two proposals were received from the solicitation, Aquatechnex and Marino Biochemists. A technical review committee composed of representatives from EVMWD, City of Canyon Lake, Riverside County Flood Control and Water Conservations District, and LESJWA met on June 12, 2013. A rating and ranking form was used for a preliminary assessment based on a qualification based selection rather than on a low bid cost selection. Based on the review of the criteria indicated in the RFP, AquaTechnex, LLC was selected by a proposal technical review committee composed of task force agencies based upon the consultant's approach to the tasks, technical expertise, previous work experience with the Task Force and costs to conduct the work laid out in their proposal.

The Task Order with AquaTechnex, LLC will be to implement Alum Dosing in Canyon Lake to support the Lake Elsinore & Canyon Lake Nutrient TMDL. Included with the Task Order is a scope of work and budget providing a detailed description of support services to be performed by the consultant, as highlighted below:

#### Canyon Lake Alum Dosing

- Coordination Meetings to Develop Treatment and Safety Plans
- 5 Alum Treatments (the first scheduled for September 2013)
- Final Project Report

## **BACKGROUND**

In July 2012, LESJWA submitted a grant proposal to SAWPA for funding of the Canyon Lake Hybrid Treatment Project under the Proposition 84 Integrated Regional Water Management (IRWM) Program Round 2. Although the grant program is administered ultimately by the CA Department of Water Resources, SAWPA is the designated IRWM region for the Santa Ana River Watershed. The Lake Elsinore and San Jacinto River sub-watersheds are located within the Santa Ana River Watershed.

The grant proposal sought \$1 million in funding of the next main TMDL improvement project, the Canyon Lake Hybrid Treatment Process, a combination of alum and oxygenation, if necessary. In 2010, a preliminary design report for the Hypolimnetic Oxygenations System (HOS) was completed by PACE, Inc. The preliminary design report was funded by the Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force. In 2011 and early 2012, additional studies by Dr. Michael Anderson showed that a more effective strategy may be to first apply alum to Canyon Lake for a few years and then consider if a downsized HOS was necessary to assure that TMDL response targets are met. Consequently, a hybrid approach was deemed a more appropriate path by the LE/CL TMDL Task Force.

In February 2013, Staff reported that the LESJWA grant proposal was approved for \$500,000 by the SAWPA Project Selection Committee, the OWOW Steering Committee, and the SAWPA Commission.

On March 29, 2013, LESJWA staff submitted for review and approval to DWR a portfolio of 19 IRWM projects that includes the LESJWA grant proposal. Grant funding is expected from the State after execution of grant agreements among DWR, SAWPA, and LESJWA, which likely will occur in the Fall 2013.

The local minimum match for the LESJWA Canyon Lake improvement grant is 25% and past expenses related to the project are eligible. Based on past monitoring and studies conducted in support of Canyon Lake improvements, the local match requirement has been met. Other funding options to support LESJWA goals and mission will continue to be explored by staff.

On June 5, 2013, CEQA was approved by the City of Canyon Lake. The City will serve as the lead CEQA agency and LESJWA as a responsible agency for the project.

EVWMD staff have agreed to provide on-site application inspection of process and alum application rates for the project.

## **RESOURCES IMPACT**

All staff administration time for the RFP has been budgeted under the LE/CL TMDL Task Force budget that is also shown in the LESJWA budget.

MN:dm

### **Attachments:**

1. Q&A with firm by Technical Review Committee to assure proposal requirements - 6-12-13
2. General Services Agreement
3. Task Order No. AQUA160-01, Scope, Budget, and Schedule
4. Engineer's Estimate of Project Quantities, Application Rates and Project Costs
5. Quantities and Application Rates Estimated for the Main Body and East Bay for September and February Applications

## **Q&A with firm by Technical Review Committee to assure proposal requirements - 6-12-13**

Q1: Do the labor rates and cost estimates meet the labor compliance requirements to address the payment of prevailing wages for work done for this project in accordance with California Labor Code?

Yes.

Q2: Does the proposal include the costs to transport and deliver alum to the project site?

Yes, the chemical supplier, General Chemical Performance Products includes within the purchase price the costs to transport and deliver alum to the project site

Q3: Does the proposal include a safety plan?

Yes, a safety plan that addresses the needs of this project will be prepared that meets requirements of the Canyon Lake Property Owners Association, material handling safety, spill prevention and equipment to mitigate spill, local resources for medical and emergency support and all other components necessary to complete this project with safety for the HOA residents, the environment and our team of applicators.

Q4: Does the alum application firm agree to a “not to exceed” contract amount of \$488,490 to perform the work?

Yes, alum costs with supplier were confirmed and expected to be adequate for this and next year. However, since aluminum and sulfate are commodities, the commodity price may change depending on demand.

In consultation with legal counsel, LESJWA staff can prepare a change order if necessary in the future to adjust the contract for the purchase cost of alum, with the appropriate documentation provided by alum application firm.



## AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT is made this 29th day of April, 2010 by and between the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) whose address is 11615 Sterling Avenue, Riverside, Calif. 92503, and AquaTechnex, LLC ("Consultant") whose address is P.O. Box 4193, Palm Desert, CA 92261.

### RECITALS

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

A. LESJWA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by LESJWA in writing.

B. Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to LESJWA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services.

C. The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by LESJWA to Consultant pursuant to this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, LESJWA and Consultant agree as follows:

#### ARTICLE I TERM OF AGREEMENT

1.01 Term of Agreement. This agreement shall become effective on the date first above written and shall continue until **December 31, 2013**, unless extended or sooner terminated as provided for herein.

#### ARTICLE II SERVICES TO BE PERFORMED

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

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

#### ARTICLE III COMPENSATION

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

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients, as set forth on an exhibit to be attached to each Task Order issued to Consultant.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Board of Directors and Authority Administrator of LESJWA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by LESJWA's Project Manager, describing, without limitation, the services performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of LESJWA. Such invoices shall also include an itemization of expenses incurred. Each such invoice shall be provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed, for payment on or about the 15th day of the following month. All payments are made on or about the 15th day of the month.

#### ARTICLE IV OBLIGATIONS OF CONSULTANT

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

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

4.03 Consultant shall be solely responsible for the health and safety of its employees and agents in performing the services assigned by LESJWA. Consultant hereby covenants and agrees to:

- a. Obtain a comprehensive general liability and automobile insurance policy, including contractual coverage, with combined single limits for bodily injury and property damage in an amount of not less than \$1,000,000.00. Such policy shall name LESJWA, and any other interested and related party designated by LESJWA, as an additional insured, with any right to subrogation waived as to LESJWA and such designated interested and related party;
- b. Obtain a policy of professional liability insurance in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions committed by Consultant, its employees and/or agents in the performance of any services for LESJWA;
- c. Comply with all local, state and federal laws, rules and regulations;
- d. Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant's and all risks to such persons or entities.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by LESJWA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of LESJWA that might otherwise result in forfeiture of coverage.

Evidence of all insurance coverage shall be provided to LESJWA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to LESJWA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold LESJWA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligent acts or omissions of Consultant in performing services assigned by LESJWA.

4.04 Consultant hereby covenants and agrees that LESJWA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligent act or omission of Consultant. Further, Consultant hereby covenants and agrees to fully indemnify and save LESJWA, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities or claims of any kind, and shall reimburse LESJWA for all costs or expenses that LESJWA incurs (including attorneys' fees) on account of any of the foregoing liabilities, including liabilities or claims made by reason of defects in the performance of consulting services pursuant to this Agreement, unless the liability or claim is proximately caused by LESJWA's negligent act or omission.

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

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

#### ARTICLE V OBLIGATIONS OF LESJWA

5.01 LESJWA shall

- a. Furnish all existing studies, reports and other available data pertinent to each Task Order that are in LESJWA's possession;
- b. Designate a person to act as liaison between Consultant and the Authority Administrator and Board of Directors of LESJWA.

#### ARTICLE VI ADDITIONAL SERVICES, CHANGES AND DELETIONS

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

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

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

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

**ARTICLE VII**  
**CONSTRUCTION PROJECTS:**  
**CHANGE ORDERS FOR CONSTRUCTION CONSULTANT**

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

**ARTICLE VIII**  
**TERMINATION OF AGREEMENT**

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

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

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

**ARTICLE IX**  
**STATUS OF CONSULTANT**

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

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

**ARTICLE X**  
**AUDIT; OWNERSHIP OF DOCUMENTS**

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by LESJWA are the sole property of LESJWA, and Consultant shall promptly deliver all such materials to LESJWA. Consultant may retain copies of the original documents, at its option and expense.

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

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

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

11.07 Any dispute which may arise by and between LESJWA and the Consultant, including the Consultant's associates, subcontractor or other consultants, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Service, Inc., or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this paragraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be permitted upon a showing of good cause and approved by the assigned arbitrator. Unless the parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon, in accordance with their rules and procedures for such mediation.

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

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

IN WITNESS WHEREOF, the parties hereby have made and executed this *Agreement for Services* as of the day and year first above-written.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

By Phil Williams  
Phil Williams, Chair Date

AQUATECHNEX, LLC

By [Signature] 5/10/2010  
(Signature) Date

Taylor McAlister  
Print/Type Name

# LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

## TASK ORDER NO. AQUA160-01

**CONSULTANT:** AquaTechnex, LLC  
P.O. Box 4193  
Palm Desert, CA 92261

**VENDOR NO.** 1727

**COST:** Not-to-exceed \$488,490

**PAYMENT:** Upon proper invoice

**REQUESTED BY:** Rick Whetsel, Senior Watershed Planner

June 20, 2013

**FINANCE:** \_\_\_\_\_  
Karen Williams, CFO Date

**FINANCING SOURCE:** Acct. Coding: 160-TMDL-6113-01  
Acct. Description Consulting General

**BOARD AUTHORIZATION REQUIRED:** YES (X) NO ( )

*Funding for this work was authorized by Board Memo LES721.*

This Task Order is issued upon approval and acceptance by the Lake Elsinore & San Jacinto Watersheds Authority (hereafter "LESJWA") to **AquaTechnex, LLC** (hereafter "Consultant") pursuant to the Agreement between LESJWA and Consultant entitled *Agreement for Services*, dated April 29, 2010 (*expires 12-31-2013*).

### I. PROJECT NAME OR DESCRIPTION

Canyon Lake Alum Treatment Project

### II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall process implement Alum Dosing in Canyon Lake to support the Lake Elsinore & Canyon Lake Nutrient TMDL. Project includes the Coordination Meetings to develop treatment and safety plans; up to 5 Alum Treatments and the preparation of a Final Project Report.

Consultant shall provide all labor, materials and equipment for the Project to perform the specific tasks as described in Attachment A.

*Please refer to Appendix X for acceptable formats, also found at [www.sawpa.org/html/e\\_req.htm](http://www.sawpa.org/html/e_req.htm)*

### III. PERFORMANCE TIME FRAME

Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before **December 31, 2015**.

### IV. LESJWA LIASION

Rick Whetsel and/or Mark Norton shall serve as liaison between LESJWA and Consultant.

**V. COMPENSATION**

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$488,490** in accordance with the Schedule of Rates. Payment for such services shall be made monthly upon receipt of proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed.

**VI. CONTRACT DOCUMENTS PRECEDENCE**

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

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

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

**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**

\_\_\_\_\_  
Mark Norton, Authority Administrator                      Date

**AQUATECHNEX, LLC**

\_\_\_\_\_  
(Signature)                      Date

\_\_\_\_\_  
Print or Type Name



June 3, 2013

Mark Norton  
Santa Ana Watershed Project Authority  
11615 Sterling Avenue  
Riverside, CA 92503-4979

Dear Mark,

Thank you for the opportunity to submit our proposal for the Canyon Lake Alum Treatment Project. It's exciting to see this moving to an operational phase and we hope to qualify to help your agency in these efforts. Our contact information is presented here.

Our headquarters is Aquatechnex, LLC, PO Box 30824 Bellingham, WA, 98228, 360-527-1271. Our regional office is Aquatechnex, LLC, PO Box 4193 Palm Desert, CA 92261, 760-272-5842. I will be the project manager for this mission should we be selected to perform this work, my contact information is cell phone 360-201-2612 and email [tmcnabb@aquatechnex.com](mailto:tmcnabb@aquatechnex.com). Ian Cormican, our regional manager will also be involved in managing staff, his contact information is 760-272-5842 and email [ian@aquatechnex.com](mailto:ian@aquatechnex.com).

We believe our submittal covers all your requested information. If there are questions about it, we would be happy to answer them.

Thank you for your consideration.

Sincerely,

Terry McNabb, CLM

Manager/Aquatic Biologist/Certified Lake Manager

## Proposed scope of work

Our first step would be to organize meetings with the key agency staff responsible for managing our contract and operations. This meeting would be to introduce our team, present our proposed treatment operational plan, obtain comments or address concerns and finalize our operational program.

Our team would perform a pre application planning process utilizing the Afterburner Flawless Execution Model. This planning process identifies and clarifies the goals of the project, analyzes all threats to effective completion of the mission and allows for planning to mitigate for them, identifies all resources necessary to complete the mission, reviews lessons learned from previous experiences with respect to this mission, build the operation plan and task list and plans for contingencies. This process is very effective and insures all aspects of the mission are defined, assigned and potential obstacles to completion are identified and solved.

Our team would develop a safety plan that addresses the needs of this project. This would take into account the requirements of the Canyon Lake Property Owners Association, material handling safety, spill prevention and equipment to mitigate spill, local resources for medical and emergency support and all other components necessary to complete this project with safety for the HOA residents, the environment and our team of applicators.

Alum treatments on the water need to be calibrated for water depth, speed of the application vessel, swath width and a number of other factors. We utilize ArcGIS to develop treatment map shapefiles, these files are uploaded into RAVEN Cruzier II precision application guidance systems on our treatment vessels. These systems display the treatment paths the vessel should track to, the flow rate of Alum based on water volume under the boat, record acres treated and display steering information to the vessel operator to insure complete coverage and overlap of the treatment paths. This programing is performed, examined, made part of the operational plan and uploaded to the treatment boat guidance systems.



*RAVEN Precision Application Management Systems are used on all of our application equipment to help insure complete coverage on the water and dosing based on water volume under the boat*

Our next step would be to mobilize equipment to the lake and stage it for alum application. We would also purchase and schedule delivery of Alum to the project site. We work with General Chemical Performance Products for our large bulk Alum needs. We feel they are the best provider of water treatment plant grade Alum in the United States. They do an excellent job of supporting lake treatment operations in terms of on time delivery and scheduling of tank trucks. Their drivers to an excellent job

of working around urban lakes, the tight spaces that they have to access to get to the water and staging deliver to our treatment vessels. We will also utilize storage containers at the lake as necessary.

The key to getting Alum into the lake at this volume rapidly and with minimal disruption to lake users is staging the shore side operations strategically around the lake margins. The POA has provided access to a number of locations where park facilities would allow a truck to nurse our treatment vessels. Our plan would be to operate from a site and treat areas within a 0.5 mile radius of that site so that treatment boats can get back rapidly to fill after each application pass. We have developed the attached map that shows this in a preliminary fashion (to be approved by the POA prior to implementation).

We would operate three treatment vessels on the lake to perform this work. The primary work will be performed using 30 foot modified Bayliner boats. These systems have the capacity to haul 8,000 pounds each and tanks to receive that volume of Alum are installed on each of these. They have 225 HP inboard out board engines so they can return rapidly to the shoreline Alum staging and fill site. The third boat would be equipped with a handling tank for Alum and a hose application system that can discharge material up to 60 feet from the boat. This system with trained operators can place alum throughout the fingers on this lake in and around tight spaces such as boat docks and moored vessels. All of these boats will be equipped with GPS/GIS precision guidance systems.



*We have a fleet of application vessels for larger open water application of alum. These two vessels can move 8,000 pound on the water, perform precision application and move back quickly to the access site to reload. We can process on tank truck of alum in approximately two-three hours under most conditions.*

Each of our boats are equipped with InsituSmarTROLL multi parameter water quality monitoring probes and software. This equipment can be used to measure real time key parameters such as pH and dissolved oxygen and collect profiles. It is assumed that the Agency may also be involved in monitoring these parameters, we can support that effort and keep track of this data real time as we apply Alum.

The Precision Application equipment we utilize generates reports that document treatment tracks, volume applied and acres treated. This information will be downloaded each day and used to develop a final report. It can also be make available to the contract administrator at any point during the project mission.



*Fanjet application technology allows us to apply Aluminum Sulfate across a 40 foot swath per pass to effectively speed up application on the water and reduce the time necessary to be onsite while obtaining excellent coverage.*



*Aquatechnex biologists applying Aluminum Sulfate with a system that allows for working in tight spaces such as the fingers on the East Arm.*

*This system with a good operator can reach inside and between dock slips and around moored boats very effectively and this will be key in areas where these conditions occur. A traditional boom injection system cannot maneuver in tight spaces and evenly apply Alum or other products.*

*We work doing applications around high value watercraft every day and are extremely experienced with both accurate application and no impacts to those vessels.*

The last step at the lake would be to bring the sites used back to pretreatment conditions. The team would attempt to insure that no impact to facilities provided by the POA would be affected. The management team would conduct a detailed survey of conditions prior to use and post treatment, anything of concern would then be addressed.

Our team would then demobilize from the lake and be available for the next scheduled treatment in the contracted mission.

We would develop a final report that documented all operations, any observations or lessons learned that would help future treatments on this lake and deliver that to the Agency. We would also be available to meet with the agency at any point there is a need or concern. We are also available to participate in presentations to the public as the Agency deems our support in that role helpful.

### Detailed Project Schedule

The exact dates for application are not known, however we can provide the following as a detailed project schedule.

<b>Task</b>	<b>Schedule</b>
<b>Preliminary meeting with Agency</b>	Within two weeks of contract award Agency staff schedule permitting
<b>Development of treatment and safety plans</b>	Within four weeks of contract award
<b>Mobilization for September Treatment</b>	Once dates of proposed treatment are provided to our team, we can mobilize within one week.
<b>Treatment in September</b>	Based on the volume of material (19 truck loads) it is anticipated that one week of operations on the water will be necessary to effectively apply this material with no interruptions due to weather or other conditions
<b>Demobilize from September treatment</b>	We can be demobilized from the site within 24 hours of completion of treatment.
<b>Final report</b>	We can generate and deliver the final report within two weeks of treatment completion
<b>Mobilize for February Treatments</b>	Within one week of notice to proceed
<b>Treatment in February</b>	Based on treatment volume (12 truck loads) it is estimated that we can perform this application in approximately 4 days without interruption for weather or other events
<b>Demobilization</b>	We can be clear of this site within 24 hours of treatment completion
<b>Final Report</b>	Within 2 weeks of treatment completion
<b>Other communications or meeting</b>	We can generally accommodate necessary meeting as attendance is requested within 2-4 days.

**Fee Proposal**

Based on the scope of work and the specified amounts of Alum to be applied to the lake our fee proposal would be as follows.

<b>Task</b>	<b>Unit Costs</b>	<b>Estimated Total Cost</b>
<b>Task 1, preliminary meeting</b>	Time and materials	\$500.00
<b>Task 2, develop treatment plan for both Fall and Spring application events</b>	Time and materials	\$500.00
<b>Task 3, Safety Planning</b>	Time and Materials	\$0.00
<b>Task 4, GIS mapping and Application System Programing</b>	Time and materials	\$500.00
<b>Task 5a, mobilize for September 2013 treatment</b>	Time and materials	\$1,000.00
<b>Task 5b, secure and receive 190,000 kg dry alum for application</b>	General Chemical Performance Products Cost	\$82,000.00
<b>Task 5c apply 190,000 kg dry alum to both arms Canyon Lake</b>	Lump sum	\$20,500.00
<b>Task 5d, demobilize from Canyon lake</b>	Time and materials	\$500.00
<b>Task 6a, mobilize for February 2014 treatment</b>	Time and materials	\$1,000.00
<b>Task 6b, secure and deliver 120,000 kg dry alum for application</b>	General Chemical Performance Products Cost	\$53,500.00
<b>Task 6c apply 120,000 kg dry alum to both arms Canyon Lake</b>	Lump sum	\$18,000.00
<b>Task 6d, demobilize from Canyon Lake</b>	Time and materials	\$500.00
<b>Task 7a, mobilize for September 2014 treatment</b>	Time and materials	\$1,000.00
<b>Task 7b, secure and deliver 190,000 kg dry alum to both arms of Canyon Lake</b>	General Chemical Performance Products cost	\$82,000.00
<b>Task 7c Apply 190,000 kg dry alum to both arms Canyon lake</b>	Time and materials	\$20,500.00
<b>Task 7d, demobilize from Canyon Lake</b>	Time and materials	\$500.00
<b>Task 8a mobilize for February 2015 treatment</b>	Time and materials	\$1,000.00
<b>Task 8b, secure and deliver 120,000 kg dry alum for application</b>	General Chemical Performance Products Cost	\$53,500.00
<b>Task 8c apply 120,000 kg</b>	Time and materials	\$18,000.00

<b>Task 8c demobilize from Canyon lake</b>	Time and materials	\$500.00
<b>Task 9a mobilize for September 2015 application</b>	Time and materials	\$1,000.00
<b>Task 9b, secure and deliver 190,000 kg dry alum for application</b>	General Chemical Performance Products Cost	\$82,000.00
<b>Task 9c, apply 190,000 kg Alum to Canyon lake</b>	Time and materials	\$20,500.00
<b>Task 9d, demobilize from Canyon Lake</b>	Time and materials	\$500.00
<b>Final Report and meetings</b>	Time and materials	\$750.00
<b>Total Project Costs</b>		\$460,250.00
<b>Sales Tax at 8%</b>		\$28,240.00
<b>Total Cost and Tax</b>		\$488,490.00

### Hourly Billing Rates

The following hourly billing rates are generally used by Aquatechnex to support our work

<b>Position</b>	<b>Hourly Rate</b>
<b>Senior Scientist</b>	\$120.00
<b>Project Manager</b>	\$95.00
<b>GIS Specialist</b>	\$75.00
<b>Licensed Applicator</b>	\$75.00
<b>Support Staff</b>	\$65.00

Thank you for your consideration, if questions develop please contact Terry McNabb ([tmcnabb@aquatechnex.com](mailto:tmcnabb@aquatechnex.com)) or Ian Cormican ([ian@aquatechnex.com](mailto:ian@aquatechnex.com))



*Liquid Aluminum Sulfate being applied to 900 surface acres of Lake Stevens today June 5<sup>th</sup>, 2012 to sequester phosphorus and mitigate cyanobacteria blooms that have been problematic in the past by the Aquatechnex team.*

**Proposal Cost Estimate, Canyon Lake Alum Treatment Project**

6/12/2013

**Engineer's Estimate - Steve Wolosoff/ CDM Smith**

**Alum Application Plan Parameters:**

Area of Main Body alum application (acres)	270
Area of East Bay alum application (acres)	125
Main Body lake volume (AF)	5,055
Main Body Hypolimnion volume (AF)	1,340
East Bay lake volume (AF)	1,191
Dry Alum Annual Average Application (kg/yr)	310,000
Equivalent liquid alum (kg/yr)	645,833
Equivalent liquid alum (gallons)	126,531
Equivalent Al (kg/yr)	28,210
Unit Cost (\$/kg dry alum)	\$0.44

**Quantities and Application Rates Estimated for the Main Body and East Bay for September and February Applications**

Zone	Application Schedule	Alum (kg dry alum)	Treated Volume (AF)	Dosage as Al (mg/L)	Liquid Alum (Gal)	Number of Truckloads	Gallons per acre	Cost of Alum (\$/event)	Labor Cost (\$/event)	Total Cost (\$/event) w/ 25% contingency
Main Body	February	70,000	5,055	1.0	28,571	7	106	\$30,948	\$20,000	\$64,000
Main Body	September	140,000	5,055	2.0	57,143	14	212	\$61,896	\$20,000	\$102,000
East Bay	February	50,000	1,191	2.7	20,408	5	163	\$22,106	\$20,000	\$53,000
East Bay	September	50,000	1,191	2.7	20,408	5	163	\$22,106	\$20,000	\$53,000

**Project Totals**

Zone	Application Schedule	Alum (kg dry alum)	Treated Volume (AF)	Dosage as Al (mg/L)	Liquid Alum (Gal)	Number of Truckloads	Gallons per acre	Cost of Alum (\$/event)	Labor Cost (\$/event)	Total Cost (\$/event) w/ 25% contingency
Project Total 5 events (2013-2015)		810,000			330,612	81		358,115	200,000	\$ 699,000



Quantities and Application Rates Estimated for the Main Body and East Bay for September and February Applications

Zone	Application Schedule	Alum (kg dry alum)	Treated Volume (AF)	Dosage as Al (mg/L)	Liquid Alum (Gal)	Number of Truckloads	Gallons per acre
Main Body	February	70,000	5,055	1.0	28,571	7	106
Main Body	September	140,000	5,055	2.0	57,143	14	212
East Bay	February	50,000	1,191	2.7	20,408	5	163
East Bay	September	50,000	1,191	2.7	20,408	5	163



## **LESJWA BOARD MEMORANDUM NO. 722**

**DATE:** June 20, 2013

**SUBJECT:** Regulatory Strategist and TMDL Compliance Support Services

**TO:** LESJWA Board of Directors

**FROM:** Mark R. Norton, P.E., Authority Administrator

### **RECOMMENDATION**

Staff recommends that the Board of Directors approve Task Order No. RISK160-07 with Tim Moore of Risk Sciences for an amount not-to-exceed \$48,640 to serve as regulatory strategist and compliance expert to the Lake Elsinore and Canyon Lake TMDL Task Force.

### **BACKGROUND**

Risk Sciences has provided important regulatory compliance support and facilitation to the Lake Elsinore and Canyon Lake TMDL Task Force. As such, the Technical Advisory Committee and the TMDL Task Force have reviewed and recommended for approval a new task order with LESJWA.

Under this Task Order, Risk Sciences will continue to serve as regulatory strategist and compliance expert for the Task Force. Risk Sciences also will work closely with the scientists and technical experts who are assisting the Task Force to implement actions to address the TMDLs. Risk Sciences will prepare for and participate in up to eight meetings of the TAC and /or Task Force. At these meetings, Mr. Moore will work with stakeholders to implement the following:

- 1) Assist in obtaining Regional Board approval of the CNRP and AgNMP
- 2) Prepare and revise cost allocation and credit sharing agreements to support development of BMP implementation projects
- 3) Develop water quality monitoring plan to evaluate effectiveness of the in-lake nutrient control projects (e.g. aeration and alum)

To accomplish these ends, Mr. Moore will work with stakeholders to review and select alternative regulatory implementation strategies designed to achieve compliance with the TMDL.

### **BUDGET IMPACT**

All funding for Risk Sciences Task Order No. RISK160-07 is provided by the TMDL Task Force for an amount not-to-exceed \$48,640. All staff contract administration time for this work will be taken from the TMDL budget and funded by the TMDL stakeholders.

MN/RW/dm

Attachment:

1. Risk Sciences Task Order No. RISK160-07



**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**  
**TASK ORDER NO. RISK160-07**

**CONSULTANT:** Risk Sciences  
125 New Dawn Road  
Rockvale, TN 37153

**VENDOR NO.** 1174

**COST:** \$48,640

**PAYMENT:** Monthly upon receipt of invoice

**REQUESTED BY:** Mark Norton  
Authority Administrator

June 20, 2013

**FINANCE:** \_\_\_\_\_  
Karen Williams, CFO Date

**FINANCING SOURCE:** Acct. Coding 160TMDL-6113-01  
Acct. Description General Consulting

**BOARD AUTHORIZATION REQUIRED:** YES (X) NO ( )

*Funding for this work was authorized by Board Memo LES722.*

This Task Order is issued by the Lake Elsinore & San Jacinto Watersheds Authority (hereafter "LESJWA") to **Risk Sciences** (hereafter "Consultant") pursuant to the Agreement for Services between LESJWA and Consultant dated April 20, 2006; and Amendment No. 2 extending the term of service (*expires 12-31-15*).

**I. PROJECT NAME OR DESCRIPTION**

Lake Elsinore and Canyon Lake TMDL Task Force – Compliance Expert

**II. SCOPE OF WORK / TASKS TO BE PERFORMED**

Consultant shall support the Lake Elsinore/Canyon Lake TMDL Task Force in FY2013-14. In the coming year, most of the Task Force efforts will be devoted to the following tasks, and further detailed in Attachment A:

- 1) Assist in obtaining Regional Board approval of the CNRP and AgNMP.
- 2) Prepare and revise cost allocation and credit sharing agreements to support development of BMP implementation projects.
- 3) Develop water quality monitoring plan to evaluate effectiveness of the in-lake nutrient control projects (e.g. aeration and alum). Consultant shall prepare for and participate in up to eight meetings of the Technical Advisory Committee (TAC) and/or Task Force to review and select alternative regulatory implementation strategies designed to achieve compliance with the TMDL.

**III. TIME OF PERFORMANCE**

Consultant shall begin work within five days of the date this Task Order was signed by the Authorized Officer, and shall complete performance of such services by **June 30, 2014**.

**IV. LESJWA LIAISON**

Mark Norton and/or Rick Whetsel will serve as liaison between LESJWA and Consultant.

## **V. COMPENSATION**

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$48,640** including travel expenses. Payment of the fees and expenses incurred shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to LESJWA/SAWPA by Consultant within 15 days after the end of the month in which the services were performed. The compensation to be paid herein is subject to LESJWA/SAWPA's receipt of funds for this Task Order from third parties. The Consultant shall limit activities to ensure not to expend funds that have been collected and shall curtail activities, as required, to stay within the funds available. LESJWA/SAWPA will endeavor to obtain the funds needed to fully fund the scope of work.

## **VI. CONTRACT DOCUMENTS PRECEDENCE**

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

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

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

## **LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**

---

Nancy Horton, LESJWA Chair

Date

## **RISK SCIENCES**

---

Timothy F. Moore, President

Date



Attachment A

June 6, 2013

Rick Whetsel  
Lake Elsinore - San Jacinto Watersheds Authority  
11615 Sterling Ave.  
Riverside, CA 92503

**RE: Proposed Scope-of-Work for LECL TMDL Task Force in 2013-14**

*Dear Mr. Whetsel:*

Per your request, I have prepared the following preliminary scope of work and cost estimate to support the Lake Elsinore/Canyon Lake TMDL Task Force in FY2013-14. In the coming year, most of our effort will be devoted to three large tasks:

- 1) Obtain approval of the CNRP/AgNMP (extended from FY2012-13)
- 2) Negotiate the BMP implementation agreements for both Canyon Lake and Lake Elsinore (extended from FY2012-13)
- 3) Develop a water quality monitoring plan to demonstrate the effectiveness of all in-lake nutrient control projects (coordinated with CDM-Smith).

As in the past, my role will be to serve as regulatory strategist and compliance expert for the Task Force. To accomplish these ends, I will prepare for and participate in up to eight meetings of the Technical Advisory Committee (TAC) and/or Task Force to review and revised the various regulatory implementation strategies as necessary to assure compliance with the TMDL. A summary task schedule is shown in Table 1.

**Table 1: Task Summary for 2013-14**

Task	Description	Due Date
1	Assist in obtaining Regional Board approval of the CNRP and AgNMP.	Oct., 2013
2	Prepare and revise cost allocation and credit sharing agreements to support development of BMP implementation projects.	Mar., 2014
3	Develop water quality monitoring plan to evaluate effectiveness of the in-lake nutrient control projects (e.g. aeration and alum).	Aug., 2013
4	Task Force & TAC Meetings (up to 8 trips)	To Be Scheduled

I estimate that meeting the proposed schedule will require approximately 12 hours per month. My professional fee is \$285 per hour plus travel expenses. All other direct expenses (telecommunications, postage, photocopies, etc.) are already included in the fee. The total estimated cost, including travel, is shown in Table 2 and is approximately \$1,000 less than our current contract for FY2012-13.

**Table 2: Proposed Compensation for 2013-14**

Description	Amount
Professional Fees (144 hours)	\$41,040
Travel Expenses (8 trips * \$950/trip)*	\$7,600
<b>Total</b>	<b>\$48,640</b>

\*Trip expenses are routinely shared among multiple clients to minimize costs. The estimate is based on the historical average cost for previous travel on behalf of the LE/CL Task Force.

I appreciate the opportunity to continue supporting with the Lake Elsinore/Canyon Lake TMDL Task Force and look forward to working together next year.

*Respectfully submitted,*



Timothy F. Moore

Risk Sciences  
125 New Dawn Rd.  
Rockvale, TN 37153

Phone: 615-274-2745  
Fax: 615-370-5188  
Email: tmoore@risk-sciences.com

## **LESJWA BOARD MEMORANDUM NO. 723**

**DATE:** June 20, 2013

**SUBJECT:** Watershed-wide Nutrient TMDL Monitoring Program

**TO:** LESJWA Board of Directors

**FROM:** Mark Norton, P.E., Authority Administrator

### **RECOMMENDATION**

Staff and the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Technical Advisory Committee recommend that the Board of Directors authorize Task Order No. WES160-03 with Weston Solutions for an amount not-to-exceed \$68,847, to oversee and implement the FY 2013-14 Phase 1 watershed-wide monitoring for the Lake Elsinore and Canyon Lake Nutrient Total Maximum Daily Load (TMDL).

### **DISCUSSION**

The members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force recommend that Weston Solutions continue to conduct the Phase 1 watershed-wide nutrient monitoring program.

The attached Task Order details the one-year agreement with Weston Solutions to conduct the watershed-wide component of the nutrient TMDL compliance monitoring program. Included with this Task Order is a scope of work and budget providing a detailed description of support services to be performed by the consultant through FY 2013-14.

Through this agreement, Weston Solutions will provide the following services to the LE&CL TMDL Task Force:

- Conduct wet season watershed-wide compliance monitoring activities for FY 2013-14 as described in the San Jacinto River Watershed Sampling Plan and Quality Assurance Project Plan (QAPP).
- Prepare data reports summarizing the findings from dry and wet season sampling activities.
- Coordinate with RCFC&WCD staff to implement any necessary revisions to the LE&CL Watershed-wide Monitoring Plan and QAPP.
- Provide status updates to the TMDL Task Force.

### **BACKGROUND**

In 2004, the Regional Board adopted Total Maximum Daily Loads (TMDL) to control nitrogen and phosphorus concentrations in Lake Elsinore and Canyon Lake. One of the TMDL requirements is for stakeholders to prepare and implement a Watershed-wide Nutrient Monitoring Program to determine compliance of the upstream watershed with interim and/or final nitrogen and phosphorus allocations, as well as compliance with the nitrogen and phosphorus TMDLs and load allocations (LA), including waste load allocations (WLAs) to the downstream lakes.

In March 2006, the Regional Board approved and adopted a single comprehensive nutrient monitoring plan to address the requirements of the TMDLs, the Lake Elsinore and Canyon Lake Nutrient TMDL Monitoring Plan. This plan, funded and developed by LESJWA, includes a component to conduct Phase 1 watershed-wide monitoring, the San Jacinto River Watershed Sampling Plan.

Due to staffing and resource issues, the Riverside County Flood Control and Water Conservation District is unable to provide staff to conduct the Watershed-wide Nutrient TMDL Compliance Monitoring Program, and has requested that the Lake Elsinore and Canyon Lake TMDL Task Force investigate hiring a consultant to perform the work.

#### **RESOURCES IMPACT**

The TMDL Task Force FY 2013-14 Budget provided a budget of \$70,000 to conduct watershed-wide nutrient monitoring. All staff contract administration time for this contract will be taken from the TMDL budget and funded by the TMDL Stakeholders.

MN/RW/dm

Attachment:

1. Task Order No. WES160-03

**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**  
**TASK ORDER NO. WES160-03**

**CONSULTANT:** Weston Solutions, Inc. **VENDOR NO.** 1728  
2433 Impala Drive  
Carlsbad, CA 92010

**COST:** \$68,847

**PAYMENT:** Monthly, upon receipt of proper invoice

**REQUESTED BY:** Rick Whetsel, Sr. Watershed Planner **June 2013**

**FINANCE:** \_\_\_\_\_  
Karen Williams, CFO Date

**FINANCING SOURCE:** Acct. Coding 160-TMDL-6113-01  
Acct. Description TMDL Task Force

**BOARD AUTHORIZATION REQUIRED:** YES (X) NO ( )  
*Board Memo LES723*

This Task Order is issued upon by the Lake Elsinore & San Jacinto Watersheds Authority (hereafter "LESJWA") to **Weston Solutions** (hereafter "Consultant") pursuant to the Agreement between LESJWA and Consultant entitled *Agreement for Services*, dated September 29, 2011, (expires December 31, 2014).

**I. PROJECT NAME OR DESCRIPTION**

San Jacinto Watershed-wide Nutrient TMDL Monitoring

**II. SCOPE OF WORK / TASKS TO BE PERFORMED**

Consultant shall conduct Phase 1 of the watershed monitoring program for Lake Elsinore and Canyon Lake Nutrient TMDL for fiscal year 2013-2014. Consultant shall conduct water quality monitoring for up to three storm events per fiscal year consistent with the approved San Jacinto River Watershed Sampling Plan and QAPP. Consultant shall prepare and submit to the Lake Elsinore/Canyon Lake TMDL TAC a draft and final Annual Water Quality Monitoring Report for review and comment. The Scope of Work includes an optional item for Consultant to update the TMDL Monitoring Plan. The detailed Scope of Work and fee schedule are attached (**Attachment A**).

*Please refer to Appendix X for acceptable formats, also found at [www.sawpa.org/html/e\\_req.htm](http://www.sawpa.org/html/e_req.htm)*

**III. PERFORMANCE TIME FRAME**

Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before **September 30, 2014**.

**IV. LESJWA LIAISON**

Rick Whetsel and/or Mark Norton will serve as liaison between LESJWA and Consultant.

**V. COMPENSATION**

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$68,847** in accordance with the rate schedule as shown in Scope of Work. Payment for such services shall be made monthly upon receipt of proper invoices from Consultant, as required by the above-mentioned Agreement for Services.

**VI. CONTRACT DOCUMENTS PRECEDENCE**

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

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

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

**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**

\_\_\_\_\_  
Nancy Horton, Chair

\_\_\_\_\_  
Date

**WESTON SOLUTIONS, INC.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name



WESTON SOLUTIONS, INC.  
5817 Dryden Place, Suite 101  
Carlsbad, CA 92008  
(760) 795-6900 / (760) 931-1580 FAX  
www.westonsolutions.com

## Attachment A

May 24, 2013

Mr. Rick Whetsel  
Watershed Planner  
Lake Elsinore & San Jacinto Watersheds Authority  
11615 Sterling Avenue  
Riverside, CA 92503

### **Subject: Proposal for Lake Elsinore and Canyon Lake Nutrient TMDL Watershed-Wide Storm Monitoring Program, 2013-2014**

Dear Mr. Whetsel:

Weston Solutions, Inc. (Weston) is pleased to provide this scope of work and cost estimate for conducting the Lake Elsinore and Canyon Lake Nutrient Total Maximum Daily Loads (TMDL) Watershed-Wide Storm Monitoring Program during the 2013-2014 wet weather season. These monitoring activities will be continued to address the Phase 1 monitoring requirements of the Lake Elsinore and Canyon Lake Nutrient TMDL. Weston has complete familiarity with the monitoring and reporting requirements for this program. Weston's approach to the Watershed-Wide Storm Monitoring Program is to provide Lake Elsinore and San Jacinto Watershed Authority (LESJWA) with the necessary expertise and experience to successfully complete the wet weather monitoring and reporting conducted during The Fiscal Year (FY) 2013-2014.

The FY 2013-2014 monitoring includes the following tasks:

Task 1	Coordination with RCFC&WCD and Update Plans
Task 2	Watershed-Wide Monitoring
Task 3	Attend LECL TMDL Task Force Meetings
Task 4	Draft and Final Report

The scope, approach, and deliverables for each of the listed tasks are presented as follows. A project schedule and cost summary are presented following the task specific descriptions.

#### **Task 1: Coordination Activities with RCFC&WCD and Update of Plans**

Weston will meet with the Riverside County Flood Control & Water Conservation District (RCFC&WCD) staff to discuss the history and site specific considerations involved in the wet weather monitoring program. During this meeting, we will also discuss approaches to conducting the sampling, protocols for go/no-go decisions as to whether to sample, and overall communication between Weston and RCFC&WCD staff. Weston will prepare meeting minutes that provide a summary of the discussions.

Weston will review and update as needed the existing San Jacinto River Watershed Stormwater Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) for the Lake Elsinore, Canyon Lake and San Jacinto River TMDL Watershed Monitoring.

Weston will also visit each of the monitoring locations to assess the site conditions and plan any necessary repairs.

### **Task 2: Watershed-Wide Monitoring**

In accordance with the SAP and QAPP, Weston will conduct water quality monitoring for up to three storm events during FY 2013-2014. There are four monitoring locations throughout the San Jacinto River watershed; Lake Elsinore and Canyon Lake area. The four monitoring locations are located near stream gauge stations installed by the US Geological Survey. The monitoring locations are described in Table 1.

**Table 1. Monitoring Locations**

<b>Location Number and Description</b>
3- Salt Creek at Murrieta Rd
4- San Jacinto River at Goetz Rd
6- San Jacinto River at Ramona Expressway
30- Canyon Lake Spillway

Weston anticipates storm monitoring at Site 3, Site 4 and Site 30 during FY 2013-2014. There is a small contingency task included in this scope to cover monitoring of Site 6 in the event that Mystic Lake overflows and triggers a sampling event. Mystic Lake has not overflowed for over ten years.

Prior to the wet weather season, Weston technicians will inspect all equipment, make necessary repairs and ensure all equipment is calibrated and functioning properly. To prepare each monitoring site, Weston will install the necessary automated sampling equipment and new Teflon lined sampler tubing to collect discrete time-weighted samples at each location. The equipment will be housed inside existing Knaack equipment boxes bolted on concrete pads at each monitoring location.

Throughout the wet weather season (October through May), Weston will continually monitor the weather forecast to keep up to date on upcoming storm events and coordinate with RCFC&WCD to determine which storms to mobilize for. The factors that will be used to proceed with sampling mobilization include; antecedent moisture conditions, National Weather Service (NWS) digital point forecasts, and NWS quantitative precipitation forecasts. The storm size criteria for mobilization is a storm rainfall total of greater than an 1 inch forecast within 24 hours from November to January, and a storm rainfall total of greater than 0.5 inch forecast within 24 hours from January to May.

The TMDL sampling methodology described in the SAP requires the collection and analysis of 8-12 discrete samples collected over the duration of the hydrograph. The first sample will be collected once the flow has started and subsequent automated samples will be conducted across the hydrograph to collect 8 to 12 discrete samples. The samples will be collected at intervals of approximately 2 to 4 hours over the rising limb of the hydrograph, depending on the forecasted size of the storm event. Some of the monitoring sites may convey flow for extended periods due to the hydrologic response of the large tributary drainage area, resulting in a lengthy sampling period for the falling limb of the hydrograph to properly distribute the samples across the storm hydrograph.

Water quality samples will be collected by Weston staff and delivered to E.S. Babcock Environmental Laboratories (Babcock), a California Environmental Laboratory Accreditation Program certified laboratory. In the field, all analytical samples will be placed on wet ice or frozen ice packs and identification information for each sample will be recorded on field data sheets and chain-of-custody forms. Chain-of-custody forms will be completed for each sample and accompany the samples to the laboratory. The collected samples are to be delivered to the laboratory for analyses as soon as practicable. Samples will be handled, prepared, transported, and stored in a manner so as to minimize loss, misidentification, contamination, and/or degradation. Samples will be analyzed by Babcock for the analytes summarized in Table 2. Analytical Constituents Table 2 **Error! Reference source not found.** Field measurements (pH, temperature, and turbidity) will be taken throughout the storm events by Weston staff using a calibrated YSI 6920 multiparameter data sonde. The complete list of analytes including methods, reporting limits, minimum detection limits, holding times, bottles, and preservatives is presented in the SAP.

**Table 2. Analytical Constituents**

<b>Parameter</b>
Turbidity (field measurement)
Water Temperature (field measurement)
pH (field measurement)
Total Organic Nitrogen (Org-N)
Nitrite Nitrogen (NO <sub>2</sub> -N)
Nitrate Nitrogen (NO <sub>3</sub> -N)
Ammonia Nitrogen (NH <sub>4</sub> -N)
Total Kjeldahl Nitrogen (TKN)
Total Phosphorus (TP)
Soluble Reactive Phosphorus (SRP / ortho-P)
Total Suspended Solids (TSS)
Chemical Oxygen Demand (COD)*
Biochemical Oxygen Demand (BOD)*
Total Dissolved Solids (TDS)
Total Hardness

At the conclusion of each monitored storm event, a Weston technician will visit each site to remove the unused sample bottles, download the data and turn off the equipment. Weston will communicate with RCFC&WCD staff regarding the completion of the sampling activities and provide an overall assessment of the storm event.

Analytical data will be reviewed and verified by Babcock to determine whether the data quality objectives have been met, and whether appropriate corrective actions have been taken, when necessary. The laboratory will supply analytical results in both hard copy and electronic formats. The laboratory will have the responsibility of ensuring that both forms are accurate. After completion of the data review by the laboratory, hard copy results will be placed in the project file at Weston, and the results in electronic format

will be imported into Weston's database system. Following Weston's review of the data it will be submitted to California Environmental Data Exchange Network (CEDEN).

### **Task 3: Attend Lake Elsinore and Canyon Lake TMDL Task Force Meetings**

Weston staff will attend up the three meetings of the Lake Elsinore and Canyon Lake Task Force (Task Force) during the FY 2013-2014 to provide updates on monitoring activities and present summaries of monitoring progress and results. As appropriate, Weston will develop and deliver PowerPoint presentations to present the monitoring results in a clear format.

### **Task 4: Draft and Final Report**

Weston will prepare a draft and final FY 2013-2014 Lake Elsinore and Canyon Lake Nutrient TMDL Annual Water Quality Monitoring Report. As in previous years, this report will incorporate the results of the watershed-wide storm monitoring, along with the stormwater results collected by the US Forest Service at the Cranston monitoring site (if available), and in-lake water quality data collected by others (if available). Weston will provide fifteen hard copies and an electronic CD of the draft report to the Task Force for review and comment. Weston will provide at least two weeks for the Task Force to review the draft report. Once all the comments have been addressed Weston will finalize the report and deliver 15 hard copies and a CD of the final report to the Task Force.

### **Task Schedule**

Weston thoroughly understands that developing a realistic completion schedule to the satisfaction of the LESJWA is the key to making this a successful project. The approach we have formulated and the Weston team we have assembled are specifically geared to meet the schedule presented in this scope. For the schedule, we have assumed a start date of July 1, 2013 and identified a project completion date of June 30, 2014. Upon approval and Notice to Proceed, Weston will commence work and adhere to the following proposed schedule in Table 3.

**Table 3. Task Schedule**

<b>Task</b>	<b>Description</b>	<b>Start Date</b>	<b>Finish Date</b>
Task 1	<b>Coordination with RCFC&amp;WCD and Update Plans</b>		
	Notice to Proceed	07/01/2013	07/01/2013
	Meeting with RCFC&WCD/Site Visits	09/03/2013	09/13/2013
	Update QAPP and SAP	09/14/2013	10/01/2013
Task 2	<b>Watershed-Wide Monitoring</b>		
	Initial Site Preparation	09/03/2013	10/01/2013
	FY 2013-2014 Monitoring (three events)	10/01/2013	04/30/2014
Task 3	<b>Attend LECL TMDL Task Force Meetings</b>		
	Attend Three Meetings and Prepare Monitoring Updates	10/01/2013	06/30/2014
Task 4	<b>Draft and Final Report</b>		
	Draft FY 2013-2014 Report	05/01/2014	06/06/2014

Task	Description	Start Date	Finish Date
	Draft Review	06/06/2014	06/20/2014
	Final FY 2013-2014 Report	06/20/2014	06/30/2014

### **Project Cost Summary**

The estimated costs by for each task defined in Weston's scope are provided in Table 4. All tasks are on a time and materials basis with the cost divided into labor, mileage, and equipment and materials. The mileage rate is based on \$0.565 per mile and the details for the estimated costs of equipment and materials are provided in Table 5. The hourly billing rates for each team member of the proposed Weston team are presented in Table 6.

**Table 4. Cost Estimate**

Task	Description	Labor	Mileage	Equipment and Materials	Subtotal
Task1	General Project Management	\$ 2,980	\$ -	\$ -	\$ 2,980
	Meeting with RCFC&WCD/Site Visits	\$ 2,500	\$ 113	\$ -	\$ 2,613
	Update QAPP and SAP	\$ 3,190	\$ -	\$ -	\$ 3,190
	Task 1 Subtotal- Coordination with RCFC&WCD and Update Plans				\$ 8,783
Task 2	Monitoring Site Preparation (includes obtaining and installing equipment, site maintenance and repairs)	\$ 7,930	\$ 113	\$ 3,556	\$ 11,599
	FY 2013-2014 Monitoring (three events- includes team of two)	\$ 24,850	\$ 509	\$ 1,650	\$ 27,009
	False Starts (Assumes two per year)	\$ 2,600	\$ 57	\$ -	\$ 2,657
	Contingency*	\$ 3,000	\$ -	\$ -	\$ 3,000
	Task 2 Subtotal- Watershed-Wide Monitoring				\$ 44,264
Task 3	Attend Three Meetings and Prepare Monitoring Updates	\$ 3,410	\$ 170	\$ -	\$ 3,580
	Task 3 Subtotal- Attend LECL TMDL Task Force Meetings				\$ 3,580
Task 4	Draft FY 2013-2014 Report	\$ 10,090	\$ -	\$ -	\$ 10,090
	Final FY 2013-2014 Report	\$ 2,130	\$ -	\$ -	\$ 2,130
	Task 4 Subtotal- Draft and Final Report				\$ 12,220
FY 2013-2014 Total Project Cost (Not to Exceed)					\$ 68,847

\*Contingency is the estimated cost to sample two storm events at the Site 6-San Jacinto River at Ramona Expressway in the event that Mystic Lake overflows. A Mystic Lake overflow is not expected in FY2013-2014.

**Table 5. Estimated Cost for Equipment and Materials for Task 2- Watershed-Wide Monitoring**

Description	Unit Cost	Daily Rate	Monitoring Site Preparation	FY 2013-2014 Monitoring
Misc. sampling supplies (disposable sampling equipment, gloves, etc. per year cost)	\$ 150.00	\$ -	0	1
Ice (3 per event per site)	\$ 5.00	\$ -	0	18
12V deep cycle battery (one per site )	\$ 125.00	\$ -	3	0
Teflon/St. Strainers (one per site)	\$ 79.00	\$ -	3	0
Set of (24) 1 Liter Polyethylene Bottles with Caps (one set per event per site)	\$ 120.00	\$ -	9	0
Teflon lined sampler tubing, 100 ft., 3/8 in. (one per site)	\$ 527.00	\$ -	3	0
Silicone sampler tubing, 50 ft., 3/8 in. (one per year)	\$ 283.00	\$ -	1	0
YSI Calibration Solution (per event)	\$ 20.00	\$ -	0	3
YSI 6920 Multiparameter data sonde (2 days each event)	\$ -	\$ 175.00	0	6
Field computer (2 days each event)	\$ -	\$ 50.00	0	6
<b>Total Cost</b>			<b>\$ 3,556.00</b>	<b>\$ 1,650.00</b>

**Table 6. Hourly Billing Rates**

Team Member	Classification	Hourly Billing Rate
Garth Engelhorn	Project Manager	\$ 155.00
Dave Renfrew, CPSWQ	Technical Advisor	\$ 165.00
Anthony Cotts, PE	Engineer	\$ 150.00
Sheri Dister	GIS Specialist	\$ 140.00
Damon Owen	Senior Scientist	\$ 140.00
Laurence Campagna	Scientist 3	\$ 120.00
Scott Cropper	Scientist 1	\$ 100.00
Justin Scott	Senior Technician	\$ 75.00
Michelle Patzius	Word Processing	\$ 75.00

The level of effort proposed herein reinforces the commitment of the Weston team to meet the milestones and completion dates presented in the schedule. On behalf of the entire WESTON team, we look forward to continue conducting the Lake Elsinore and Canyon Lake Nutrient TMDL Watershed-Wide Storm Monitoring. Should you require any further information, please do not hesitate to call me at 760-795-6921 or via email at [garth.engelhorn@westonsolutions.com](mailto:garth.engelhorn@westonsolutions.com).

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Engelhorn', written in a cursive style.

Garth Engelhorn  
Project Manager  
Weston Solutions, Inc.



## **LESJWA BOARD MEMORANDUM NO. 724**

**DATE:** June 20, 2013

**SUBJECT:** Education and Outreach Program

**TO:** LESJWA Board of Directors

**FROM:** Mark R. Norton, P.E., Authority Administrator

### **RECOMMENDATION**

Staff recommends that the Board of Directors approve Task Order No. OREIL477-12 with O'Reilly Public Relations for an amount not-to-exceed \$17,050 for continuation of the LESJWA Education and Outreach Program for FY 2013-14.

### **BACKGROUND**

O'Reilly Public Relations has provided excellent public relations consulting services for LESJWA as part of its Education and Outreach Program since 2001. Over the past few years, LESJWA's Education and Outreach Committee and Board agreed to scale back the outreach program from its original former budget line item of \$50,000 to a much smaller proportion in light of limited funding availability. In discussions with the LESJWA Board in April 2013 and in support the LESJWA Education and Outreach Committee recommendations, the Board agreed that continuing these services is important, particularly in handling media coverage of lake conditions and assuring continuance of the annual LESJWA Water Summit, and other important outreach activities as part of the FY 2013-14 LESJWA Budget approved on April 18, 2013. A task order with the scope of work is attached for consideration.

Philip Southard from O'Reilly Public Relations will provide an overview of major education and outreach deliverables prepared over the past year, and a review of the scope of work anticipated in the proposed task order.

### **RESOURCES IMPACT**

Sufficient funding has been provided in the approved LESJWA FY 2013-14 Budget.

MN:dm

Attachment:

1. Task Order No. OREIL477-12



**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**  
**TASK ORDER NO. OREIL477-12**

**CONTRACTOR:** O'Reilly Public Relations  
3403 Tenth Street, #110  
Riverside, CA 92501

**VENDOR NO.** 1649

**COST:** \$17,050

**PAYMENT:** Upon receipt of proper Invoice

**REQUESTED BY:** Mark R. Norton, Authority Administrator

June 2013

**FINANCE:** \_\_\_\_\_  
Karen Williams, CFO Date

**FINANCING SOURCE:**

Acct. Coding	150-NON-C-6113-01
Acct. Description	Consulting General

**LESJWA BOARD AUTHORIZATION REQUIRED:**

YES (X) NO ( )  
*Board Memo No. LES724*

This Task Order is issued by the Lake Elsinore & San Jacinto Watersheds Authority (hereafter "LESJWA") to **O'Reilly Public Relations** (hereafter "Consultant"), pursuant to the Agreement between LESJWA and Consultant entitled Agreement for Services by Independent Contractor, dated May 17, 2001, and extended through Amendment No. 6 (*expires 6-30-2014*).

1. **Project Name or Description**  
Education and Outreach Consulting Services.

2. **Scope of Work / Tasks to be Performed**  
Consultant shall provide all labor, materials, and equipment for the Project to perform the tasks as outlined in the 2013-2014 Education and Outreach Work Scope (attached).

The Work Scope tasks are subject to approval by the Education and Outreach Committee and may be subject to modification depending on communications needs. The goals and tasks are detailed on **Attachment A**.

*Please refer to Appendix X for acceptable formats, also available at [www.sawpa.org/html/e\\_req.htm](http://www.sawpa.org/html/e_req.htm)*

3. **Time of Performance**  
Consultant shall coordinate with the LESJWA representative on work tasks and shall complete performance of such services by or before **June 30, 2014**.

4. **LESJWA Liaison**  
Mark Norton, Authority Administrator, will serve as liaison between LESJWA and Consultant.

5. **Compensation**  
For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$17,050** in accordance with the attached Budget Proposal. Payment of such fees shall be made monthly upon receipt of timely and proper invoices from Consultant as required by the above-mentioned Agreement. Each such invoice shall be provided by Consultant within 15 days after the end of the month in which the services were performed.

6. **Precedence of Contract Documents**

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

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

**IN WITNESS WHEREOF**, the parties have executed this Task Order on the date indicated below.

**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**

\_\_\_\_\_  
Mark Norton, Authority Administrator

\_\_\_\_\_  
Date

**O'REILLY PUBLIC RELATIONS**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print /Type Name



## Lake Elsinore & San Jacinto Watersheds Authority 2013-2014 Education and Outreach Work Scope

Goals		
<ol style="list-style-type: none"> <li>1. To provide public information support regarding the planning, design and implementation of projects to improve water quality at Lake Elsinore, Canyon Lake and the San Jacinto River Watershed.</li> <li>2. To work with the LESJWA board to inform stakeholders about the need for reliable funding to operate and maintain water quality improvement projects at Lake Elsinore, Canyon Lake and the San Jacinto River Watershed.</li> <li>3. To support the public education efforts of LESJWA which will serve as the administrator of the Lake Elsinore and Canyon Lake TMDL Task Force and a water quality trading program for the San Jacinto River Watershed.</li> </ol>		

Tactics	Costs	Total
<b>Canyon Lake Water Treatment Outreach</b>		
<ol style="list-style-type: none"> <li>1. <b>Community Relations</b> <ul style="list-style-type: none"> <li>• OPR will design and revise existing collateral materials as needed to address new milestones/developments in Canyon Lake's water treatment.</li> <li>• OPR will work with EOC committee members to develop strategies and responses to provide outreach to community members.</li> </ul> </li> <li>2. <b>Media Relations</b> <ul style="list-style-type: none"> <li>• OPR will provide assistance in drafting a news release, as needed, based on recommended media calendar items and/or breaking news events.</li> <li>• OPR will also provide media response assistance in the event of a major issues or unexpected events.</li> </ul> </li> </ol>	OPR Fees: \$7,500	<b>\$7,500</b>

<b>LESJWA Water Summit</b>		
<b>3. Invitations and Attendees</b> <ul style="list-style-type: none"> <li>OPR to develop design content for email invitations to event invitees</li> <li>OPR to track RSVPs and attendee count</li> </ul> <b>4. Attendee packets</b> <ul style="list-style-type: none"> <li>OPR to develop and assemble informational packets for summit attendees including brochures, media coverage and follow-up briefing materials</li> </ul> <b>5. Logistics</b> <ul style="list-style-type: none"> <li>OPR to provide logistics and staffing assistance, as needed</li> </ul>	Printing: \$550  OPR Fees: \$4,000	<b>\$4,550</b>
<b>Outreach and Administration</b>		
<b>6. Project Management</b> <ul style="list-style-type: none"> <li>OPR will maintain close contact with LESJWA board and staff and provide strategic counsel regarding appropriate outreach changes or additions as needed throughout the year.</li> <li>OPR will identify and carry out strategies through regular communications and, when appropriate, meetings with the client.</li> <li>OPR will evaluate the program mid-year to analyze its effectiveness and redirect as needed.</li> <li>OPR will attend quarterly EOC committee meetings at EVMWD.</li> </ul>	OPR Fees: \$5,000	<b>\$5,000</b>
<b>Issue Management</b>		
<b>7. Issue Management</b> <ul style="list-style-type: none"> <li>OPR, upon authorization of the LESJWA Board of Directors, will perform any work above and beyond the scope of work as needed on a time and materials basis.</li> </ul>	OPR Fees: Time/Materials	<b>As Needed</b>
<b>OPR EXPENSES: \$16,500</b>		
<b>OUTSIDE EXPENSES: \$550</b>		
<b>2013/2014 TOTAL: \$17,050</b>		
<b>OVERALL TOTAL: \$17,050</b>		

## LESJWA BOARD MEMORANDUM NO. 725

**DATE:** June 20, 2013

**SUBJECT:** Authorize LESJWA Authority Administrator and Legal Counsel

**TO:** LESJWA Board of Directors

**FROM:** Mark R. Norton, P.E., Authority Administrator

### RECOMMENDATION

Staff recommends that the Board of Directors Authorize SAWPA to continue in its role as administrator of the Authority and Joe Aklufi of Aklufi and Wysocki to continue in its role as legal counsel for the Authority for the next three years based on review of performance and competitiveness.

### BACKGROUND

Since LESJWA's formation, the Santa Ana Watershed Project Authority (SAWPA) has served as the Administrative Authority for LESJWA based on authorization of the LESJWA Board. At the April 2013 LESJWA Board meeting, questions arose as to whether SAWPA's administrative costs remain competitive and it was requested that the Authority Administrator share more detail of the roles and responsibilities, staff time, and staff rates. A question also had been raised whether the financial statements should reflect salaries, burden and overhead when SAWPA, in essence, serves as a consultant to perform administrative functions for the LESJWA JPA. LESJWA does not have any authorized staff personnel at this time and relies solely on SAWPA's services for all administrative functions.

The cost impacts of utilizing outside consultant services in place of SAWPA was included and evaluated as part of the LESJWA Business Plan prepared by staff to evaluate the long term financial outlook for the organization in February 2011. The cost competitiveness of SAWPA services in providing support are particularly important, as LESJWA evaluates future funding opportunities to continue to operate as a JPA in support of the LESJWA JPA member agencies and the LE/CL TMDL Task Force agencies. Extracts from the 2011 LESJWA Business Plan are indicated below:

*"As a watershed entity, SAWPA, will be pursuing competitive grants made available from State and Federal sources for watershed planning, watershed coordination staffing and other watershed projects. Because SAWPA is pursuing funding that also potentially could be applied for by LESJWA, this presents areas that some may consider a conflict of interest, considering SAWPA serves as the administrator of LESJWA. Historically, SAWPA has served as a catalyst for getting regional projects implemented and then passing the baton of control over to local entities to continue operations and maintenance activities. Thereafter, SAWPA typically will withdraw from the newly formed JPA or operations organization unless strongly recommended to remain. To date, SAWPA has not withdrawn in its administrative role based on the encouragement of the LESJWA Board to remain as administrator."*

### Alternative Administrative Support

*"... as an alternative to SAWPA's continued support as LESJWA's administrator, is to request outside administrative support services through a RFP process for possible consultant support, or to have one of the LESJWA member agencies take over the administration. The administration costs to operate LESWA may decrease, but it is difficult to estimate by how much. The most significant downside would be the loss of institutional memory and the steep learning curve that any new administrator would need to address."*

*Depending on the activity level, the administrator support must be adaptable to changing situations. Any administrator chosen should have sufficient support functions such as accounting, finance, administrative, legal and planning support. Oftentimes, the administrator will have to be proactive in grant writing and applications to support LESJWA goals. If State or Federal grants are successful, the full complement of support services to administer these grants is important. SAWPA has indicated that although it is willing to continue to support LESJWA indefinitely, issues of conflicting interest have arisen in competitive Statewide grant preparation, which may hinder LESJWA's efforts to pursue grant funding or exercise its autonomy as much as it may desire."*

SAWPA staff conducted a cost comparison of SAWPA hourly rates which include salary, burden and overhead to various consulting firms providing similar services. SAWPA's hourly rates overall remain below consultant rates and competitive. Further, based on extensive administrative experience and success in grant acquisitions that SAWPA provides to LESJWA, a transition to an outside consulting firm would result in steep learning curve and significant costs. Consequently, staff recommends that LESJWA continue to use SAWPA as the authority administrator for the next three years. Thereafter, rates and effectiveness can be reevaluated to assure competitiveness.

#### **Legal Counsel**

Joe Aklufi of Aklufi and Wysocki has served as legal counsel for LESJWA since its formation in the year 2000. Further, Mr. Aklufi served in a similar role with LESJWA's predecessor, the Lake Elsinore Management Agency. His legal support and counsel has served LESJWA effectively over this period of time. To assure competitiveness and cost effectiveness, Aklufi & Wysocki's legal rates were compared to SAWPA's legal counsel rates. Joe Aklufi's hourly rates are very competitive. In light of Joe Aklufi's cost effectiveness and extensive experience and awareness of issues relating to LESJWA, staff recommends that LESJWA continue to utilize Joe Aklufi as LESJWA legal counsel for the next three years.

SAWPA staff has prepared some briefing documents and a presentation regarding the administrative duties, staffing costs, and staff hours.

#### **RESOURCES IMPACT**

SAWPA is supportive of providing staff to serve as administrators for LESJWA. Funding of SAWPA staff time for LESJWA activities is provided by TMDL stakeholder funding, grant administration funding, and local contributions from LESJWA member agencies. Funding for LESJWA legal counsel has been budgeted.

MN:dm

#### **Attachments:**

1. LESJWA JPA Administrative Tasks
2. LESJWA Total FY 13-14 Operating Revenue Graph

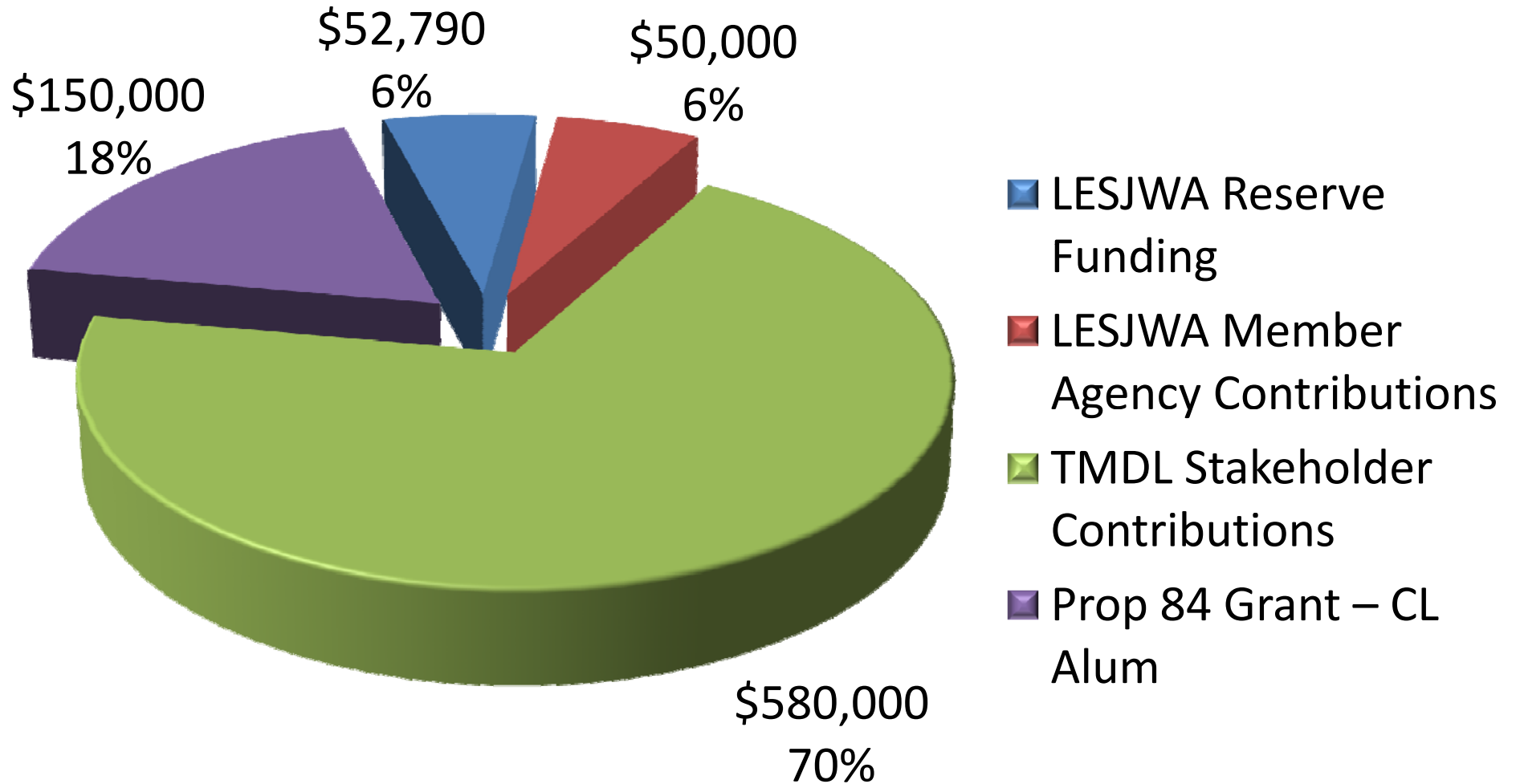
## **SAWPA Task Breakdown**

### **JPA Administration**

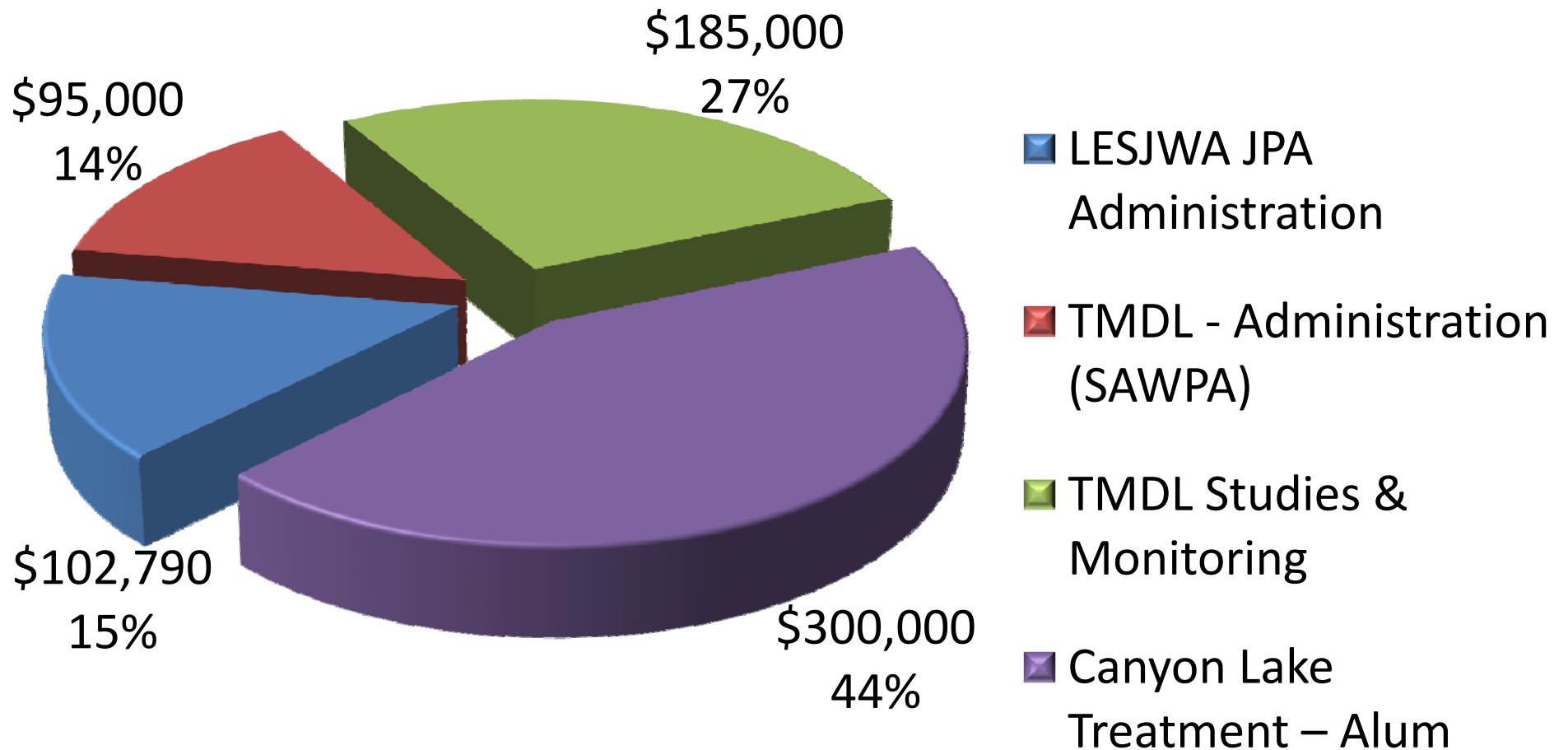
1. *Prepare all Consultant and SWRCB/DWR Contracts, Task Orders and Amendments.*
2. *Prepare all Board meeting staff reports and attachments.*
3. *Prepare Committee and Board Agendas.*
4. *Facilitate Board meetings, Scoping Committee meetings, Finance Committee meetings, Public Relations Committee, and related coordination meetings.*
5. *Prepare and distribute meeting minutes to the Board, Committees, and interested parties.*
6. *Prepare financial accounting of revenue and expenses including multiple accounting from DWR or SWRCB grant reporting needs.*
7. *Oversee legal representation and review of all contracts and JPA issues*
8. *Represent LESJWA in interviews and discussion with media.*
9. *Review all invoices and assign account codes to each.*
10. *Prepare invoices to all Board members for budget and SWRCB or DWR for grant share.*
11. *Distribute all meeting handouts to regular attendees not in attendance.*
12. *Attend RWQCB and SWRCB meetings on related projects to JPA activities.*
13. *Respond to information requests about study and JPA from Interested parties.*
14. *Forward all pertinent review comments from committee members to consultants.*
15. *Review and oversee hiring and contracting for annual audit.*
16. *Prepare grant applications to supplement project funding.*
17. *Prepare and set up for meetings*
18. *Maintain and operate the LESJWA website including adding news, RFPs, studies, and other pertinent material.*



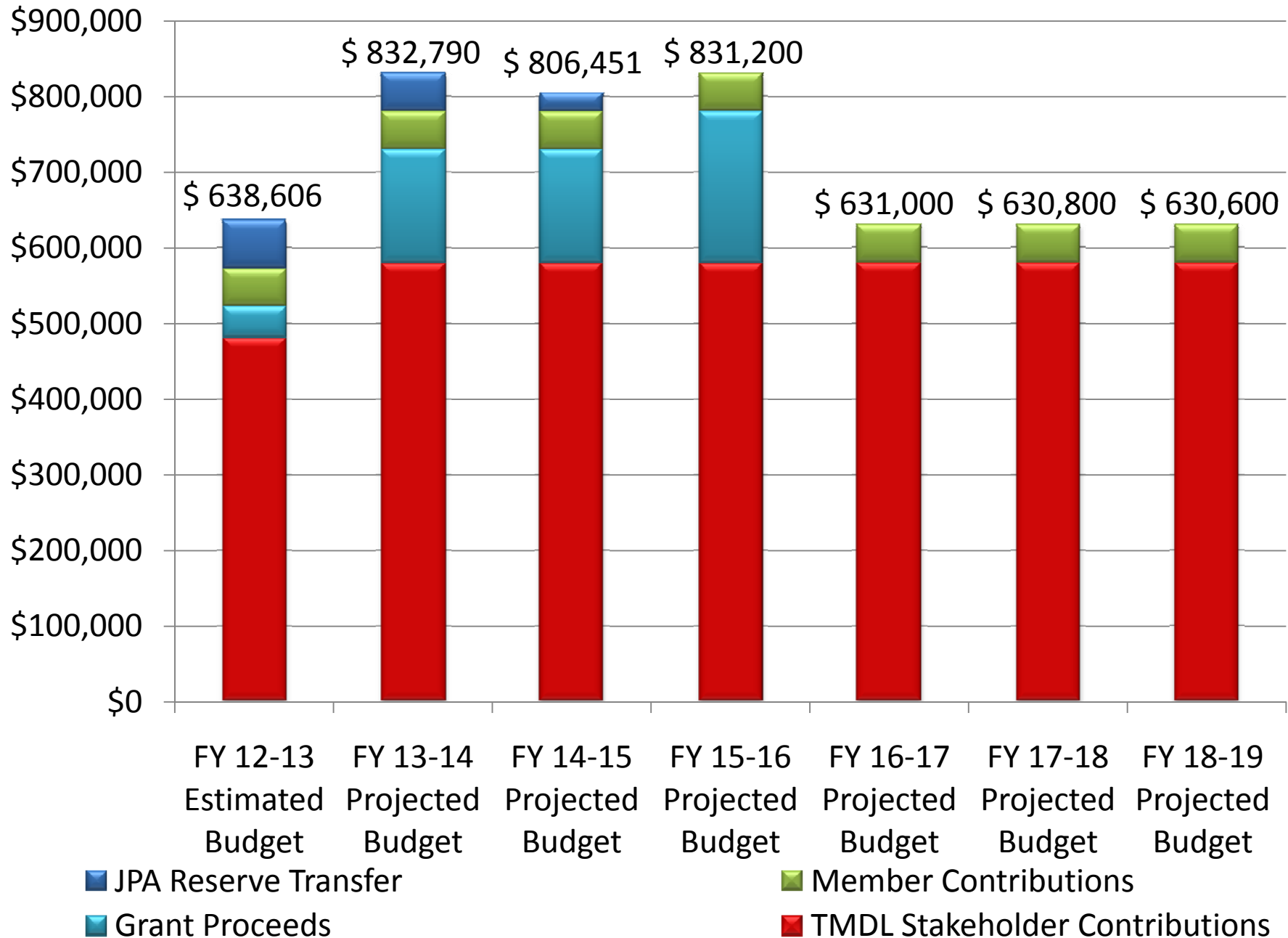
# LESJWA Total FY 13-14 Operating Revenue



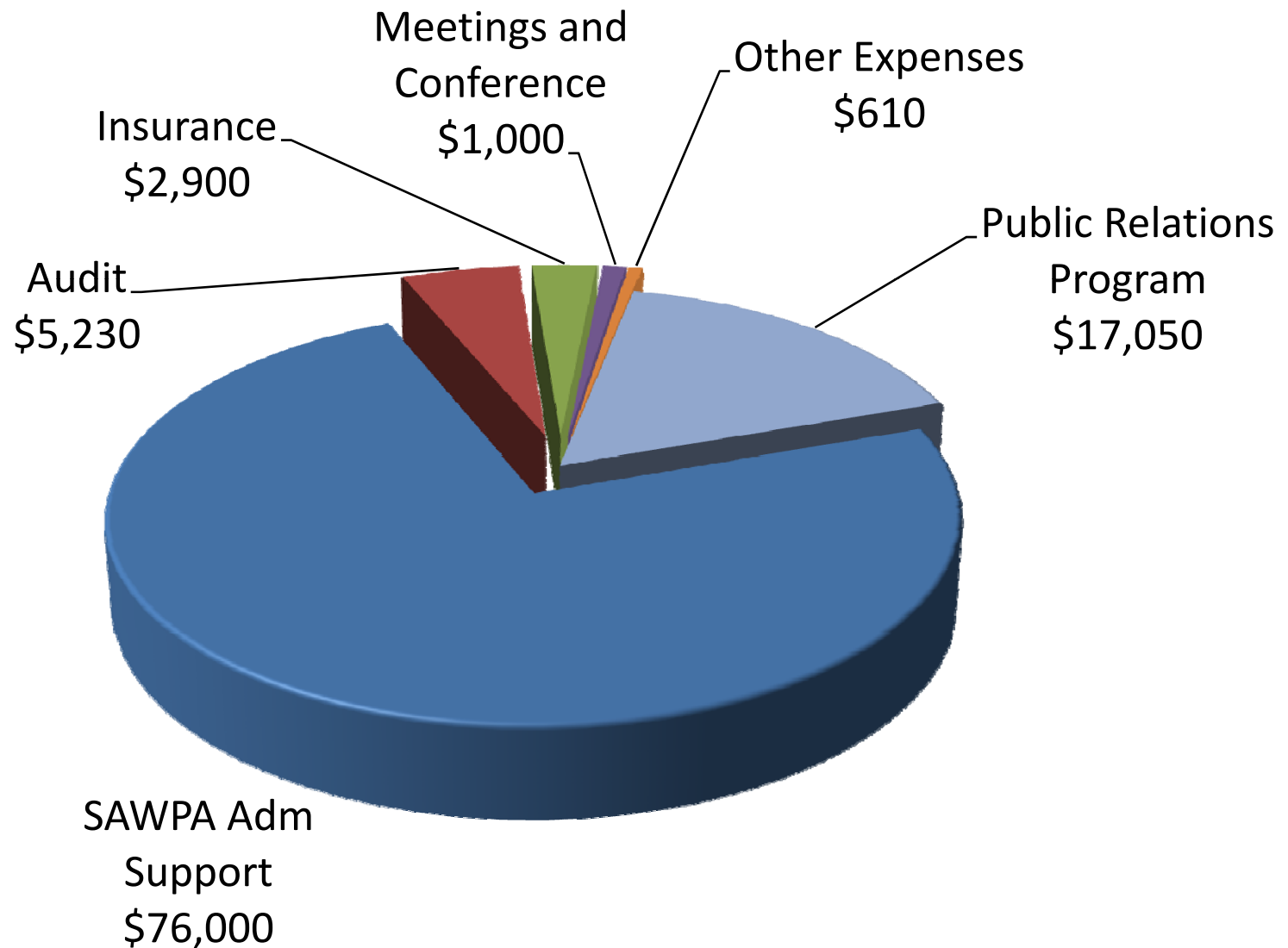
# LESJWA Total FY 13-14 Operating Expenditures



# LESJWA Projected 5 Year Revenue

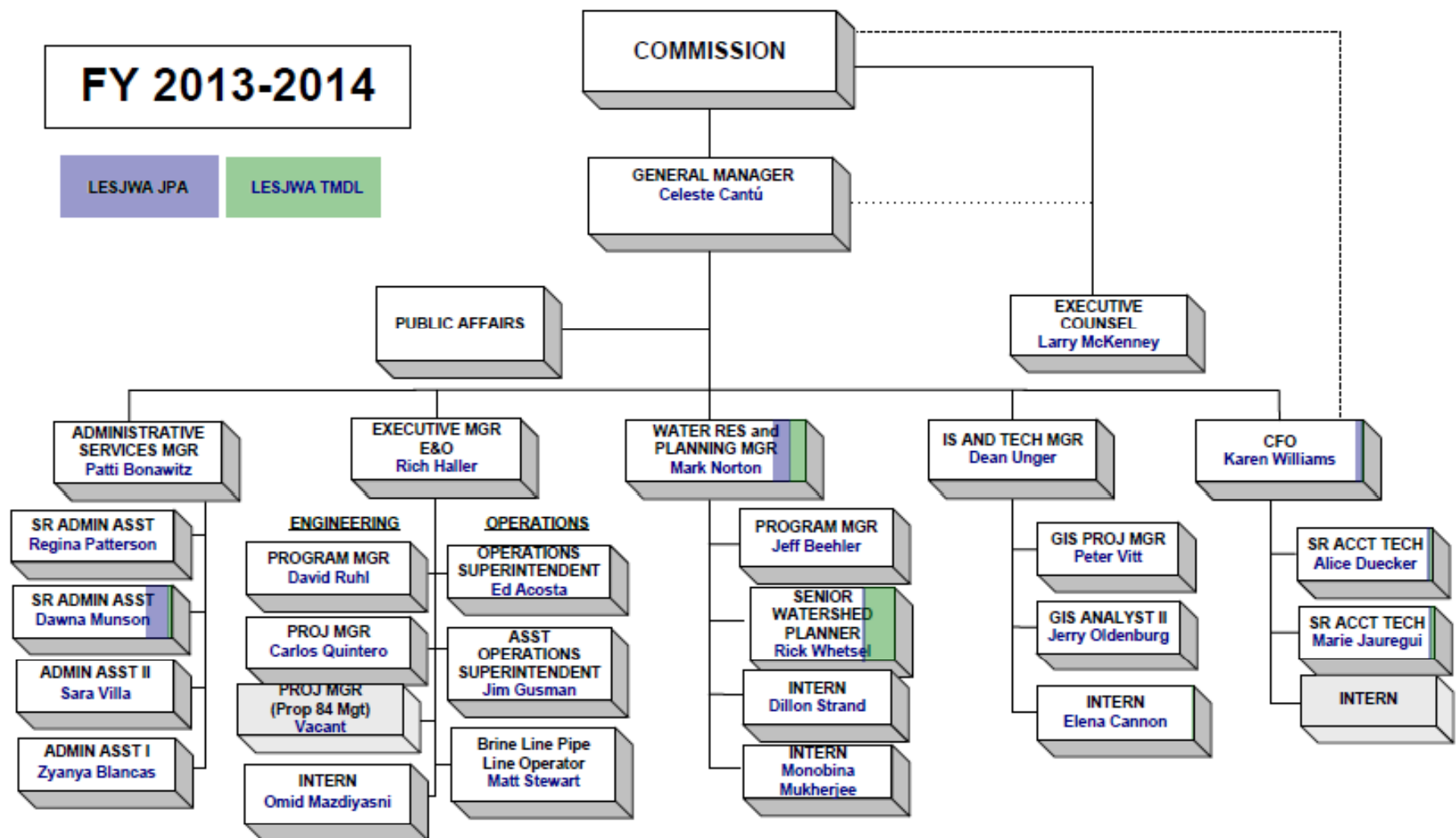


# LESJWA JPA FY 13-14 Detailed Operating Expenditures



# SAWPA ORGANIZATION CHART

% OF SAWPA LABOR FOR LESJWA JPA AND LE/CL TMDL TF



## SAWPA FYE 2014 Billing Rates

## Avg. Consultant Rates

### Administration

Executive Counsel	\$273.58
Administrative Assistant II	\$ 83.63
Administrative Assistant I	\$ 65.40

\$175 (Joe Aklufi)  
\$120-135  
\$100-110

### Planning

Water Resources & Plng Mgr	\$213.60
Sr. Watershed Planner	\$179.71

\$230 - \$250  
\$205 - \$220

### Information Systems

Data & IS Manager	\$208.39
Project Manager	\$158.85
GIS Analyst II	\$130.39

\$210 - \$235  
\$200 - \$220  
\$175 - \$200

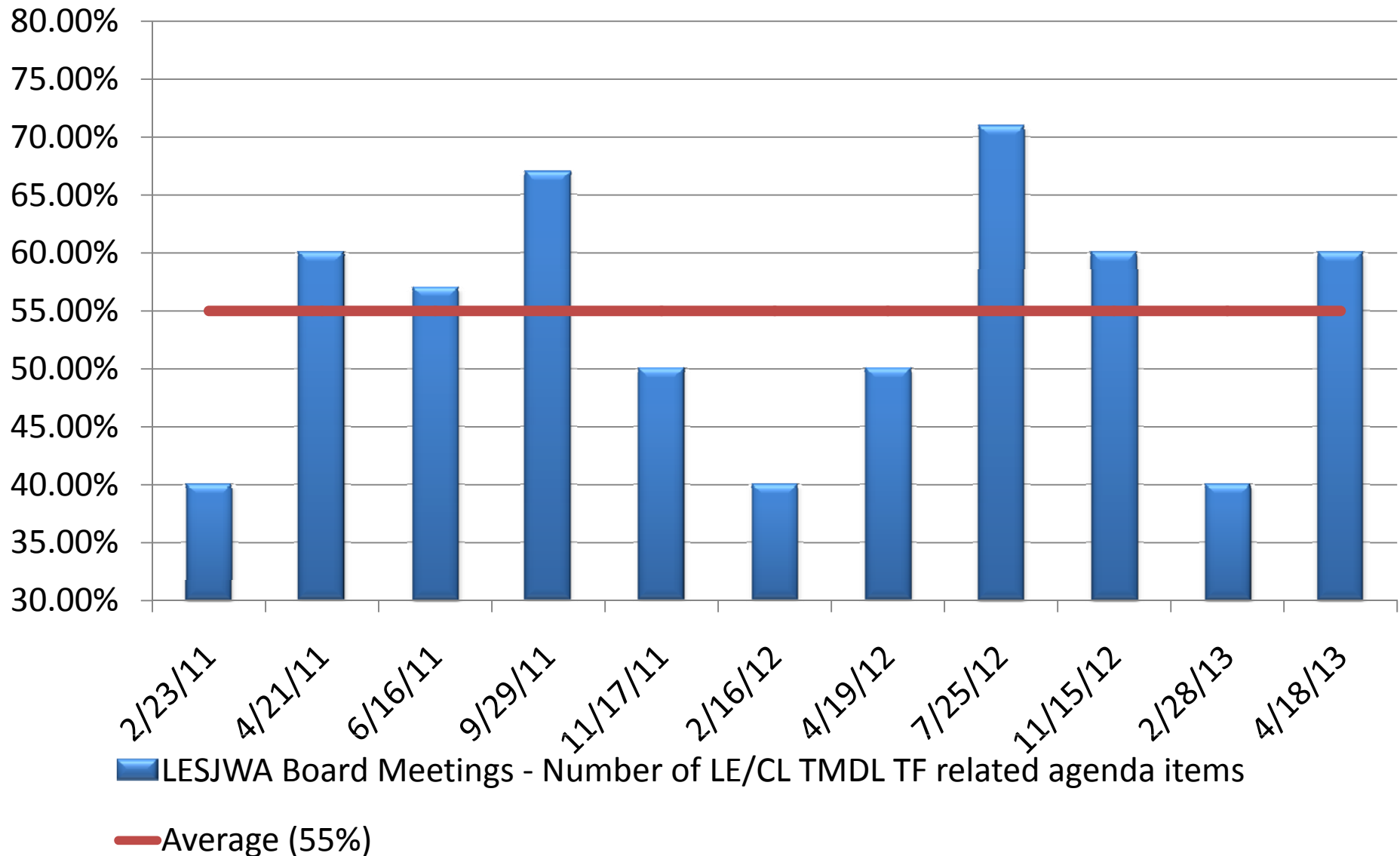
### Finance

Chief Financial Officer	\$241.66
Accountant/Project Mgr	\$109.86
Sr. Accounting Technician	\$ 92.32
Interns	\$ 40.88

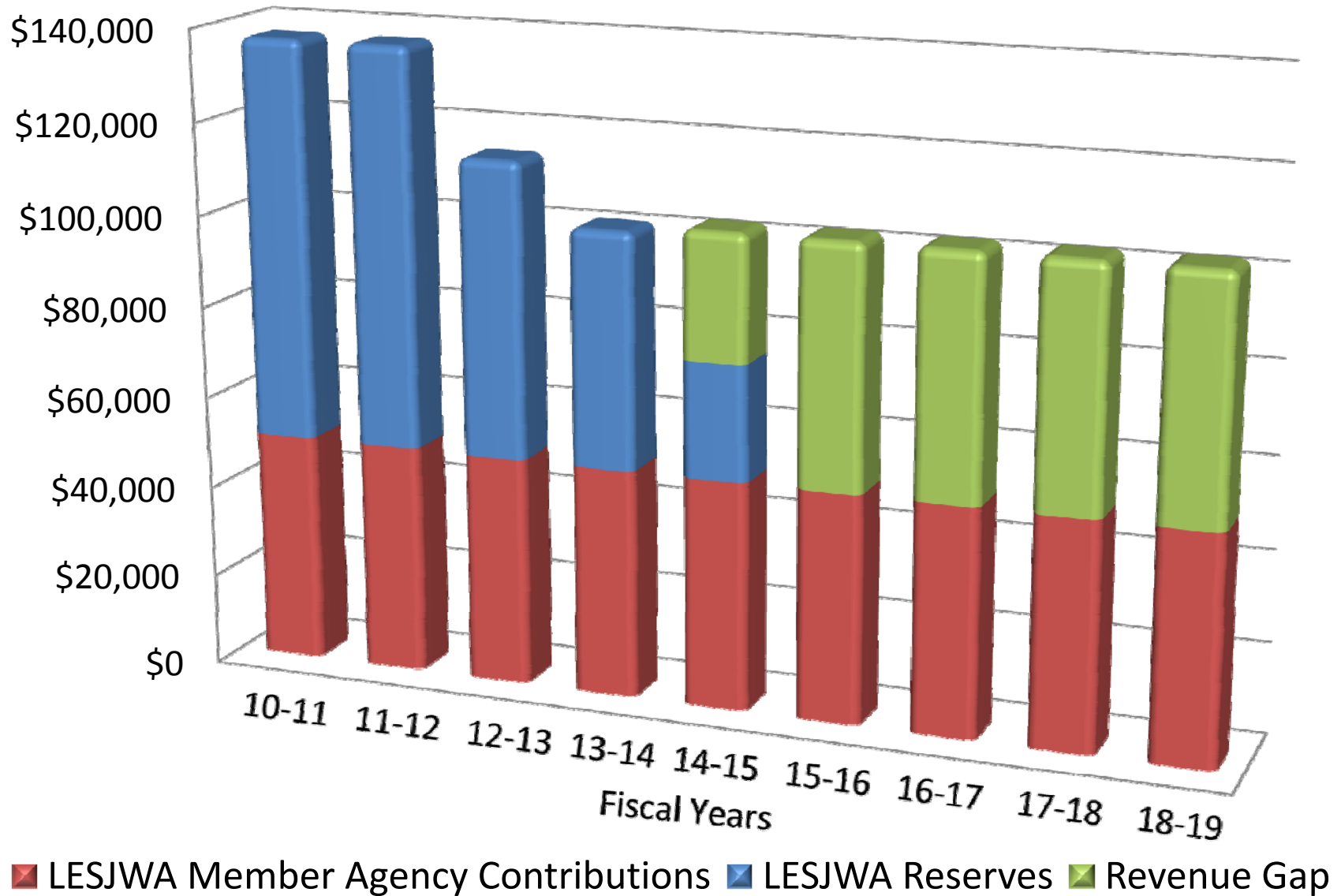
\$220-\$250  
\$150-\$175  
\$130-\$150  
\$55-\$65

# LESJWA Agenda Item Focus

## LESJWA JPA related vs. LE/CL TMDL TF related



# 5 Year Projected Revenue for LESJWA JPA Administration Only



## **LESJWA BOARD MEMORANDUM NO. 726**

**DATE:** June 20, 2013

**SUBJECT:** 2013 LESJWA Water Summit

**TO:** LESJWA Board of Directors

**FROM:** Mark R. Norton, P.E., Authority Administrator

### **RECOMMENDATION**

Staff recommends that the Board of Directors receive and file a report on the LESJWA Water Summit.

### **BACKGROUND**

The LESJWA Water Summit was held on April 23, 2013 at Eastern Municipal Water District's (EMWD) Board Room from 8:30 am – 11:30 am. This event focused on inviting elected officials and staff of the Lake Elsinore and Canyon Lake TMDL Task Force parties, and was intended to give background about the nutrient TMDLs, LESJWA's role, and the Canyon Lake alum application. The associated cost for this event was expected to be far less than the LESJWA 2012 Water Summit, due to the use of a public facility and ending the event before the lunch hour. The location of Eastern Municipal Water District was deemed very effective by the Education and Outreach Committee in being located further upstream, closer to TMDL parties and upstream of Canyon Lake. The final cost including expenses incurred by O'Reilly Public Relations for the Water Summit was \$4,079.18, significantly below the \$6,100 cost estimate. Approximately 50 people attended and a list of attendees is attached.

### **RESOURCES IMPACT**

Sufficient funding was provided in the approved LESJWA FY 2012-13 Budget under the Education and Outreach program for the LESJWA Summit.

MN:dm

Attachment:

1. List of Summit Attendees



Name	Position	Email
<b>Eastern Municipal Water District</b>		
David Slawson	Director	<a href="mailto:boardmember@emwd.org">boardmember@emwd.org</a>
	Board member	<a href="mailto:boardmember@emwd.org">boardmember@emwd.org</a>
Joe Kuebler	Board Director and Board Treasurer	<a href="mailto:boardmember@emwd.org">boardmember@emwd.org</a>
<b>City of San Jacinto</b>		
Mark Bartel	Mayor	<a href="mailto:mbartel@sanjacintoca.us">mbartel@sanjacintoca.us</a>
Mike Emberton	Assistant City Manager	<a href="mailto:memberton@sanjacintoca.us">memberton@sanjacintoca.us</a>
<b>City of Murrieta</b>		
Harry Ramos	Councilmember	<a href="mailto:hramos@murrieta.org">hramos@murrieta.org</a>
<b>City of Hemet</b>		
Bonnie Wright	Councilmember	
<b>City of Perris</b>		
Julio C. Rodriguez	Councilmember	<a href="mailto:JRodriguez@cityofperris.org">JRodriguez@cityofperris.org</a>
<b>City of Menifee</b>		
Jonathan Smith	Assistant Director of Public Works and Engineering	<a href="mailto:jsmith@cityofmenifee.us">jsmith@cityofmenifee.us</a>
<b>City of Canyon Lake</b>		
<b>NANCY HORTON (Chair, LESJWA Board)</b>	Councilmember	<a href="mailto:nhorton@cityofcanyonlake.com">nhorton@cityofcanyonlake.com</a>
<b>Tim Brown (LESJWA Alternate)</b>	Councilmember	
<b>City of Lake Elsinore</b>		
Nicole McCalmont	Engineering Technician II	<a href="mailto:nmccalmont@lake-elsinore.org">nmccalmont@lake-elsinore.org</a>
Pat Kilroy	Lake & Aquatics Manager	<a href="mailto:pkilroy@lake-elsinore.org">pkilroy@lake-elsinore.org</a>
<b>City of Riverside</b>		
Kevin Street	Regulatory Compliance Manager City of Riverside	<a href="mailto:kstreet@riversideca.gov">kstreet@riversideca.gov</a>
<b>County of Riverside</b>		
Kristen Huyck	Legislative Assistant Riverside County Supervisor Kevin Jeffries	<a href="mailto:KHuyck@RCBOS.org">KHuyck@RCBOS.org</a>
<b>Elsinore Valley Municipal Water District</b>		
<b>PHIL WILLIAMS (Director, LESJWA Board)</b>	President	<a href="mailto:pwilliams@evmwd.net">pwilliams@evmwd.net</a>
W. Ben Wicke	Director	
Greg Morrison	Director of Legislative and Community Affairs	
John Vega	General Manager	
Norris Brandt	Assistant General Manager	
<b>SAWPA Commission</b>		
<b>TOM EVANS (Director, LESJWA Board)</b>	Alternate Commissioner	<a href="mailto:evanswmwd@gmail.com">evanswmwd@gmail.com</a>
<b>LESJWA Key Staff</b>		
Mark Norton	LESJWA Authority Administrator	<a href="mailto:mnorton@sawpa.org">mnorton@sawpa.org</a>
<b>City of Lake Elsinore Planning Commission</b>		
David Blake	Commissioner	<a href="mailto:dblake@lake-elsinore.org">dblake@lake-elsinore.org</a>
<b>Other TMDL Key Participants</b>		
Hope Smythe	Regional Water Quality Control Board Chief of Basin Planning -Inland Waters	<a href="mailto:hsmythe@waterboards.ca.gov">hsmythe@waterboards.ca.gov</a>
Jason Uhley	Riverside County FC&WCD	<a href="mailto:juhley@rcflood.org">juhley@rcflood.org</a>
Tim Moore	Risk Sciences	<a href="mailto:tmoore@risk-sciences.com">tmoore@risk-sciences.com</a>
Scott Sewell	Wildlife Habitat Supervisor II Department of Fish & Game	<a href="mailto:ssewell@dfg.ca.gov">ssewell@dfg.ca.gov</a>
Steve Pastor	Executive Director Riverside County Farm Bureau	<a href="mailto:pastor@riversidecfb.com">pastor@riversidecfb.com</a>
<b>Western Municipal Water District</b>		
Michele McKinney Underwood	Community Affairs Manager	<a href="mailto:munderwood@wmwd.com">munderwood@wmwd.com</a>
Brenda Dennstedt	Board member	
Al Lopez	Board member	