

Lake Elsinore & San Jacinto Watersheds Authority



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

LESJWA BOARD OF DIRECTORS REGULAR MEETING

EVMWD, 31315 Chaney Street, Lake Elsinore, CA 92531

and via telephone conference at

574 Dali Court, El Dorado Hills, CA 95762

Board of Directors:

Brenda Dennstedt, Chair, Santa Ana Watershed Project Authority
Phil Williams, Vice Chair, Elsinore Valley Municipal Water District
Kasey Castillo, City of Canyon Lake
Robert Magee, City of Lake Elsinore
Kevin Jeffries, County of Riverside

THURSDAY, AUGUST 15, 2019 – 4:00 P.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Brenda Dennstedt, Chair)

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

A. APPROVAL OF MEETING MINUTES: APRIL 18, 20195

Recommendation: Approve as posted.

B. TREASURER'S REPORTS: MARCH – MAY 201911

Recommendation: Approve as posted.

C. EDUCATION AND OUTREACH COMMITTEE STATUS REPORT: JULY 9, 2019.....35

Recommendation: Approve as posted.

D. TMDL TASK FORCE REPORT: APRIL 24, 2019 & JUNE 19, 2019.....39

Recommendation: Approve as posted.

5. **NEW BUSINESS**

A. **REGULATORY AND FACILITATOR SUPPORT FOR LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE (LES#2019.12).....47**

Presenter: Mark Norton

Recommendation: Execute the following:

1. Agreement for Services with Somach Simmons & Dunn and LESJWA;
2. Task Order SOMA160-01 with Somach Simmons & Dunn in the amount not to exceed \$98,460 for the next two fiscal years, estimated at \$42,015 for FY19-20 and \$56,445 for FY 20-21, to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force;
3. Agreement for Services with Risk Sciences and LESJWA, and
4. Task Order RISK160-11 with Risk Sciences in the amount not to exceed \$43,200 for FY 19-20 to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force.

6. **INFORMATIONAL REPORTS**

Recommendation: Receive for information.

A. **AUDITOR COMMUNICATION LETTER TO THE BOARD71**

B. **SAWPA OWOW PROPOSITION 1 IRWM ROUND 1 GRANT APPLICATION (LES#2019.13).....73**

Presenter: Mark Norton

Recommendation: Receive and file status report regarding the Physical Harvesting of Algal Biomass in Lake Elsinore, a pilot project which was submitted as a grant request to SAWPA's One Water One Watershed Proposition 1 IRWM Round 1 Grant program.

C. **LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL TASK FORCE UPDATE (LES#2019.14)75**

Presenter: Mark Norton

Recommendation: Receive and file status report regarding the Lake Elsinore and Canyon Lake Nutrient TMDL Revision Report and the LE/CL TMDL Task Force activities.

D. **ACOE'S LAKE ELSINORE AQUATIC ECOSYSTEM RESTORATION INTEREST DETERMINATION (LES#2019.15)77**

Presenter: Mark Norton

Recommendation: Receive and file status report of the ACOE Continuing Authorities Program Section 206 Federal Interest Determination for Lake Elsinore Aquatic Ecosystem Restoration.

E. **ADMINISTRATOR'S COMMENTS**

F. **DIRECTORS' COMMENTS**

G. **FUTURE AGENDA ITEMS REQUESTS**

7. **CLOSED SESSION**

There were no Closed Session items anticipated at the time of the posting of the agenda.

8. **ADJOURNMENT**

Americans with Disabilities Act: If you require any special disability related accommodations to participate in the meeting, please call (951) 354-4243 or email svilla@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Request should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, CA 92503, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Sara Villa, Board Secretary of the Lake Elsinore & San Jacinto Watersheds Authority declare that on Thursday, August 8, 2019, a copy of this agenda has been uploaded to the LESJWA website at www.mywatersheds.com and posted at: (1) the SAWPA office, 11615 Sterling Avenue, Riverside, CA 92503, and (2) 574 Dali Court, El Dorado Hills, CA 95762.

/s\

<u>2019 – LESJWA Board of Directors Regular Meetings</u> Third Thursday of Every Other Month (NOTE: Unless otherwise noticed, all LESJWA Board of Directors Meetings begin at 4:00 p.m., and held at EVMWD)	
February 21, 2019	April 18, 2019
June 20, 2019 [cancelled]	August 15, 2019
October 17, 2019	December 19, 2019

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LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY BOARD OF DIRECTORS MEETING

REGULAR MEETING MINUTES APRIL 18, 2019

BOARD OF DIRECTORS PRESENT

Brenda Dennstedt, Chair, Santa Ana Watershed Project Authority
Phil Williams, Vice Chair, Elsinore Valley Municipal Water District
Kasey Castillo, Secretary/Treasurer, City of Canyon Lake
Robert Magee, City of Lake Elsinore

BOARD OF DIRECTORS ABSENT

Kevin Jeffries, County of Riverside

OTHERS PRESENT

David Wysocki, LESJWA Attorney
John McNamara, CR&R [4:27 p.m.]

LESJWA STAFF

Mark Norton, Sara Villa

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The Regular Board of Directors meeting of the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) was called to order at 4:00 p.m. by Chair Dennstedt at the Elsinore Valley Municipal Water District, 31315 Chaney Street, Lake Elsinore, California.

2. ROLL CALL

Roll call was duly noted and recorded by the Clerk of the Board.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: FEBRUARY 21, 2019

Recommendation: Approve as posted.

B. TREASURER'S REPORT: JANUARY - FEBRUARY 2019

Recommendation: Approve as posted.

C. TMDL TASK FORCE REPORT: FEBRUARY 21, 2019 & MARCH 19, 2019

Recommendation: Approve as posted.

MOVED, approve the Consent Calendar.

Result:	Adopted (Unanimously)
Motion/Second:	Magee/Williams
Ayes:	Castillo, Dennstedt, Magee, Williams
Nays:	None
Abstentions:	None
Absent:	Jeffries

5. NEW BUSINESS

A. FY 2019-2020 LESJWA BUDGET (LES#2019.6)

Mark Norton recommended that the Board of Directors approve the FY 2019-2020 LESJWA Budget and invoice each LESJWA member agency at the start of the new fiscal year based on contribution levels as reflected in the budget. Norton referenced the breakdown of the budget line items shown on page 35 of the Agenda packet. Due to the TMDL Update, there has been revisions to the contributions for each of the member agencies and the Lake Elsinore & Canyon Lake TMDL Task Force is working on reaching a consensus to approve the FY2019-2020 budget this month. Norton requests that the Board of Directors approve the FY 2019-2020 budget, subject to approval from the Lake Elsinore & Canyon Lake TMDL Task Force. Director Williams questioned where the source of revenue comes from for the continued alum treatment in Canyon Lake? Norton noted there was a grant that covered the cost three (3) years ago, though currently the source of revenue comes from the member agencies contributions.

MOVED, to approve the FY 2019-2020 LESJWA Budget subject to the Lake Elsinore Canyon Lake TMDL Task Force's approval and invoice each LESJWA member agency at the start of the new fiscal year based on contribution levels as reflected in the budget.

Result:	Adopted (Unanimously)
Motion/Second:	Magee/Castillo
Ayes:	Castillo, Dennstedt, Magee, Williams
Nays:	None
Abstentions:	None
Absent:	Jeffries

B. COST SHARE AGREEMENTS WITH OUTSIDE PARTIES POLICY (LES#2019.7)

Mark Norton recommended that the Board of Directors approve the Cost Share Agreements with Outside Parties Policy (Policy), and a letter agreement with CR&R for funding and issuance of CR&R invoice. Norton provided a brief background on how the Lake Elsinore & Canyon Lake TMDL Task Force expressed interest in obtaining guidance and a LESJWA policy for accepting future outside funding. A Subcommittee of the LESJWA Board was formed among two LESJWA Board members, Chair Dennstedt and Director Magee. Various meetings were held with the Subcommittee, Regional Board, and LESJWA staff where a policy was developed and reviewed by Tim Moore/Risk Sciences and LESJWA's Legal Counsel. Norton referenced the letter agreement and Invoice with CR&R on pages 43-45 of the Agenda packet. Norton noted CR&R is included in the Lake Elsinore & Canyon Lake TMDL budget to cover their cost for the task force to analyze their project within the TMDL Update. Director Williams questioned if we should admit an outside party/third party into the organization, is there a disclaimer that says upon joining the group/LESJWA, it is not implied endorsement of their project nor implies denial of the project. Norton referenced the disclaimer language under the "No Pay-to-Pay Requirement" within the Policy on page 42 of the Agenda packet. David Wysocki noted the letter agreement also has similar language of disclosure on the last paragraph of page 43 of the Agenda packet. Norton emphasized that these outside parties will not become members of the task force, they are only participants. Chair Dennstedt noted that we are not doing an approval letter to CR&R, we are approving the Policy and a letter will be sent out as guidance in accordance with the Policy that is being approved. Once this Policy is acceptable, then the Administrator will send out the letter in accordance with the Policy. Director Williams concurred and asked that it be included in the minutes. Director Magee requested Chair Dennstedt ask any members of the audience if they would like to speak in favor or opposition to this Policy. Having no members in the audience, the Clerk of the Board confirmed there were no public comments or written communication received on the Cost Share Agreements with Outside Parties, and today's LESJWA Board of Directors Agenda was advertised and posted. Director

Magee thanked Mark Norton, David Wysocki, and Chair Dennstedt for all their efforts in the Policy development.

MOVED, to approve the Policy for Cost Share Agreements with outside parties and distribute letter agreement as guidance in accordance with Policy.

Result:	Adopted (Unanimously)
Motion/Second:	Magee/Castillo
Ayes:	Castillo, Dennstedt, Magee, Williams
Nays:	None
Abstentions:	None
Absent:	Jeffries

C. PHASE 2 TMDL COMPLIANCE MONITORING PROGRAM – WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. TASK ORDER (LES#2019.8)

Mark Norton recommended that the Board of Directors authorize Task Order No. WOOD160-02 with Wood Environment Solutions, Inc. for an amount not-to-exceed \$220,585 to oversee and implement the FY 2019-20 Phase 2 TMDL Compliance Monitoring Program for the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force. The Task Order is a continuation of the second year of the two (2) year Agreement that was approved by the LESJWA Board on April 19, 2018. In addition, it also includes the additional monthly Lake Elsinore monitoring required to validate the Total Nitrogen/Total Phosphorus (TN/TP) Offset Program. Wood Environment Solutions is being tasked to provide additional services to the Lake Elsinore Canyon Lake Nutrient TMDL Task Force, as described on pages 51-52 of the Agenda packet.

MOVED, to authorize Task Order No. WOOD160-02 with Wood Environment & Infrastructure Solutions, Inc. for an amount not-to-exceed \$220,585 to oversee and implement the FY 2019-20 Phase 2 TMDL Compliance Monitoring Program for the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force.

Result:	Adopted (Unanimously)
Motion/Second:	Williams/Magee
Ayes:	Castillo, Dennstedt, Magee, Williams
Nays:	None
Abstentions:	None
Absent:	Jeffries

6. INFORMATIONAL REPORTS

Recommendation: Receive for information.

A. SAWPA OWOW PROPOSITION 1 IRWM ROUND 1 GRANT APPLICATIONS (LES#2019.9)

No discussion or action was taken on Agenda Item No. 6.A.

B. LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL TASK FORCE UPDATE (LES#2019.10)

No discussion or action was taken on Agenda Item No. 6.B.

C. ACOE'S LAKE ELSINORE AQUATIC ECOSYSTEM RESTORATION INTEREST DETERMINATION (LES#2019.11)

Mark Norton provided a verbal status update regarding a meeting hosted by Elsinore Valley Municipal Water District with staff from Army Corps of Engineers (ACOE), City of Lake Elsinore, LESJWA, and EVMWD. The meeting included an overview about all the previous work done and

continued challenges for Lake Elsinore, and to request assistant and/or support in addressing any type of improvements to Lake Elsinore. ACOE staff is to start the process to prepare a Federal Interest Determination for Lake Elsinore Aquatic Ecosystem Restoration under the ACOE's Continuing Authorities Program (CAP) Section 206. The first step in the process, would be for ACOE staff to come out and evaluate the lake and prepare a letter of potential federal interest in determination. If it's decided to be a potential project, they will begin the process of conducting a feasibility study, environmental assessment, engineering design and construction. Funding from this federal program could be up to \$10M under 65% Federal/35% local cost share. ACOE grant funding has not been budgeted at this time and will wait for further information, LESJWA will continue to coordinate on any potential future work.

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

D. ADMINISTRATOR'S COMMENTS

Mark Norton acknowledged John McNamara of CR&R in the audience and informed him that Agenda Item 5.B. Cost Share Agreements with Outside Parties Policy was approved. McNamara thanked the Board of Directors and noted that as part of their services we want to contribute towards the nutrient reduction for the lakes and recover the nutrients for compost to be used for farming.

Norton noted that a request from Tim Moore/Risk Sciences was received, regarding him wanting to present to the LESJWA Board about the LEAPS project. It is a project that is controversial though it will not go away. Moore would like to receive feedback from the Board on whether LESJWA should be in a stance to work with them or not. David Wysocki questioned if Tim Moore is an advocate for the LEAPS program? Norton stated that he is not an advocate, he is neutral. Director Williams noted that any information that is given if it's done as an informational setting and is not trying to persuade an organization or individual one way or the other, it's information about a project that has a lot of mystery and a lot of questions have been asked about it. Tim Moore is considered very reliable and he wouldn't mind hearing his presentation if there is no position of taking a vote.

Director Magee noted that Tim Moore deals with water quality but it's not so simple to remove us from the impaired water body list. With respect to the proponents of the project, on April 9, their newly introduced Project Manager, Kristen Ross stated during her comments to the City of Lake Elsinore that LESJWA experts have examined the project and Nevada Hydro continues to work with LESJWA. Director Magee noted that he chose not to take exception to the two (2) statements but feels that our Administrator needs to know that they seem to push the envelope a little too much. Director Magee noted that not one unpaid spokesperson stepped up to the microphone or submitted anything in writing supporting the project and that is very difficult for an elected official. Director Magee noted that he too would be okay to have Mr. Moore present to the Board. Chair Dennstedt noted that she does not have a problem if anyone would like produce information but requests that the invitation be extended to Ken Theisen/Regional Board to be a part of the group discussion. David Wysocki noted that it's important that Tim Moore knows before he presents to the Board, that he isn't to illicit comments on whether the Board supports or opposes the LEAPS Project. Norton noted the main discussion and desire of all parties is to have our lakes removed from the impaired water body list, project or no project.

Norton informed the Board of Directors of a Workshop in Loma Linda scheduled for May 3 with the Regional Board regarding the TMDL Update. Chair Dennstedt and Director Magee were invited to attend.

E. DIRECTORS' COMMENTS

Chair Dennstedt requested the June 20, 2019 meeting be cancelled due to Western Riverside Council of Governments Assembly. The next LESJWA Board of Directors meeting will be held August 15, 2019.

MOVED, to cancel the June 20, 2019 LESJWA Board of Directors Regular Meeting scheduled. The next LESJWA Board of Directors meeting is scheduled for August 15, 2019.

Result:	Adopted (Unanimously)
Motion/Second:	Magee/Williams
Ayes:	Castillo, Dennstedt, Magee, Williams
Nays:	None
Abstentions:	None
Absent:	Jeffries

F. FUTURE AGENDA ITEMS REQUESTS

There were no further requests for future agenda items.

7. ADJOURNMENT

There being no further business for review, Chair Dennstedt adjourned the meeting at 4:47 p.m.

Approved at a Regular Meeting of the Lake Elsinore & San Jacinto Watersheds Authority Board of Directors Meeting on Thursday, August 15, 2019.

Brenda Dennstedt, Chair

Attest:

Sara Villa, Clerk of the Board

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

March 2019

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
CASH FLOW STATEMENT
AS OF 3/31/19

Balance as of 2/28/19	\$	810,863.73
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Funds Received

Deposits:

City of Murietta	\$	22,796.00
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Open - Grant Invoices

Open - Member & Other Contributions

WRCAG	\$	12,901.35
City of Murietta	\$	1,200.00
WRCAG	\$	7,560.00
Total Due LESJWA	\$	21,661.35

Disbursement List - March 2019	\$	(65,810.23)
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Funds Available as of 3/31/19	\$	767,849.50
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Funds Available:

Checking	\$	79,891.95
LAIF	\$	687,957.55
Total	\$	767,849.50

Lake Elsinore San Jacinto Watersheds Authority
LE/CL TMDL Invoice History
FYE 2011 - 2019
as of March 31, 2019

Agency	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
March ARB	10,000.00	13,050.00	12,500.00	35,226.00	25,176.00	38,321.00	29,864.00	27,890.00
CalTrans	10,000.00	13,050.00	12,500.00	28,656.00	26,072.00	40,421.00	31,964.00	29,996.00
City of Beaumont	3,900.00	1,865.00	19,263.00	24,280.00	26,866.00	37,421.00	28,128.00	14,160.00
City of Canyon Lake	3,396.00	644.00	18,389.00	34,863.00	24,142.00	42,521.00	33,586.00	28,780.00
City of Hemet	22,696.00	6,286.00	18,175.00	25,510.00	27,958.00	54,278.00	36,426.00	29,084.00
City of Lake Elsinore	73,133.00	-	19,381.00	30,580.00	32,463.00	37,421.00	22,330.00	28,521.00
City of Menifee	20,458.00	23,649.00	44,155.00	55,821.00	23,584.00	100,499.00	100,906.00	112,252.00
City of Moreno Valley	52,520.00	15,425.00	103,565.00	113,058.00	17,750.00	96,414.00	74,122.00	144,495.00
City of Murrieta	650.00	-	12,426.00	24,280.00	26,866.00	38,321.00	31,337.00	23,996.00
City of Perris	16,580.00	5,752.00	18,869.00	26,739.00	29,050.00	59,821.00	50,374.00	66,775.00
City of Riverside	2,965.00	1,575.00	17,641.00	24,280.00	26,866.00	38,921.00	30,293.00	24,896.00
City of San Jacinto	11,133.00	4,315.00	19,487.00	24,280.00	26,866.00	37,721.00	23,290.00	27,296.00
City of Wildomar	3,859.00	4,461.00	8,307.00	19,528.00	26,460.00	41,642.00	28,841.00	21,872.00
County of Riverside	32,919.00	-	30,165.00	36,469.00	30,362.00	68,931.00	69,034.00	76,601.00
CR&R	-	-	-	-	-	-	-	23,182.00
Dept of Fish and Game	10,000.00	13,050.00	12,500.00	18,435.00	28,840.00	35,121.00	22,857.00	16,818.00
Eastern Municipal Water District	10,000.00	13,050.00	12,500.00	16,225.00	23,525.00	27,789.00	15,724.00	16,222.00
Elsinore Valley Municipal Water District	61,070.00	-	12,500.00	16,225.00	23,525.00	30,361.00	18,327.00	12,626.00
March JPA	10,000.00	13,050.00	12,500.00	24,485.00	27,160.00	38,921.00	30,464.00	24,596.00
Nevada Hydro	-	-	-	-	-	-	-	17,996.00
San Jacinto Agricultural Operators	14,011.00	28,278.00	12,500.00	47,549.00	23,530.58	45,785.00	31,391.00	58,461.00
San Jacinto Dairy & CAFO Operators	10,000.00	10,211.00	12,500.00	16,225.00	-	-	-	2,700.00
Total	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	829,215.00
Total Paid Contributions	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	766,375.65
Total Outstanding Contributions	-	-	-	-	-	-	-	62,839.35
Total Outstanding Contributions								
City of Murrieta	-	-	-	-	-	-	-	1,200.00
CR&R	-	-	-	-	-	-	-	23,182.00
Nevada Hydro	-	-	-	-	-	-	-	17,996.00
San Jacinto Agricultural Operators	-	-	-	-	-	-	-	20,461.35
Total Outstanding All Years	-	-	-	-	-	-	-	62,839.35

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Nine Months Ending Sunday, March 31, 2019

Assets

Checking - US Bank	\$79,891.95
L.A.I.F.	687,957.55
Accounts Receivable	21,661.35
Total Assets	<u>\$789,510.85</u>

Liabilities

Accounts Payable	<u>59,634.93</u>
Total Liabilities	<u>\$59,634.93</u>

Retained Earnings	512,233.10
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Excess Revenue over (under) Expenditures	<u>\$217,642.82</u>
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Total Net Assets	<u>\$729,875.92</u>
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Total Liabilities and Net Assets	<u>\$789,510.85</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, 2019

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
LAIF Interest	\$0.00	\$7,478.91	\$5,000.00	149.58%	(\$2,478.91)
Member Agency Contributions	0.00	256,528.00	256,528.00	100.00%	0.00
Other Agency Contributions	0.00	641,509.00	704,584.00	91.05%	63,075.00
Miscellaneous Revenue	0.00	30.00	0.00	0.00%	(30.00)
Total Revenues	\$0.00	\$905,545.91	\$966,112.00	93.73%	\$60,566.09
Expenses					
Salaries - Regular	4,545.10	50,327.05	75,352.00	66.79%	25,024.95
Payroll Burden	1,986.21	21,992.94	32,928.00	66.79%	10,935.06
Overhead	6,413.13	71,011.45	106,320.00	66.79%	35,308.55
Audit Fees	0.00	5,000.00	5,000.00	100.00%	0.00
Consulting - General	21,440.84	409,650.64	686,112.00	59.71%	276,461.36
LEAMS Offset Credit License	0.00	122,472.00	176,700.00	69.31%	54,228.00
Legal Fees	437.50	4,637.50	850.00	545.59%	(3,787.50)
Meeting & Conference Expense	14.50	104.25	100.00	104.25%	(4.25)
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Other Expense	0.00	0.00	59.00	0.00%	59.00
Insurance Expense	0.00	2,553.00	2,536.00	100.67%	(17.00)
Interest Expense	0.00	154.26	91.00	169.52%	(63.26)
Total Expenditures	\$34,837.28	\$687,903.09	\$1,086,158.00	63.33%	\$398,254.91
Excess Revenue over (under) Expenditures	(\$34,837.28)	\$217,642.82	(\$120,046.00)	-181.30%	(\$337,688.82)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending March 31, 2019

	JPA	TMDL				Budget	% Used	Budget
	Administration	Task Force	Total					Variance
Revenues								
State Grant Proceeds	\$ -	\$ -	\$ -	\$ -	100.00%	\$ -		
LAIF Interest	7,478.91	-	7,478.91	5,000.00	149.58%	(2,478.91)		
Member Agency Contributions	110,000.00	146,528.00	256,528.00	256,528.00	100.00%	-		
Other Agency Contributions	-	641,509.00	641,509.00	704,584.00	91.05%	63,075.00		
Miscellaneous Revenue	-	30.00	30.00	-	100.00%	(30.00)		
Total Revenues	\$ 117,478.91	\$ 788,067.00	\$ 905,545.91	\$ 966,112.00	93.73%	\$ 60,566.09		
Expenditures								
Salaries	\$ 16,809.97	\$ 33,517.08	\$ 50,327.05	\$ 75,352.00	66.79%	\$ 25,024.95		
Benefits	7,345.97	14,646.97	21,992.94	32,928.00	66.79%	10,935.06		
Indirect Costs	23,718.86	47,292.59	71,011.45	106,320.00	66.79%	35,308.55		
Audit Fees	5,000.00	-	5,000.00	5,000.00	100.00%	-		
Consulting	18,027.58	391,623.06	409,650.64	686,112.00	59.71%	276,461.36		
Legal Fees	4,637.50	-	4,637.50	850.00	0.00%	(3,787.50)		
Meeting & Conference Expense	62.50	41.75	104.25	100.00	104.25%	(4.25)		
Shipping & Postage	-	-	-	50.00	0.00%	50.00		
Other Expense	-	-	-	59.00	0.00%	59.00		
LEAMS Excess Offset Credit	-	122,472.00	122,472.00	176,700.00	69.31%	54,228.00		
Insurance Expense	2,553.00	-	2,553.00	2,536.00	100.67%	(17.00)		
Office Supplies	-	-	-	60.00	0.00%	60.00		
Interest Expense	154.26	-	154.26	91.00	169.52%	(63.26)		
Total Expenditures	\$ 78,309.64	\$ 609,593.45	\$ 687,903.09	\$ 1,086,158.00	63.33%	\$ 398,254.91		
Excess Revenue over (under) Expenditures	\$ 39,169.27	\$ 178,473.55	\$ 217,642.82	\$ (120,046.00)	100.00%	\$ (337,688.82)		
Cash Balance @ 3/31/19	\$ 108,368.92	\$ 659,480.58	\$ 767,849.50					

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
March 2019**

Check #	Check Date	Type	Vendor	Check Amount
EFT213	3/1/2019	CHK	Risk Sciences	\$ 6,382.43
EFT214	3/1/2019	CHK	DeGrave Communications	\$ 3,235.47
EFT215	3/15/2019	CHK	Santa Ana Watershed Project Authority	\$ 17,967.80
EFT216	3/15/2019	CHK	Wood Environment & Infrastructure	\$ 16,874.95
EFT217	3/21/2019	CHK	CDM Smith Inc	\$ 13,332.85
EFT218	3/28/2019	CHK	Risk Sciences	\$ 7,287.86
EFT219	3/28/2019	CHK	DeGrave Communications	\$ 728.87
Total Disbursements March 2019				<u>\$ 65,810.23</u>

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

April 2019

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
CASH FLOW STATEMENT
AS OF 4/30/19

Balance as of 3/31/19	\$	767,849.50
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Funds Received

Deposits:

LAIF Interest	\$	4,852.49
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Open - Grant Invoices

Open - Member & Other Contributions

WRCAG	\$	12,901.35
City of Murietta	\$	1,200.00
WRCAG	\$	7,560.00
CR&R	\$	60,050.00
Total Due LESJWA	\$	81,711.35

Disbursement List - April 2019	\$	(23,771.78)
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Funds Available as of 4/30/19	\$	748,930.21
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Funds Available:

Checking	\$	56,120.17
LAIF	\$	692,810.04
Total	\$	748,930.21

Lake Elsinore San Jacinto Watersheds Authority
LE/CL TMDL Invoice History
FYE 2011 - 2019
as of April 30, 2019

Agency	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
March ARB	10,000.00	13,050.00	12,500.00	35,226.00	25,176.00	38,321.00	29,864.00	27,890.00
CalTrans	10,000.00	13,050.00	12,500.00	28,656.00	26,072.00	40,421.00	31,964.00	29,996.00
City of Beaumont	3,900.00	1,865.00	19,263.00	24,280.00	26,866.00	37,421.00	28,128.00	14,160.00
City of Canyon Lake	3,396.00	644.00	18,389.00	34,863.00	24,142.00	42,521.00	33,586.00	28,780.00
City of Hemet	22,696.00	6,286.00	18,175.00	25,510.00	27,958.00	54,278.00	36,426.00	29,084.00
City of Lake Elsinore	73,133.00	-	19,381.00	30,580.00	32,463.00	37,421.00	22,330.00	28,521.00
City of Menifee	20,458.00	23,649.00	44,155.00	55,821.00	23,584.00	100,499.00	100,906.00	112,252.00
City of Moreno Valley	52,520.00	15,425.00	103,565.00	113,058.00	17,750.00	96,414.00	74,122.00	144,495.00
City of Murrieta	650.00	-	12,426.00	24,280.00	26,866.00	38,321.00	31,337.00	23,996.00
City of Perris	16,580.00	5,752.00	18,869.00	26,739.00	29,050.00	59,821.00	50,374.00	66,775.00
City of Riverside	2,965.00	1,575.00	17,641.00	24,280.00	26,866.00	38,921.00	30,293.00	24,896.00
City of San Jacinto	11,133.00	4,315.00	19,487.00	24,280.00	26,866.00	37,721.00	23,290.00	27,296.00
City of Wildomar	3,859.00	4,461.00	8,307.00	19,528.00	26,460.00	41,642.00	28,841.00	21,872.00
County of Riverside	32,919.00	-	30,165.00	36,469.00	30,362.00	68,931.00	69,034.00	76,601.00
CR&R	-	-	-	-	-	-	-	60,050.00
Dept of Fish and Game	10,000.00	13,050.00	12,500.00	18,435.00	28,840.00	35,121.00	22,857.00	16,818.00
Eastern Municipal Water District	10,000.00	13,050.00	12,500.00	16,225.00	23,525.00	27,789.00	15,724.00	16,222.00
Elsinore Valley Municipal Water District	61,070.00	-	12,500.00	16,225.00	23,525.00	30,361.00	18,327.00	12,626.00
March JPA	10,000.00	13,050.00	12,500.00	24,485.00	27,160.00	38,921.00	30,464.00	24,596.00
Nevada Hydro	-	-	-	-	-	-	-	17,996.00
San Jacinto Agricultural Operators	14,011.00	28,278.00	12,500.00	47,549.00	23,530.58	45,785.00	31,391.00	58,461.00
San Jacinto Dairy & CAFO Operators	10,000.00	10,211.00	12,500.00	16,225.00	-	-	-	2,700.00
Total	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	866,083.00
Total Paid Contributions	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	766,375.65
Total Outstanding Contributions	-	-	-	-	-	-	-	99,707.35
Total Outstanding Contributions								
City of Murrieta	-	-	-	-	-	-	-	1,200.00
CR&R	-	-	-	-	-	-	-	60,050.00
Nevada Hydro	-	-	-	-	-	-	-	17,996.00
San Jacinto Agricultural Operators	-	-	-	-	-	-	-	20,461.35
Total Outstanding All Years	-	-	-	-	-	-	-	99,707.35

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Ten Months Ending Tuesday, April 30, 2019

Assets

Checking - US Bank	\$56,120.17
L.A.I.F.	692,810.04
Accounts Receivable	81,711.35
Total Assets	<u>\$830,641.56</u>

Liabilities

Accounts Payable	<u>183,722.01</u>
Total Liabilities	<u>\$183,722.01</u>

Retained Earnings	512,233.10
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Excess Revenue over (under) Expenditures	<u>\$134,686.45</u>
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Total Net Assets	<u>\$646,919.55</u>
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Total Liabilities and Net Assets	<u>\$830,641.56</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, 2019

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
LAIF Interest	\$4,852.49	\$12,331.40	\$5,000.00	246.63%	(\$7,331.40)
Member Agency Contributions	0.00	256,528.00	256,528.00	100.00%	0.00
Other Agency Contributions	60,050.00	701,559.00	704,584.00	99.57%	3,025.00
Miscellaneous Revenue	0.00	30.00	0.00	0.00%	(30.00)
Total Revenues	\$64,902.49	\$970,448.40	\$966,112.00	100.45%	(\$4,336.40)
Expenses					
Salaries - Regular	7,266.99	57,594.04	75,352.00	76.43%	17,757.96
Payroll Burden	3,175.67	25,168.61	32,928.00	76.44%	7,759.39
Overhead	10,253.72	81,265.17	106,320.00	76.43%	25,054.83
Audit Fees	0.00	5,000.00	5,000.00	100.00%	0.00
Consulting - General	126,312.63	535,963.27	686,112.00	78.12%	150,148.73
LEAMS Offset Credit License	0.00	122,472.00	176,700.00	69.31%	54,228.00
Legal Fees	787.50	5,425.00	850.00	638.24%	(4,575.00)
Meeting & Conference Expense	0.00	104.25	100.00	104.25%	(4.25)
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Other Expense	0.00	0.00	59.00	0.00%	59.00
Insurance Expense	0.00	2,553.00	2,536.00	100.67%	(17.00)
Interest Expense	62.35	216.61	91.00	238.03%	(125.61)
Total Expenditures	\$147,858.86	\$835,761.95	\$1,086,158.00	76.95%	\$250,396.05
Excess Revenue over (under) Expenditures	(\$82,956.37)	\$134,686.45	(\$120,046.00)	-112.20%	(\$254,732.45)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending April 30, 2019

	JPA	TMDL				Budget	% Used	Budget
	Administration	Task Force	Total					Variance
Revenues								
State Grant Proceeds	\$ -	\$ -	\$ -	\$ -	100.00%	\$ -		
LAIF Interest	12,331.40	-	12,331.40	5,000.00	246.63%	(7,331.40)		
Member Agency Contributions	110,000.00	146,528.00	256,528.00	256,528.00	100.00%	-		
Other Agency Contributions	-	701,559.00	701,559.00	704,584.00	99.57%	3,025.00		
Miscellaneous Revenue	-	30.00	30.00	-	100.00%	(30.00)		
Total Revenues	\$ 122,331.40	\$ 848,117.00	\$ 970,448.40	\$ 966,112.00	100.45%	\$ (4,336.40)		
Expenditures								
Salaries	\$ 19,545.10	\$ 38,048.94	\$ 57,594.04	\$ 75,352.00	76.43%	\$ 17,757.96		
Benefits	8,541.22	16,627.39	25,168.61	32,928.00	76.44%	7,759.39		
Indirect Costs	27,578.13	53,687.04	81,265.17	106,320.00	76.43%	25,054.83		
Audit Fees	5,000.00	-	5,000.00	5,000.00	100.00%	-		
Consulting	19,725.57	516,237.70	535,963.27	686,112.00	78.12%	150,148.73		
Legal Fees	5,425.00	-	5,425.00	850.00	0.00%	(4,575.00)		
Meeting & Conference Expense	62.50	41.75	104.25	100.00	104.25%	(4.25)		
Shipping & Postage	-	-	-	50.00	0.00%	50.00		
Other Expense	-	-	-	59.00	0.00%	59.00		
LEAMS Excess Offset Credit	-	122,472.00	122,472.00	176,700.00	69.31%	54,228.00		
Insurance Expense	2,553.00	-	2,553.00	2,536.00	100.67%	(17.00)		
Office Supplies	-	-	-	60.00	0.00%	60.00		
Interest Expense	216.61	-	216.61	91.00	238.03%	(125.61)		
Total Expenditures	\$ 88,647.13	\$ 747,114.82	\$ 835,761.95	\$ 1,086,158.00	76.95%	\$ 250,396.05		
Excess Revenue over (under) Expenditures	\$ 33,684.27	\$ 101,002.18	\$ 134,686.45	\$ (120,046.00)	100.00%	\$ (254,732.45)		
Cash Balance @ 4/30/19	\$ 104,472.36	\$ 644,457.85	\$ 748,930.21					

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
April 2019**

Check #	Check Date	Type	Vendor	Check Amount
EFT220	4/4/2019	CHK	Santa Ana Watershed Project Authority	\$12,958.94
EFT221	4/26/2019	CHK	Law Office of David L. Wysocki	\$437.50
EFT222	4/26/2019	CHK	Risk Sciences	\$5,942.57
EFT223	4/26/2019	CHK	DeGrave Communications	\$4,432.77
Total Disbursements April 2019				<u>\$ 23,771.78</u>

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

May 2019

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
CASH FLOW STATEMENT
AS OF 5/31/19

Balance as of 4/30/19	\$	748,930.21
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**Funds Received
Deposits:**

Open - Grant Invoices

Open - Member & Other Contributions

WRCAG	\$	12,901.35
City of Murietta	\$	1,200.00
WRCAG	\$	7,560.00
CR&R	\$	60,050.00
Total Due LESJWA	\$	81,711.35

Disbursement List - May 2019	\$	(163,404.62)
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Funds Available as of 5/31/19	\$	585,525.59
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Funds Available:

Checking	\$	92,715.55
LAIF	\$	492,810.04
Total	\$	585,525.59

Lake Elsinore San Jacinto Watersheds Authority
LE/CL TMDL Invoice History
FYE 2011 - 2019
as of May 31, 2019

Agency	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
March ARB	10,000.00	13,050.00	12,500.00	35,226.00	25,176.00	38,321.00	29,864.00	27,890.00
CalTrans	10,000.00	13,050.00	12,500.00	28,656.00	26,072.00	40,421.00	31,964.00	29,996.00
City of Beaumont	3,900.00	1,865.00	19,263.00	24,280.00	26,866.00	37,421.00	28,128.00	14,160.00
City of Canyon Lake	3,396.00	644.00	18,389.00	34,863.00	24,142.00	42,521.00	33,586.00	28,780.00
City of Hemet	22,696.00	6,286.00	18,175.00	25,510.00	27,958.00	54,278.00	36,426.00	29,084.00
City of Lake Elsinore	73,133.00	-	19,381.00	30,580.00	32,463.00	37,421.00	22,330.00	28,521.00
City of Menifee	20,458.00	23,649.00	44,155.00	55,821.00	23,584.00	100,499.00	100,906.00	112,252.00
City of Moreno Valley	52,520.00	15,425.00	103,565.00	113,058.00	17,750.00	96,414.00	74,122.00	144,495.00
City of Murrieta	650.00	-	12,426.00	24,280.00	26,866.00	38,321.00	31,337.00	23,996.00
City of Perris	16,580.00	5,752.00	18,869.00	26,739.00	29,050.00	59,821.00	50,374.00	66,775.00
City of Riverside	2,965.00	1,575.00	17,641.00	24,280.00	26,866.00	38,921.00	30,293.00	24,896.00
City of San Jacinto	11,133.00	4,315.00	19,487.00	24,280.00	26,866.00	37,721.00	23,290.00	27,296.00
City of Wildomar	3,859.00	4,461.00	8,307.00	19,528.00	26,460.00	41,642.00	28,841.00	21,872.00
County of Riverside	32,919.00	-	30,165.00	36,469.00	30,362.00	68,931.00	69,034.00	76,601.00
CR&R	-	-	-	-	-	-	-	60,050.00
Dept of Fish and Game	10,000.00	13,050.00	12,500.00	18,435.00	28,840.00	35,121.00	22,857.00	16,818.00
Eastern Municipal Water District	10,000.00	13,050.00	12,500.00	16,225.00	23,525.00	27,789.00	15,724.00	16,222.00
Elsinore Valley Municipal Water District	61,070.00	-	12,500.00	16,225.00	23,525.00	30,361.00	18,327.00	12,626.00
March JPA	10,000.00	13,050.00	12,500.00	24,485.00	27,160.00	38,921.00	30,464.00	24,596.00
Nevada Hydro	-	-	-	-	-	-	-	17,996.00
San Jacinto Agricultural Operators	14,011.00	28,278.00	12,500.00	47,549.00	23,530.58	45,785.00	31,391.00	58,461.00
San Jacinto Dairy & CAFO Operators	10,000.00	10,211.00	12,500.00	16,225.00	-	-	-	2,700.00
Total	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	866,083.00
Total Paid Contributions	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	766,375.65
Total Outstanding Contributions	-	-	-	-	-	-	-	99,707.35
Total Outstanding Contributions								
City of Murrieta	-	-	-	-	-	-	-	1,200.00
CR&R	-	-	-	-	-	-	-	60,050.00
Nevada Hydro	-	-	-	-	-	-	-	17,996.00
San Jacinto Agricultural Operators	-	-	-	-	-	-	-	20,461.35
Total Outstanding All Years	-	-	-	-	-	-	-	99,707.35

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Eleven Months Ending Friday, May 31, 2019

Assets

Checking - US Bank	\$92,715.55
L.A.I.F.	492,810.04
Accounts Receivable	81,711.35
Total Assets	<u>\$667,236.94</u>

Liabilities

Accounts Payable	<u>41,507.29</u>
Total Liabilities	<u>\$41,507.29</u>

Retained Earnings	512,233.10
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Excess Revenue over (under) Expenditures	<u>\$113,496.55</u>
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Total Net Assets	<u>\$625,729.65</u>
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Total Liabilities and Net Assets	<u>\$667,236.94</u>
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Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Eleven Months Ending Friday, May 31, 2019

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
LAIF Interest	\$0.00	\$12,331.40	\$5,000.00	246.63%	(\$7,331.40)
Member Agency Contributions	0.00	256,528.00	256,528.00	100.00%	0.00
Other Agency Contributions	0.00	701,559.00	704,584.00	99.57%	3,025.00
Miscellaneous Revenue	0.00	30.00	0.00	0.00%	(30.00)
Total Revenues	\$0.00	\$970,448.40	\$966,112.00	100.45%	(\$4,336.40)
Expenses					
Salaries - Regular	4,908.95	62,502.99	75,352.00	82.95%	12,849.01
Payroll Burden	2,145.21	27,313.82	32,928.00	82.95%	5,614.18
Overhead	6,926.53	88,191.70	106,320.00	82.95%	18,128.30
Audit Fees	0.00	5,000.00	5,000.00	100.00%	0.00
Consulting - General	7,184.25	543,147.52	686,112.00	79.16%	142,964.48
LEAMS Offset Credit License	0.00	122,472.00	176,700.00	69.31%	54,228.00
Legal Fees	0.00	5,425.00	850.00	638.24%	(4,575.00)
Meeting & Conference Expense	24.96	129.21	100.00	129.21%	(29.21)
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Other Expense	0.00	0.00	59.00	0.00%	59.00
Insurance Expense	0.00	2,553.00	2,536.00	100.67%	(17.00)
Interest Expense	0.00	216.61	91.00	238.03%	(125.61)
Total Expenditures	\$21,189.90	\$856,951.85	\$1,086,158.00	78.90%	\$229,206.15
Excess Revenue over (under) Expenditures	(\$21,189.90)	\$113,496.55	(\$120,046.00)	-94.54%	(\$233,542.55)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending May 31, 2019

	JPA		TMDL					Budget	% Used	Budget	Variance
	Administration		Task Force		Total						
Revenues											
State Grant Proceeds	\$	-	\$	-	\$	-	\$	-	100.00%	\$	-
LAIF Interest		12,331.40		-		12,331.40		5,000.00	246.63%		(7,331.40)
Member Agency Contributions		110,000.00		146,528.00		256,528.00		256,528.00	100.00%		-
Other Agency Contributions		-		701,559.00		701,559.00		704,584.00	99.57%		3,025.00
Miscellaneous Revenue		-		30.00		30.00		-	100.00%		(30.00)
Total Revenues	\$	122,331.40	\$	848,117.00	\$	970,448.40	\$	966,112.00	100.45%	\$	(4,336.40)
Expenditures											
Salaries	\$	20,723.07	\$	41,779.92	\$	62,502.99	\$	75,352.00	82.95%	\$	12,849.01
Benefits		9,055.99		18,257.83		27,313.82		32,928.00	82.95%		5,614.18
Indirect Costs		29,240.25		58,951.45		88,191.70		106,320.00	82.95%		18,128.30
Audit Fees		5,000.00		-		5,000.00		5,000.00	100.00%		-
Consulting		19,725.57		523,421.95		543,147.52		686,112.00	79.16%		142,964.48
Legal Fees		5,425.00		-		5,425.00		850.00	0.00%		(4,575.00)
Meeting & Conference Expense		62.50		66.71		129.21		100.00	129.21%		(29.21)
Shipping & Postage		-		-		-		50.00	0.00%		50.00
Other Expense		-		-		-		59.00	0.00%		59.00
LEAMS Excess Offset Credit		-		122,472.00		122,472.00		176,700.00	69.31%		54,228.00
Insurance Expense		2,553.00		-		2,553.00		2,536.00	100.67%		(17.00)
Office Supplies								60.00	0.00%		60.00
Interest Expense		216.61		-		216.61		91.00	238.03%		(125.61)
Total Expenditures	\$	92,001.99	\$	764,949.86	\$	856,951.85	\$	1,086,158.00	78.90%	\$	229,206.15
Excess Revenue over (under) Expenditures	\$	30,329.41	\$	83,167.14	\$	113,496.55	\$	(120,046.00)	100.00%	\$	(233,542.55)
Cash Balance @ 5/31/19	\$	94,134.87	\$	491,390.72	\$	585,525.59					

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
May 2019**

Check #	Check Date	Type	Vendor	Check Amount
EFT224	5/2/2019	CHK	AquaTechnex LLC	\$78,847.25
EFT225	5/10/2019	CHK	Law Office of David L. Wysocki	\$787.50
EFT226	5/10/2019	CHK	AquaTechnex LLC	\$25,450.00
EFT227	5/10/2019	CHK	Wood Environment & Infrastructure	\$24,797.65
EFT228	5/16/2019	CHK	Santa Ana Watershed Project Authority	\$20,758.73
EFT229	5/16/2019	CHK	CDM Smith Inc	\$9,538.50
EFT230	5/16/2019	CHK	Wood Environment & Infrastructure	\$1,527.00
EFT231	5/30/2019	CHK	DeGrave Communications	\$1,697.99
Total Disbursements May 2019				<u>\$ 163,404.62</u>

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Lake Elsinore & San Jacinto Watersheds Authority



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

LESJWA Education and Outreach Committee Meeting Notes July 9, 2019

Members Present: Mark Norton, Chair, SAWPA
Bonnie Woodrome, EVMWD
Kasey Castillo, City of Canyon Lake
Nicole Dailey, City of Lake Elsinore
Breana Mena, City of Lake Elsinore Intern

Others Present: Lisselle DeGrave, DeGrave Communications

Members Absent: Alonzo Barrera, Riverside County Executive Office

1. Call to Order

Mark Norton called the meeting to order at 12:17 pm at Elsinore Valley Municipal Water District (EVMWD), located at 31315 Chaney Street, Lake Elsinore, California.

2. Additions/Corrections to the Agenda

Ms. Dailey stated she had one additional agenda item to discuss – LESJWA's Lake Elsinore Fishery Management Survey. Mr. Norton indicated that we could discuss this additional item at the end of this agenda.

3. Approval of the Meeting Notes

The meeting notes from April 23, 2019 were reviewed. The Committee agreed that the meeting notes were acceptable as prepared.

4. Lake Levels

- The current lake levels at Lake Elsinore are 1240.50' (July 2) and 1379.60' at Canyon Lake (July 2). The lake levels recorded prior to our last meeting were 1241.41' at Lake Elsinore (April 16) and 1381.39' at Canyon Lake (April 16).

5. Lake Watch 2019 Update

- Ms. Dailey indicated that the latest sampling of cyanobacteria indicated a concentration of 2 mcg/L in April 2019 but then decreased later in concentration. The latest results taken on June 25, 2019 and just released on July 3 show a concentration of 1.2 mcg/L. Ms. Dailey felt that this reflected the moderate weather around Lake Elsinore so far this summer and not the high heat days as experienced last year. She indicated that the city is not sampling for cyanobacteria on a regular basis anymore but only as needed. She also indicated that they were not going to be changing the signage as often since there are really no mandated requirements but just suggested signage levels by regulators.

6. Quarterly Activity Report Apr. – Jun. 2019

- Ms. DeGrave shared copies of the quarterly activity report for the last quarter with the Committee. The report included reports about Task 1 Outreach Service in which an LESJWA outreach booth was operated for Fiesta Day at Canyon Lake on May 25. LESJWA partnered with Elsinore Valley Municipal

Water District to share a booth space. She said the event drew about 5000 attendees. Under Task 2, Media Outreach Services, she discussed the letter to the editor of the Valley News that she helped prepare with Tim Moore of Risk Sciences and LESJWA staff to address some misinformation posted related to LESJWA's involvement with the Nevada Hydro LEAPS project. The misinformation seemed to imply support by LESJWA for LEAPS while LESJWA has never expressed this. Also, DeGrave Communications drafted and sent out a public notice for the April 15-19 alum application. Under Task 3, Facebook Support, she shared that the number of followers on Facebook continues to increase with 20 new followers this past quarter. Some of the posts on Facebook were shared. Ms. Dailey asked if the recent Regional Board meeting discussing the LE/CL TMDL Update was available by webcast and online. Ms. DeGrave said it was and she would add that link to the Facebook page. Ms. Dailey suggested that when people post negative comments about Lake Elsinore and why LESJWA isn't cleaning it up, we should be proactive in stating this lake is safe to recreate in, and is a natural lake which turns green sometimes as most lakes do.

Ms. Dailey asked Ms. Woodrome if data was available for DO in Lake Elsinore from the Lake Elsinore hydrolabs. She noted that she had not received it recently and wondered why. Ms. Woodrome said she would check with the EVMWD staff. She said that the system was turned back on for the summer for mixing in April 2019. Ms. Dailey said that Dr. Alex Horne is conducting a study to evaluate the performance of the axial flow pumps which will help the LEAMS operators decide whether it is worth it to continue to upgrade and operate them.

Under Task 4 of the DeGrave Quarterly Activity Report, Ms. DeGrave shared some of the recent media clippings. The Committee learned from Kasey Castillo of Canyon Lake that the Friday Flyer is only available online. She said that the Canyon Lake POA, who originally started the Friday Flyer, are no longer a part of it and produce their own quarterly publication.

7. TMDL Social Media Outreach Update

- Ms. DeGrave indicated that as follow up to the last Committee meeting, she prepared a list of terms to educate the public about the TMDL Update and Revision. These terms would serve as a TMDL Vocabulary. Ms. Dailey suggested combining some of the terms and rearranging them so that they tell a story. Mr. Norton wondered if what was suggested was like previous outreach FAQs sheets for Lake Elsinore. He indicated that if this was a glossary of terms, then it is typically shown in alphabetical order. It just depends on what the Committee desires. Ms. Woodrome suggested that the term definitions be used to connect words to a story or blog possibly with illustrations. Ms. DeGrave said she would look at it again and see what could be produced that would be effective.

8. Additional Agenda Item -Lake Elsinore Fishery Management Survey

- Ms. Dailey suggested that since the upcoming Lake Elsinore Fishery Management Survey is a LESJWA project, we should be promoting and discussing this upcoming work through social media. She said that she was approached by Wood Environmental Inc. who is conducting this work and asked if the City of Lake Elsinore was going to conduct some social media posts about this survey. She indicated that the fish survey work will be conducted in phases with the first phase in early August, the next phase in the late August and the last phase in early Sept. 2019. Wood Environmental Inc. will also be working with fish clubs for volunteer help in fish removal from Lake Elsinore. Ms. Dailey said the City will be conducting a Carp Fishing Tournament on July 27th which should help. Mr. Norton said he will ask the LESJWA project manager, Rick Whetsel, to get in contact with DeGrave Communications about the scope of work for the fishery management survey and to coordinate outreach work. Ms. Dailey said that the City will be preparing some video of the fish survey and will coordinate with Ms. DeGrave. Ms. DeGrave asked if there were any recent photos of people recreating on the lake. Ms. Dailey indicated that she would check.

9. Discuss Items for Next Agenda

- No agenda items were requested.

10. Next Meeting Date

The LESJWA Education and Outreach Committee agreed to meet at the City of Lake Elsinore's new Launch Point Community Hall on Tuesday, Oct. 15, 2019 at 12 noon. Ms. Dailey agreed to provide lunch for the meeting.

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**LAKE ELSINORE/CANYON LAKE TMDL TASK FORCE
MEETING NOTES**

April 24, 2019

PARTICIPANTS

Steven Wolosoff
John McNamara
Melanie Sotelo
Rae Beimer
Cynthia Gabaldon
Maria Arreguin
Mike Roberts
Stormy Osifeso
Lynn Merrill
Lenai Hunter
Sudhir Mohleji
Janna Taing
Greg Kahlen
Tim Moore
Ken Theisen
Abigail Suter
Andrea Gonzalez
Richard Boon
Tess Dunham
Chris Stransky
Rick Whetsel
Mark Norton

REPRESENTATIVE

CDM Smith
CR&R
City of Hemet
City of Moreno Valley
City of Perris
City of Perris
City of Riverside
City of Riverside
City of San Jacinto
Elsinore Valley Municipal Water District
Elsinore Valley Municipal Water District
MBI/Caltrans
The Kahlen Group
Risk Sciences
Regional Water Quality Control Board
Riverside County Flood Control & WCD
Riverside County Flood Control & WCD
Riverside County Flood Control & WCD
SSD
Wood Environmental
Santa Ana Watershed Project Authority
Santa Ana Watershed Project Authority

VIA-CONFERENCE CALL

Andy Ramirez
Richard Meyerhoff
Nicole Dailey
Pat Boldt
Kasey Castillo
Loren Sotelo

City of San Jacinto
GEI Consultants
City of Lake Elsinore
WRCAC
City of Canyon Lake
March JPA

Call to Order & Introductions

The Lake Elsinore/Canyon Lake TMDL Task Force meeting was called to order at 1:06 p.m. by Mark Norton at the Santa Ana Watershed Project Authority, Riverside, California.

Meeting Notes

The March 19, 2019 LE/CL TMDL Task Force meeting notes were deemed acceptable.

Update: Basin Plan Amendment to Update and Revise TMDLs

May 3, 2019 Public Workshop (Regional Board)

Ken Theisen /Santa Ana Regional Board reminded stakeholders of the upcoming May 3rd Public Workshop for the revised LE&CL TMDLs. Mr. Theisen informed stakeholders that he has not received any official comments to date on the tentative resolution (distributed to stakeholders on April 17th) and noted that the Regional Board staff has requested extending the comment period to June 30th. Extending the comment period will not lengthen the process as it is expected to coincide with the peer review of the TMDL Technical document.

It is anticipated that the Regional Board will schedule a public hearing for adoption of the revised LE&CL TMDLs in August or September.

Mr. Theisen requested stakeholders to show their support for the proposed revised TMDLs and attend the May 3rd Workshop. It was also suggested having elected officials attend and provide written statements of support.

Mr. Theisen does not expect EPA to attend the workshop and noted from recent conversations with EPA staff and their concerns with approving a TMDL that does not meet a chlorophyll target 100% of the time or protecting beneficial uses 100% of the time. Mr. Theisen explained the issues with Lake Elsinore periodically going dry and ultimately believes that EPA will approve the revised LE&CL TMDLs.

Preparation of Comment Letter on behalf of Task Force (Risk Sciences)

Tim Moore /Risk Sciences informed stakeholders that he will be preparing a comment letter to the Regional Board on behalf of the LE&CL TMDL. This letter, for the most part, will address some errata issues in that what is written may be perceived differently than we intended. Mr. Moore does not plan to submit this comment letter prior to the May 3rd workshop.

On a related note, Mr. Moore will be resubmitting our comments on the proposed EPA aluminum standards to EPA in an effort to get them to recognize our concerns, which were not addressed as part of the effort to develop the criteria guidance document. This will be done as part of an effort by EPA to implement these new aluminum standards in Oregon, whereas as part of the process to implement these new standards EPA is required for formally respond to all submitted comments.

Discussion: TMDL Compliance Accounting (Risk Sciences)

Tim Moore /Risk Sciences presented handouts to the stakeholders summarizing both the nutrient offset credits generated by LEAMS and the Canyon Lake alum project. These handouts were prepared with the intent of showing stakeholders where they are in terms of compliance.

Mr. Moore described how the operation of LEAMS has generated an excess of nutrient off-set credits, which has resulted in great improvements to Lake Elsinore water quality. However, LEAMS credits did not become available to the Task Force stakeholders until 2016. Therefore, this has not resulted in stakeholders being able to accrue adequate nutrient off-set credits to demonstrate compliance back to the beginning of the TMDL compliance cycle in 2011. To bring all participating stakeholders into compliance, he proposed a solution using available nutrient off-set credits from LEAMS. EVMWD's permit is setup on a five-year rolling average, whereas the TMDL runs on a ten-year rolling average. Therefore, any credits generated over five years ago are no use to EVMWD, but still have value to TMDL stakeholders. As TMDL stakeholders have shown good faith in purchasing LEAMS nutrient off-set credits, Mr. Moore proposed that the LEAMS Operating/Funding partners grant an equal number of "bonus nutrient off-set credits" to TMDL stakeholders for nutrient off-set credits purchased in 2016, 2017 and 2018, for 2011, 2012 and 2013. This would only apply to nutrient off-set credits available after the LEAMS Operators compliance is assured, and the window has closed to those credits being of any use to them. He noted that this is a onetime retroactive deal that only applied to the period of time that the credits were not available to TMDL stakeholders (2011 through 2015).

Mr. Moore reminded stakeholders that the new TMDL will reset the clock on compliance, which is expected to happen before the end of 2020, and with that, all the past credits will expire, and stakeholders will start over again with a new ten-year TMDL compliance window.

Ken Theisen /Santa Ana Regional Board raised a question regarding EVMWD's schedule for revising the accounting method for calculating LEAMS off-sets, which is overdue. Mr. Moore responded that it is currently being worked on by Dr. Alex Horne. A final report is expected in early 2020.

Mark Norton /LESJWA raised a question regarding the operational performance of LEAMS, noting that the City of Lake Elsinore is currently requesting bids for the replacement of various components of the axial mixing system. Mr. Moore noted that Dr. Horne is currently focused on the estimation of nutrient off-set credits but could look at the operational performance if directed. It was proposed that the LEAMS Operators schedule a meeting to review the proposal to upgrade the mixing system and discuss an assessment of LEAMS.

Discussion: Lake Elsinore

Nicole Dailey /City of Lake Elsinore noted that lake level is currently over 1241 and informed stakeholders that Wood Environmental has initiated their sediment plume analysis to investigate possible short and long term impacts to Lake Elsinore.

Ms. Dailey noted that City Council earlier this month did formally take a position of opposition to the Lake Elsinore Advanced Pump Storage Project (LEAPS). This was not a formal action in terms of any application submitted to the City, but rather a policy decision on their part reflecting the opinion of the community. This opposition is based upon the uncertainty of Nevada Hydro to agree to certain conditions to assure key components of the project provide benefits to the community and the lake.

Mark Norton /LESJWA informed stakeholders that Tim Moore has offered to address the LESJWA Board regarding LEAPS, to ask for the Board's permission for the Task Force to be more engaged in communication with the proponents of the LEAPS project to address the various questions raised by the City. The Board has indicated that they are not supportive of the task force actively working with LEAPS, but they are willing to hear what Tim Moore has to say. This will take place at the next LESJWA Board meeting scheduled in August.

Mr. Norton informed the Task Force that the LESJWA Board did approve a policy for cost share agreements for accepting outside funding. He has put together a letter of Agreement with CRR. John McNamara, representing CR&R has agreed to the letter of agreement and agreed to pay an invoice for roughly \$60,000 to support the work of the task force.

Discussion: Canyon Lake

Alum Application Scheduled Week of April 15th (LESJWA Staff)

Rick Whetsel /SAWPA updated the Task Force on the Canyon Lake Alum Application conducted the week of April 15th. He noted that the application was originally planned for February, but the frequent rains resulted in the Task Force needing to reschedule the application numerous times. Aquatechnex was successful in applying the alum without issues relating to the rains. However, the application in the shallow East Bay area resulted in some floating floc, which may have been a side effect of a number of things including warmer water temperatures or an algae bloom, which the alum would float to the top. Aquatechnex followed up on the issues by spraying water on the floating floc and using their boats wave action to break up the surface tension and allow the alum to drop through the water column. Kasey Castillo /City of Canyon Lake noted there were some small issues but the overall consensus is that the alum applications went well.

Mr. Whetsel informed stakeholders that our next alum application is scheduled for September. This will be the last alum application under the current contract with Aquatechnex. An RFP will be issued in the fall for continuing alum applications into 2020 and the re-evaluation of the alum application plan in coordination with the revised TMDLs.

Task Force Administration (LESJWA Staff)

Proposed Budget Workshop for May

Rick Whetsel /SAWPA informed the Task Force of an interest by stakeholders and RCFC&WCD staff to hold a workshop. RCFC&WCD staff will take the lead in coordinating with Steve Wolosoff /CDM Smith in setting up this workshop prior to our next scheduled LE&CL TMDL Task Force Meeting.

Draft FY 2019-20 Task Force Budget

Rick Whetsel /SAWPA presented the latest draft LE&CL TMDL Task Force budget to the Task Force. Stakeholders stated that they did not want to consider the FY 2019-20 budget until after the budget workshop, and until after the issues with the on-site BMP credits are resolved.

Amendment No. 1 to Task Force Agreement

Rick Whetsel /SAWPA informed the Task Force of recent conversations with the City of Menifee and how their signature page is anticipated to be submitted in the near future. However, there is no update regarding the CA Department of Fish and Wildlife.

Other Business

Mark Norton /LESJWA recommended that the LE&CL TMDL Task Force support the succession plan by Tim Moore and the Basin Monitoring Program Task Force to issue a Request for Qualifications (RFQ). The rationale is that staff might have a difficult time in justifying a sole source. Mr. Norton suggested that SAWPA prepare and issue a single RFQ that would be used by each of the three task forces in looking to replace Tim Moore /Risk Sciences. The consensus of the Task Force was to go with the RFQ process.

Lynn Merrill representing the City of San Jacinto requested the Task Force to conduct sampling of Mystic Lake to characterize the water quality. Richard Boon /RCFC&WCD informed the Task Force that District staff will take the lead in coordinating with Wood Environmental to collect a sample from Mystic Lake.

Schedule Next Meeting

The next LE&CL TMDL Task Force meeting is scheduled for Wednesday, June 19, 2019 at 1:00 p.m. at SAWPA.

Adjourn

The meeting adjourned at 4:20 p.m.

**LAKE ELSINORE/CANYON LAKE TMDL TASK FORCE
MEETING NOTES**

June 19, 2019

PARTICIPANTS

Claudia Steiding
Daniel Cortese
Rae Beimer
Cynthia Gabaldon
Maria Arreguin
Mike Roberts
Stormy Osifeso
Lynn Merrill
Mike Loving
Margie Armstrong
Parag Kalaria
Sudhir Mohleji
Ankita Vyas
David Kates
Greg Kahlen
Tim Moore
Hope Smythe
Abigail Suter
Amy McNeill
Andrea Gonzalez
Chris Stransky
Rick Whetsel

REPRESENTATIVE

City of Hemet
City of Hemet
City of Moreno Valley
City of Perris
City of Perris
City of Riverside
City of Riverside
City of San Jacinto
City of Wildomar
Elsinore Valley Municipal Water District
Elsinore Valley Municipal Water District
Elsinore Valley Municipal Water District
Michael Baker
Nevada Hydro
The Kahlen Group
Risk Sciences
Regional Water Quality Control Board
Riverside County Flood Control & WCD
Riverside County Flood Control & WCD
Riverside County Flood Control & WCD
Wood Environmental
Santa Ana Watershed Project Authority

VIA-CONFERENCE CALL

Andy Ramirez
Richard Meyerhoff
Nicole Dailey
Pat Boldt
Steven Wolosoff
Alberto Acevedo
Kasey Castillo
Loren Sotelo
Roger Turner

City of San Jacinto
GEI Consultants
City of Lake Elsinore
WRCAC
CDM Smith
CDM Smith
City of Canyon Lake
March JPA
Roger Turner & Associates, Inc.

Call to Order & Introductions

The Lake Elsinore/Canyon Lake TMDL Task Force meeting was called to order at 1:04 p.m. by Rick Whetsel at the Santa Ana Watershed Project Authority, Riverside, California.

Meeting Notes

It was requested by RCFC&WCD staff that the April 24, 2019, LE/CL TMDL Task Force meeting notes be amended to note that the proposed monitoring of Mystic Lake was subsequently postponed due to concerns about the representativeness of the sample given. The time has elapsed since the last substantial rain and evaporation has occurred since.

Update: Basin Plan Amendment to Update and Revise TMDLs

Discussion: Comment Letter on behalf of Task Force (Risk Sciences)

Tim Moore /Risk Sciences presented to stakeholders three handouts he prepared to guide discussion regarding the proposed language in the adoption resolution for the Basin Plan Amendment to update the LE&CL TMDLs.

Mr. Moore started the discussion noting he was very pleased by the outcome of the May 3rd Public Workshop on the TMDL Update and the Regional Board staff did a very good job of explaining the issues and presenting the efforts of the Task Force.

Mr. Moore noted in the subsequent week leading to the Public Workshop it became evident that there was some angst and uncertainty about some of the language in the Basin Plan Amendment Adoption Resolution and its attachment. The key issues being revisions made to the Adoption Resolution following its original posting in late March 2019. In April 2019, a revised version of the Adoption Resolution was posted with a paragraph added regarding when and how nutrient offsets can be used.

To address this, as well as, other issues regarding the Adoption Resolution Mr. Moore prepared the previously noted handouts to document what the Task Force is required to do and is committing to do to comply with the TMDLs.

Following a lengthy discussion, a motion was put forward by Nicole Dailey representing the City of Lake Elsinore and seconded by Lynn Merrill representing the City of San Jacinto authorizing Tim Moore /Risk Sciences to prepare a letter to the Regional Board accompanied by final stakeholder approved versions of the three handouts addressing the concerns of the task Force regarding the language in the Basin Plan Amendment Adoption Resolution and its attachment. The motion was unanimously approved by the Task Force.

Comments by stakeholders on the three handouts are due to Tim Moore /Risk Sciences by COB Friday, June 21st. The final letter and handouts will be submitted by LESJWA by the comment deadline of June 30th.

Discussion: LEAPS Potential Water Quality Risks and Benefits (Risk Sciences)

Tim Moore /Risk Sciences presented to stakeholders a recent study prepared by Dr. Michael Anderson, which evaluated the impacts on water quality by the LEAPS project. One of the findings of the study, with respect to improving water quality in Lake Elsinore, is the possibility of adding oxygen to the water column through the water pumped back into the lake.

Mr. Moore requested the Task Force consider conducting a more in-depth analysis of this issue. The general premise being that if significant oxygen could be added and distributed throughout Lake Elsinore it would be a significant benefit for the TMDL and could be a source of nutrient offset credits. He added that a possible scenario for funding this study, to be implemented through and by the Task Force, could be Nevada Hydro through the new LESJWA policy for receiving outside funding. Whereas, Nevada Hydro would contribute funds to the Task Force and the Task Force would then apply funds to hire a consultant to conduct the study under the guidance of the Task Force.

Following a brief discussion, a motion was put forward by Nicole Dailey representing the City of Lake Elsinore and seconded by Michael Roberts representing the City of Riverside authorizing Tim Moore /Risk Sciences to prepare a scope of work for a proposal to study the addition of oxygen to Lake Elsinore to take forward to the LESJWA Board. The motion was approved with EVMWD staff abstaining from the motion.

Discussion: Lake Elsinore

Nicole Dailey /City of Lake Elsinore informed stakeholders that the State will be taking cyanotoxin samples from Lake Elsinore on June 25th.

She also noted that the City is about to open its new Launch Point Camping/RV Resort and invited stakeholders to the exclusive opening event on Friday, June 27th from 4 to 7 p.m. and campout on Saturday and Sunday.

Chris Stransky /Wood Environmental informed stakeholders that he and John Rudolph /Wood Environment & Infrastructure Solutions will be providing an update on the Clean-up and Abatement activities at our next Task Force meeting.

Discussion: Canyon Lake

Kasey Castillo /City of Canyon Lake noted following the April alum application to Canyon Lake that there were some instances of floating flocculent. This issue did not persist for long or caused any issue for the lake residents.

Task Force Administration (LESJWA Staff)**Action Item: Draft FY 2019-20 Task Force Budget**

Rick Whetsel /SAWPA presented to the stakeholders the updated FY 2019-20 LE&CL TMDL Task Force Budget. This budget was revised following the June 13th Budget Workshop using the latest stakeholder load allocation data available to CDM Smith. Following a brief discussion, a motion to approve the budget was put forward by Lynn Merrill representing the City of San Jacinto and seconded by Rae Beimer representing the City of Moreno Valley. The motion was unanimously approved by the Task Force.

Discussion: RFQ Regulatory Compliance Expert

Rick Whetsel /SAWPA provided a brief update on the process to evaluate Statements of Qualifications provided by firms interested in replacing Risk Sciences as Regulatory Compliance Expert for the Task Force. This included consultant interviews to be conducted Tuesday, June 25th. It is expected that a recommendation to hire one of the interviewed firms will be brought back to the Task Force at our next meeting.

Other Business

Tim Moore /Risk Sciences informed stakeholders that EPA has recently published water quality criteria for cyanobacteria. He will further investigate this topic and bring it back for discussion at our next Task Force meeting.

John Rudolph /Wood Environment & Infrastructure Solutions noted that the draft Lake Elsinore Fishery Management Study Plan will be available for review by stakeholders next week.

Schedule Next Meeting

The next LE&CL TMDL Task Force meeting is scheduled for Wednesday, August 14 at 1:00 p.m. at RCFC&WCD.

Adjourn

The meeting adjourned at 4:05 p.m.

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LESJWA BOARD MEMORANDUM NO. 2019.12

DATE: August 15, 2019

SUBJECT: Regulatory and Facilitator Support for Lake Elsinore and Canyon Lake TMDL Task Force

TO: LESJWA Board of Directors

FROM: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Staff and the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force recommends that the Board of Directors execute the following:

1. Agreement for Services with Somach Simmons & Dunn and LESJWA;
2. Task Order SOMA160-01 with Somach Simmons & Dunn in the amount not to exceed \$98,460 for the next two fiscal years, estimated at \$42,015 for FY19-20 and \$56,445 for FY 20-21, to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force;
3. Agreement for Services with Risk Sciences and LESJWA, and
4. Task Order RISK160-11 with Risk Sciences in the amount not to exceed \$43,200 for FY 19-20 to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force.

DISCUSSION

In March 2019, Tim Moore of Risk Sciences announced to SAWPA, LESJWA and its task forces that he would be retiring on July 1, 2020. He suggested that the most qualified consultant to replace him and support the LESJWA and SAWPA task forces might be Theresa (Tess) Dunham of Somach Simmons and Dunn. Mr. Moore has worked extensively with Ms. Dunham in the Central Valley Salts management program and other forums and she is very well respected by regulatory agencies. Upon review of this recommendation, the task forces agreed that it would be best to prepare a Request for Qualifications for Risk Sciences replacement to ensure an open, competitive and fair evaluation of all potential succeeding firms. It was suggested by Mr. Moore that for FY 19-20 a consultant or consultant team be brought on to work part time supporting Mr. Moore in his efforts and to allow Mr. Moore to pass on institutional knowledge about each task force to the incoming firm before entering the regulatory strategist and facilitator role full time in FY 20-21. The task forces agreed that approach made the most sense. Consequently, a task order spanning two years was deemed preferable by all task forces.

In May 2019 an RFQ was issued jointly by SAWPA/LESJWA and four firms responded. The four firms were interviewed on June 25, 2019 by a panel composed of representatives from three task forces, SAWPA/LESJWA staff as well as the Regional Board upper management. Based on these reviews, the interview panel was unanimous in recommending that a proposal and cost estimate be sought from Theresa Dunham of Somach Simmons and Dunn. The runner up firm, Larry Walker & Associates, was informed that they would be kept on our preferred consultant list should other or additional support needs arise. The outcome of the interview panel was shared with each task force and a proposed scope of work with cost estimate for support for each SAWPA task force as

prepared by Ms. Dunham was sent with each task force for consideration. Upon review, each Task Force indicated their support of the proposal and their recommendation to the SAWPA Commission and the LESJWA Board that task orders be issued for the support of each task force for FY 19-20 and FY 20-21.

A new Agreement for Services and task orders with Theresa Dunham of Somach Simmons & Dunn have been prepared for the Lake Elsinore and Canyon Lake TMDL Task Force for the LESJWA Board review and approval. The SAWPA Commission approved new task orders with Theresa Dunham of Somach Simmons & Dunn on Aug. 6th.

Theresa (Tess) Dunham of Somach Simmons & Dunn will be available by phone to answer any questions by the LESJWA Board.

RESOURCE IMPACTS

Sufficient funding has been budgeted by the Lake Elsinore and Canyon Lake TMDL Task Force for the FY 19-20 fiscal year. This work is also included in the approved FY 19-20 Budget for LESJWA.

Attachments:

1. Agreement for Services with Somach Simmons & Dunn
2. Task Order No. SOMA160-01 with Somach Simmons & Dunn
3. Agreement for Services with Risk Sciences
4. Task Order No. RISK160-11 with Risk Sciences

AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this 15th day of August, 2019 by and between the Lake Elsinore & San Jacinto Watersheds Authority ("LESJWA") whose address is 11615 Sterling Avenue, Riverside, CA. 92503, and Somach Simmons & Dunn ("Consultant") whose address is 500 Capitol Mall, Suite 1000, Sacramento, CA 95814.

RECITALS

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

- 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;
- 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; and
- 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 This agreement shall become effective on the date first above written and shall continue until **December 31, 2021**, 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 This is not an agreement for legal services. Any legal services Consultant could provide will be under a separate agreement or agreements.

2.03 Consultant's June 7, 2019, Response to SAWPA's Request for Qualifications is hereby incorporated by reference into this agreement, including the "Additions, Deletions and/or Exceptions" on page 11 of that document.

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.

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 a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV **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 or approved by LESJWA on behalf of a particular task force, Consultant will designate Theresa Dunham 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.
- e. Consultant shall require any subcontractor that Consultant uses for work performed for LESJWA under this Agreement or related Task Order to obtain the insurance coverages specified above.
- f. Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of LESJWA for all work performed by Consultant, and its employees, agents and subcontractors.

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. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by LESJWA in writing. 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 negligence, recklessness, or willful misconduct 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 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

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

Brenda Dennstedt, LESJWA Chair	Date
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(Signature)	Date	Print/Type Name and Title
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**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. SOMA160-01**

CONSULTANT: Somach Simmons & Dunn
500 Capitol Mall, Suite 1000
Sacramento, CA 95814

VENDOR NO. 2234

COST: \$98,460.00

PAYMENT: Upon Proper Invoice

REQUESTED BY: Mark Norton, Water Resources & Planning Manager August 15, 2019

FINANCE: _____
Karen Williams, CFO Date

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

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()
Authorization: August 15, 2019; LES#2019.12

This Task Order is issued upon approval and acceptance by the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) and Somach Simmons & Dunn (Consultant) pursuant to the Agreement for Services between LESJWA and Consultant, entered into on August 15, 2019, expiring December 31, 2021.

I. PROJECT NAME OR DESCRIPTION

Lake Elsinore and Canyon Lake TMDL Task Force Regulatory Support

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services to provide regulatory strategist and facilitator support for the Lake Elsinore and Canyon Lake TMDL Task Force for two (2) years; \$42,015.00 for FY 2019-20 and \$56,445.00 for FY 2020-21, as described in Attachment A. Consultant will designate Theresa Dunham to provide all services described in this Task Order.

III. PERFORMANCE TIME FRAME

Consultant shall begin work August 15, 2019 and shall complete performance of such services by **June 30, 2021**.

IV. LESJWA LIAISON

Mark Norton and/or Rick Whetsel 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 **\$98,460.00** including travel expenses. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to 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.

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

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Brenda Dennstedt, LESJWA Chair	Date
--------------------------------	------

SOMACH SIMMONS & DUNN

(Signature) _____ Date _____

Print/Type Name and Title

Attachment A

**SOMACH SIMMONS & DUNN
FISCAL YEAR 2019/2020
REGULATORY SUPPORT FOR THE LAKE ELSINORE CANYON LAKE NUTRIENT TMDL
TASK FORCE**

The cost estimate provided here is based on an understanding that Risk Sciences will continue taking the primary role for regulatory support services from July 2019 through the end of 2019, and that the Santa Ana Water Board will adopt the revised TMDL sometime this fall. Theresa Dunham of Somach Simmons & Dunn will work closely with Risk Sciences to avoid duplicating work efforts, and will coordinate with Risk Sciences on all activities.

Starting in January of 2020, Theresa Dunham will assume a lead role in facilitating the Lake Elsinore Canyon Lake Nutrient TMDL Task Force, and will work closely with the Task Force to support adoption of the TMDL revisions before the State Water Resources Control Board and U.S. EPA.

Travel costs for the Lake Elsinore Canyon Lake Nutrient TMDL Task Force meetings will be shared with other Task Forces to the extent that other Task Force meetings are scheduled concurrently with the Lake Elsinore Canyon Lake Nutrient TMDL Task Force meetings. If there are no other meetings scheduled concurrently, Ms. Dunham intends to fly down and back on the same day to avoid hotel and overnight costs.

TASK	ESTIMATED TIME/COST
Task 1 – Prepare for Task Force Meetings <ul style="list-style-type: none">• Review and edit materials• Confer with T. Moore	4 hours per meeting – (assumes 7 meetings) \$345 x 28 hours = \$9,660
Task 2 – Prepare Materials for Task Force Meetings (in primary role) <ul style="list-style-type: none">• Prepare draft agendas and other materials	2 hours per meeting – 3 meetings (This assumes that there will be 3 meetings in early 2020 and that T. Dunham will be the primary facilitator for those meetings.) \$345 x 6 hours = \$2,070
Task 3 – Attend Task Force Meetings	2 hours per meeting – 7 meetings \$345 x 14 hours = \$4,830

<p>Task 4 – Task Force Communications</p> <ul style="list-style-type: none"> • Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings • Conference calls with Santa Ana Water Board staff to discuss documents 	<p>2 hours per meeting – (assumes 7 meetings)</p> <p>$\\$345 \times 14 \text{ hours} = \\$4,830$</p>
<p>Task 5 – Regional and State Water Board hearings</p> <ul style="list-style-type: none"> • Prepare for and attend Regional Board hearing on TMDL amendments • Prepare for and attend State Water Board hearing on TMDL amendments • Prepare written comments in support of revisions when before State Board • Schedule and attend meetings with State Board members on TMDL revisions, as determined necessary • Communicate with U.S. EPA, as determined necessary 	<p>50 hours (assumes 5 hours of preparation for each hearing, 8 hours for attendance at each hearing), 10 hours for preparing written comments to the State Board, 10 hours for State Board meetings, and 4 hours for misc.)</p> <p>$\\$345 \times 50 = \\$17,250$</p>
<p>Task 6 – Travel Costs</p>	<p>\$400 air costs per trip (average cost for Southwest Airlines between SMF and Ontario – costs may be less if booked significantly in advance)</p> <p>\$150 rental car costs per trip</p> <p>\$50 airport parking per trip (assuming two days of travel)</p> <p>\$150 hotel costs (one night per trip)</p> <p>$\\$750 \text{ per trip} \times 7 = \\$5,250 / 2 = \\$2,625$</p> <p>(Assumes cost share for travel costs with at least one other task force)</p> <p>Plus one additional trip for attendance at the Santa Ana Regional Board hearing on the TMDL Revisions (\$750.00)</p> <p>Total Travel Costs - \$3,375</p>
<p>TOTAL ESTIMATED COSTS</p>	<p>\$42,015 FY 2019/2020</p>

**SOMACH SIMMONS & DUNN
FISCAL YEAR 2020/2021
REGULATORY SUPPORT FOR THE LAKE ELSINORE CANYON LAKE NUTRIENT TMDL
TASK FORCE**

The cost estimate provided here assumes that Theresa Dunham will be the primary facilitator for the Lake Elsinore Canyon Lake Nutrient TMDL Task Force. The cost estimate also assumes that the TMDL revisions for the Lake Elsinore Canyon Lake Nutrient TMDL were approved by the State Water Resources Control Board prior to commencement of Fiscal Year (FY) 2020/2021. To the extent that this has not occurred, money allocated to activities in support of obtaining the TMDL revisions for FY 2019/2020 would need to be reallocated into FY 2020/2021.

Travel costs for the Lake Elsinore Canyon Lake Nutrient TMDL Task Force meetings will be shared with other Task Forces to the extent that other Task Force meetings are scheduled concurrently with the Lake Elsinore Canyon Lake Nutrient TMDL Task Force meetings. If there are no other meetings scheduled concurrently, Ms. Dunham intends to fly down and back on the same day to avoid hotel and overnight costs.

TASK	ESTIMATED TIME/COST
Task 1 – Prepare for Task Force Meetings <ul style="list-style-type: none"> Review and edit materials Coordinate with other consultants, as necessary Coordinate with LESJWA staff 	4 hours per meeting – (assumes 7 meetings) \$345 x 28 hours = \$9,660
Task 2 – Prepare Materials Related to TMDL Implementation for Task Force Review	100 hours (this is a placeholder that will need to be refined at the end of FY 2019/2020) \$345 x 100 hours = \$34,500
Task 3 – Attend Task Force Meetings	2 hours per meeting – 7 meetings \$345 x 14 hours = \$4,830
Task 4 – Task Force Communications <ul style="list-style-type: none"> Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings Conference calls with Santa Ana Water Board staff to discuss documents 	2 hours per meeting – (assumes 7 meetings) \$345 x 14 hours = \$4,830

Task 5 – Travel Costs	<p>\$400 air costs per trip (average cost for Southwest Airlines between SMF and Ontario – costs may be less if booked significantly in advance)</p> <p>\$150 rental car costs per trip</p> <p>\$50 airport parking per trip (assuming two days of travel)</p> <p>\$150 hotel costs (one night per trip)</p> <p>\$750 per trip x 7 = \$5,250/2 = \$2,625 (assumes cost share for travel costs with at least one other task force)</p>
TOTAL ESTIMATED COSTS	\$56,445 FY 2020/2021

AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this **15th day of August, 2019** by and between the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) whose address is 11615 Sterling Avenue, Riverside, CA. 92503, and Risk Sciences ("Consultant") whose address is 125 New Dawn Road, Rockvale, TN 37153.

RECITALS

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

- 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.
- 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.
- 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 This agreement shall become effective on the date first above written and shall continue until **December 31, 2020**, 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 a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV **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 policy 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.~~ Waived (no employees)
- e. Consultant shall require any subcontractor that Consultant uses for work performed for LESJWA under this Agreement or related Task Order to obtain the insurance coverages specified above.
- f. Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of LESJWA for all work performed by Consultant, and its employees, agents and subcontractors.

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. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by LESJWA in writing. 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 negligence, recklessness, or willful misconduct 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 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

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

Brenda Dennstedt, LESJWA Chair	Date
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Timothy F. Moore, President

Date

**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. RISK160-11**

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

VENDOR NO. 1174

COST: \$43,200.00

PAYMENT: Upon Proper Invoice

REQUESTED BY: Mark Norton, Authority Administrator

August 15, 2019

FINANCE: _____
Karen Williams, CFO Date

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

BOARD AUTHORIZATION REQUIRED: YES (X) NO ()
Authorization: August 15, 2019; LES#2019.12

This Task Order is issued upon approval and acceptance by the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) and Risk Sciences (Consultant) pursuant to the Agreement for Services between LESJWA and Consultant, entered into on August 15, 2019, expiring December 31, 2020.

I. PROJECT NAME OR DESCRIPTION

Lake Elsinore and Canyon Lake TMDL Task Force Regulatory Support

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services to provide support to the Lake Elsinore and Canyon Lake TMDL Task Force and LESJWA for regulatory strategist and facilitator support. Transition work and institutional knowledge to new consultant, Theresa Dunham of Somach Simmons & Dunn as described in Attachment A.

III. TIME OF PERFORMANCE

Consultant shall begin work August 15, 2019 and shall complete performance of such services by **June 30, 2020**.

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 **\$43,200.00** including travel expenses. Payment of the fees and expenses incurred shall be made within 30 days upon receipt of timely and 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.

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.

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

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Brenda Dennstedt, LESJWA Chair Date

RISK SCIENCES

Timothy F. Moore, President Date



10 July 2019

submitted via E-mail

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

RE: Proposed Scope-of-Work to support the LECL TMDL Task Force in FY19-20

Dear Mr. Whetsel:

Per your request, I have prepared the following Scope-of-Work and cost estimate to support the Lake Elsinore/Canyon Lake Nutrient TMDL Task Force for fiscal year 2019-20.

As in the past, my role will be to serve as regulatory compliance strategist for the Task Force. In that role, my foremost responsibility is to develop TMDL implementation strategies that assure compliance with the Basin Plan, the MS4 discharge permit, and the Conditional Waiver of Agricultural Discharge (CWAD). In addition, because I will soon be retiring from full-time consulting, one of my key tasks in the coming year will be to support the transition to the person(s) that the Task Force selects to replace me. A more detailed Work Breakdown Structure (WBS) is provided in Table 1.

Table 1: Proposed Work Breakdown Structure for FY19-20

Task	Description	Level-of-Effort
1	Facilitate regulatory review and approval of the revised TMDL (incl. Regional Board's BPA hearing in fall of 2019)	32 hrs.
2	Coordinate implementation of the LEAMS and Alum offset programs (incl. review of Dr. Horne's 2019 LEAMS offset validation report)	16 hrs.
3	Prepare for and participate in up to 8 Task Force meetings (4 in-person and 4 via teleconference/webcast)	64 hrs.
Total		112 hrs.

Based on my previous 13 years' experience serving the LECL Task Force, I estimate that approximately 112 hours will be required to complete the aforementioned tasks. My professional fee will be \$350/hour plus any actual travel expenses (airfare, hotel and rental car only). No mark-up is applied to travel expenses and Risk Sciences does not seek any reimbursement for meals or travel time. Travel expenses are shared among several concurrent projects in the area whenever possible. The proposed budget assumes that, on average, travel costs will be shared with at least one other project. Total estimated cost is shown in Table 2.

Table 2: Proposed Compensation for FY19-20

Description	Amount
Professional Fees (112 hours * \$350/hr.)	\$39,200
Travel Expenses (5 trips * \$800/trip)	\$4,000
Estimated Total	\$43,200

The proposed Scope-of-Work and cost estimate is significantly smaller than my previous (FY17-19) contract with the Task Force as I only expect to continue serving as the lead regulatory strategist through the end of calendar year 2019. Beginning in January of 2020, the Task Force's new consultant will assume that responsibility and my role will be reduced to providing limited supplemental assistance to that person (and LESJWA staff) as necessary.

In addition, the proposed travel budget presumes that I will attend four Task Force meetings and one Regional Board hearing (5 trips total) during the remainder of calendar year 2019. However, I have not budgeted to attend any of the 2020 Task Force meetings or regulatory hearings in-person. In the latter half of FY19-20, I plan to join up to four additional Task Force meetings via teleconference and webcast if needed.

I genuinely appreciate the opportunity to continue supporting with the Lake Elsinore/Canyon Lake TMDL Task Force and look forward to finalizing the very important TMDL update. I will arrange to transfer all of my project files (hard copy and electronic) to LESJWA staff on or before December 31, 2019.

Respectfully submitted,



Timothy F. Moore, President

Risk Sciences

125 New Dawn Rd.
Rockvale, TN 37153

Phone: 615-274-2745

Fax: 615-370-5188

Email: tmoore@risk-sciences.com

June 10, 2019

Board of Directors
Lake Elsinore and San Jacinto Watersheds Authority
Riverside, CA

We are engaged to audit the financial statements of the governmental activities and major fund of the Lake Elsinore and San Jacinto Watersheds Authority (the "Authority") for the year ended June 30, 2019. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated May 9, 2019, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we will consider the internal control of the Authority. Such considerations will be solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the Authority's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to *management's discussion and analysis and budgetary comparison schedules* which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have not been engaged to report on the other introductory section information, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

As part of the audit, we will assist with the preparation of the financial statements and related notes and reports to the State Controller. However, this assistance does not constitute an audit under Government Auditing Standards and is considered nonaudit services. Management is responsible for overseeing and accepting responsibility for these services.

Planned Scope and Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the Authority and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our final audit fieldwork on approximately September 2019 and expect to issue our report approximately in November 2019. Joshua Calhoun is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of the Lake Elsinore and San Jacinto Watersheds Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Teaman Ramirez & Smith, L.L.C.

LESJWA BOARD MEMORANDUM NO. 2019.13

DATE: August 15, 2019

SUBJECT: SAWPA OWOW Proposition 1 IRWM Round 1 Grant Application

TO: LESJWA Board of Directors

FROM: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors receive and file this status report regarding the Physical Harvesting of Algal Biomass in Lake Elsinore, a pilot project which was submitted as a grant request to SAWPA's One Water One Watershed Proposition 1 IRWM Round 1 Grant program.

BACKGROUND

As part of the Santa Ana Watershed Project Authority's (SAWPA) One Water One Watershed (OWOW) "Call for Projects" for Proposition 1 Integrated Regional Water Management Round 1 Grant program, two projects related to lake improvements were submitted. One project submitted by the City of Lake Elsinore with the assistance of LESJWA staff was the Physical Harvesting of Algal Biomass in Lake Elsinore – Pilot Project. This project proposes the removal of lake algae through the use of floating barge system that will remove algae from the lake and then be harvested for biofuels, soil amendments or disposal for composting. The project was discussed in the recent TMDL Update Technical Report as a cost-effective means to remove nutrients contained within the algae that often die off sink to the lake bottom and then resuspend nutrients back into the water column further exacerbating the algae growth. The project is estimated to cost \$297,000 and no local funding match is proposed or required since it supports disadvantaged communities that predominantly surround the lake.

Based on the rating and ranking, the City of Lake Elsinore project, Physical Harvesting of Algal Biomass in Lake Elsinore – Pilot Project will be recommended for funding to DWR. The other project submitted by local agencies, Canyon Lake Dredging Project, unfortunately ranked low and was not recommended for funding by the watershed stakeholders, OWOW Steering Committee and the SAWPA Commission. It may be eligible for funding when more details are defined for the project perhaps for Round 2 of Prop 1 IRWM grant program in FY20/21.

An information form has been filled out by the City of Lake Elsinore and a presentation about the project will be given by the City to DWR staff as part of a DWR Pre-Application Workshop scheduled for August 14th at SAWPA. This Pre-Application Workshop will provide the State a preview of the suite of 11 projects to be submitted by SAWPA to DWR for the Prop 1 IRWM Round 1 grant program. Thereafter any feedback from State officials will need to be incorporated, and work will commence on a more detailed workplan, budget and schedule for the City algal removal pilot project.

RESOURCES IMPACT

Since the Lake Elsinore project is fully surrounded by disadvantaged communities, it will be eligible for funding under the Prop 1 IRWM program specifically set aside to assist disadvantaged communities and will not require a local matching share.

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LESJWA BOARD MEMORANDUM NO. 2019.14

DATE: August 15, 2019

SUBJECT: Lake Elsinore & Canyon Lake Nutrient TMDL Task Force Update

TO: LESJWA Board of Directors

FROM: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Staff recommends that the LESJWA Board receive and file status report regarding the Lake Elsinore and Canyon Lake Nutrient TMDL Revision Report and the LE/CL TMDL Task Force activities.

DISCUSSION

On May 3, 2019, the Santa Ana Regional Water Quality Control Board will be holding its first public workshop regarding the potential amendments to the Water Quality Control Plan for the Santa Ana River Basin to revise the Total Maximum Daily Loads (TMDL) for nutrients in Lake Elsinore, Canyon Lake, and the San Jacinto Watershed. The Regional Board has stated that pursuant to Clean Water Act Section 303(d), Lake Elsinore and Canyon Lake were identified as water quality limited segments, that is, applicable water quality standards (beneficial uses and water quality objectives) are not being attained or are not expected to be attained with the implementation of technology-based controls. The impairment of Lake Elsinore and Canyon Lake is due, in part, to excessive algae growth caused by excessive concentrations of nutrients. To correct the ongoing impairment of the lakes due to excessive nutrients the Regional Board, in 2004, adopted TMDLs (2004 TMDLs) for nutrients in the Lakes that established Numeric Targets for nutrients and algae in the Lakes, Load Allocations for sources of nutrients discharged to the Lakes and an Implementation Plan.

The Regional Board has also stated there have been significant improvements in the water quality in both lakes due to the implementation of nutrient load reduction and sediment nutrient flux reduction projects, by watershed stakeholders, since the adoption of the 2004 TMDLs. However, additional nutrient load reductions are needed to ensure the beneficial uses of the Lakes are protected and excessive nutrient and algae concentrations are further reduced.

A Draft Staff Report/TMDL Revision Technical Report (TMDL Revision Technical Report) has been prepared by the watershed stakeholders and Regional Board staff. This report contains all the required elements for revision of the 2004 TMDLs, including revised Numeric Targets for both Lakes to require further reductions of nutrients discharged to the Lakes and an updated Implementation Plan. Regional Board staff has posted revised versions of Tentative Resolution No. R8-2019-0041 and Attachment A, Basin Plan Amendment to Establish Revised TMDLs for Nutrients in Lake Elsinore and Canyon Lake

At the May 3rd workshop, the results of the Draft TMDL Revision Technical Report were discussed by the Regional Board staff, and representatives from our consultant, CDM Smith who wrote much of the report and LESWJA staff. Since the May 3rd Public Workshop, additional comments have been received on the Draft report and a Public Hearing for the Board to still planned to consider formal adoption in early fall 2019.

RESOURCE IMPACTS

None.

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LESJWA BOARD MEMORANDUM NO. 2019.15

DATE: August 15, 2019

SUBJECT: ACOE'S Lake Elsinore Aquatic Ecosystem Restoration Interest Determination

TO: LESJWA Board of Directors

FROM: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Staff recommends that the LESJWA Board receive and file status report on the status of the ACOE Continuing Authorities Program Section 206 Federal Interest Determination for Lake Elsinore Aquatic Ecosystem Restoration.

DISCUSSION

On May 21, 2019, LESJWA staff was invited by Elsinore Valley Municipal Water District staff to participate in a kickoff meeting with ACOE staff to start the process to prepare a Federal Interest Determination for Lake Elsinore Aquatic Ecosystem Restoration under the ACOE's Continuing Authorities Program (CAP) Section 206. Under the CAP, the ACOE can plan, design and construct water resource projects of limited scope and complexity. This work includes feasibility study, environmental assessment, engineering design and construction. Funding from this federal program could provide funding for a project with a maximum budget of \$10 million under a 65% Federal/35% local cost share formula. For FY19, the ACOE has \$66 million available under the National CAP program as a budget.

The process to investigate edibility for ACOE grant funding would start with ACOE staff preparing the Federal Interest Determination which would be completed within three months. This document will reflect a problem statement and a description how a solution relates to the ACOE objectives. This determination would cost about \$50K but will entirely be borne by ACOE. be described in two phases.

Phase 1 involves feasibility with the first \$100K being all federal expenses. If the feasibility study is scoped to be over \$100K, then a 50/50 cost share would be anticipated with sponsor cost share being met by in-kind technical services/products or a combination of cash and in-kind work.

Phase 2 would be for design and implementation. A Project Partnership Agreement would need to be executed and costs would be shared 65/35 (fed/non-fed). The sponsor is responsible for obtaining necessary lands, easements, rights of way, etc. Once complete, the project would be turned over to the non-federal sponsor who would be responsible for operation and maintenance.

Recently, a draft Federal Interest Determination report has been prepared by ACOE and shared with EVWMD and SAWPA staff. Some concerns have arisen with the ACOE cost estimate to conduct the Phase 1 feasibility report with the estimate of \$2 million with 50% (\$1 million) coming from local agencies. Further discussion will be needed particularly with EVWMD, the lead sponsor in this ACOE investigation, and other local agencies to determine if there is sufficient value to move into the supporting the feasibility work.

RESOURCE IMPACTS

Funding for any local cost share work to the ACOE grant funding has not been budgeted at this time and will await further information.