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

SPECIAL NOTICE REGARDING CORONAVIRUS DISEASE 2019 (COVID-19) AND PARTICIPATION IN PUBLIC MEETINGS

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. Governor Newsom issued Executive Order N-25-20 (3-12-20) and Executive Order N-29-20 (3-17-20) which temporarily suspend portions of the Brown Act relative to conducting of public meetings. Subsequent thereto, Governor Newsom issued Executive Order N-33-20 (3-19-20) ordering all individuals to stay at home or at their place of residence. Accordingly, it has been determined that all Board meetings of the Lake Elsinore and San Jacinto Watersheds Authority held pursuant to the Brown Act will be conducted virtually.

LESJWA BOARD OF DIRECTORS REGULAR MEETING THURSDAY, APRIL 16, 2020 – 4:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the April 16, 2020 meeting of the Lake Elsinore and San Jacinto Watersheds Authority by telephone* and virtually through the Zoom app as follows:

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone*:		
 https://sawpa.zoom.us/j/218528601 	• 1 (669) 900-6833		
Meeting ID: 218 528 601	Meeting ID: 218 528 601		

If you are unable to participate by telephone* or virtually, you may also submit your comments and questions in writing for the Board's consideration by sending them to publiccomment@sawpa.org with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Wednesday, April 15, 2020. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

*IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly

encouraged. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants. Participation in the meeting via the Zoom app is strongly encouraged; there is no way to protect your privacy if you elect to call in to the meeting.



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PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, ANY BOARD MEMBER MAY CALL INTO THE BOARD MEETING WITHOUT OTHERWISE COMPLYING WITH THE BROWN ACT'S TELECONFERENCING REQUIREMENTS.

VIRTUAL ACCESSIBILITY FOR THE GENERAL PUBLIC:

Due to the spread of COVID-19, and until further notice the Lake Elsinore and San Jacinto Watersheds Authority will be holding all upcoming Board meetings by teleconferencing and virtually through Zoom.

The meeting will be accessible as follows:

Meeting Access Via Computer (Zoom)*:	Meeting Access Via Telephone*:					
• https://sawpa.zoom.us/j/218528601	• 1 (669) 900-6833					
Meeting ID: 218 528 601	Meeting ID: 218 528 601					
*Participation in the meeting via the Zoom app (a free download) is strongly encouraged; there is no way to protect your privacy if you elect to call in by phone to the meeting						

All votes taken during this meeting will be conducted by oral roll call.

LESJWA BOARD OF DIRECTORS REGULAR MEETING THURSDAY, APRIL 16, 2020 – 4:00 P.M.

AGENDA

- 1. <u>CALL TO ORDER</u> (Phil Williams, 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. ITEMS TO BE ADDED OR DELETED

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of Lake Elsinore & San Jacinto Watersheds Authority subsequent to the posting of the agenda.

5. CONSENT CALENDAR

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

	В.	TREASURER'S REPORTS: JANUARY – FEBRUARY 202013
		Recommendation: Approve as posted.
	C.	EDUCATION AND OUTREACH COMMITTEE STATUS REPORT:
		QUARTERLY REPORT JANUARY – MARCH 202029
		Recommendation: Approve as posted.
	D.	TMDL TASK FORCE REPORT: MARCH 25, 2020
		Recommendation: Approve as posted.
6.	NEV	<u>V BUSINESS</u>
	A.	FUNDING AGREEMENT AMENDMENT WITH RCFC&WCD (LES#2020.9)45
		Presenter: Mark Norton
		Recommendation: Approve a Funding Agreement Amendment with RCFC&WCD for
		Support for the Implementation and Administration of Watershed Programs for Lake
		Elsinore and Canyon Lake through the end of FY 2022-2023.
	R.	LESJWA BUDGET FY 2020-21 (LES#2020.10)53
	υ.	Presenter: Mark Norton
		Recommendation: Approve the FY 2020-21 LESJWA budget and invoice each
		LESJWA member agency at the start of the new fiscal year based on contributions
		levels as reflected in the budget.
	C	LAIZE ELCINODE & CANVON LAIZE NUTDIENT TMDL COMBLIANCE
	C.	LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL COMPLIANCE MONITORING PROGRAM (LES#2020.11)
		Presenter: Mark Norton
		Recommendation: Approve the following:
		1. LESJWA General Services Agreement with Wood Environment & Infrastructure
		Solutions, Inc.
		2. Task Order No. WOOD160-03 with Wood Environment & Infrastructure Solutions,
		Inc. for an amount not-to-exceed \$241,455 for FY 2020-21 and \$233,675 per year
		for FY 2021-22 and FY 2022-23 for a three-year task order with an option to
		exercise a two year extension to oversee and implement the water quality TMDL
		monitoring for the Lake Elsinore and Canyon Lake.
	D.	REGULATORY AND FACILITATOR SUPPORT FOR LAKE ELSINORE AND
		CANYON LAKE TMDL TASK FORCE (LES#2020.12)93
		Presenter: Mark Norton
		Recommendation: Approve a new Agreement and Task Orders in order to secure
		continued support of Tess Dunham under the following:
		1. LESJWA General Services Agreement with Kahn, Soares & Conway, LLP.
		2. Task Order KSC160-01 with Kahn, Soares & Conway, LLP in the amount not-to-
		exceed \$78,389 for the remainder of FY 2019-20 and FY 2020-21, to provide
		strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task
		Force.

A.	2020 LESJWA WATER SUMMIT (LES#2020.13)	.109
	Presenter: Mark Norton	
	Recommendation: Receive and file status report about the LESJWA Water Summit	
	originally scheduled for April 29, 2020 but is now postponed.	
В.	LAKE ELSINORE ADVANCED PUMPED STORAGE PROJECT (LEAPS)	
	UPDATE (LES#2020.14)	.111
	Presenter: Mark Norton	
	Recommendation: Receive and file status report on Nevada Hydro Company's, Inc.	
	(Nevada Hydro) Lake Elsinore Advanced Pumped Storage (LEAPS) Project.	
C.	LAKE ELSINORE PROPOSITION 1 GRANT APPLICATION STATUS	
	(LES#2020.15)	.117
	Presenter: Mark Norton	
	Recommendation: Receive and file status report regarding the Physical Harvesting of	•
	Algal Biomass in Lake Elsinore, a pilot project seeking grant funding from SAWPA's	
	One Water One Watershed Proposition 1 IRWM Round 1 Grant program.	
	one water one watershear reposition rate with redund rating program.	
D.	LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL TASK FORCE	
		.119
	Presenter: Mark Norton	
	Recommendation: Receive and file status report regarding the Lake Elsinore and	
	Canyon Lake Nutrient TMDL Revision Report and the Lake Elsinore and Canyon Lake	,
	TMDL Task Force activities.	
T	ADMINISTD ATODS COMMENTS	

E. <u>ADMINISTRATOR'S COMMENTS</u>

F. <u>DIRECTORS' COMMENTS</u>

G. FUTURE AGENDA ITEMS REQUESTS

8. <u>CLOSED SESSION</u>

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

9. 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.

LEJWA Board of Directors Regular Meeting Agenda April 16, 2020 Page 4

I, Sara Villa, Board Secretary of the Lake Elsinore & San Jacinto Watersheds Authority declare that on Thursday, April 9, 2020, a copy of this agenda has been uploaded to the LESJWA website at www.mywatersheds.com and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, CA 92503.

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2020 – LESJWA Board of Directors Regular Meetings 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 20, 2020 April 16, 2020				
June 18, 2020 August 20, 2020				
October 15, 2020 December 17, 2020				

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY BOARD OF DIRECTORS MEETING

REGULAR MEETING MINUTES February 20, 2020

BOARD OF DIRECTORS PRESENT

Brenda Dennstedt, Chair, Santa Ana Watershed Project Authority Kasey Castillo, Secretary/Treasurer, City of Canyon Lake Kevin Jeffries, County of Riverside Robert Magee, City of Lake Elsinore

BOARD OF DIRECTORS ABSENT

Phil Williams, Vice Chair, Elsinore Valley Municipal Water District

OTHERS PRESENT

Nicole Dailey, City of Riverside Liselle DeGrave, DeGrave Communications Greg Khalen, The Khalen Group

LESJWA STAFF

Mark Norton, Karen Williams, 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, CA 92531.

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: OCTOBER 17, 2019

Recommendation: Approve as posted.

B. TREASURER'S REPORT: SEPTEMBER - DECEMBER 2019

Recommendation: Approve as posted.

C. <u>EDUCATION AND OUTREACH COMMITTEE STATUS REPORT: QUARTERLY</u> REPORT OCTOBER – DECEMBER 2019

Recommendation: Approve as posted.

D. TMDL TASK FORCE REPORT: SEPTEMBER 25, 2019 | OCTOBER 23, 2019 | NOVEMBER 12, 2019 | JANUARY 15, 2020

Recommendation: Approve as posted.

MOVED, approve the Consent Calendar.

Result: Adopted (Unanimously)

Motion/Second: Magee/Jeffries

Ayes: Castillo, Dennstedt, Jeffries, Magee

Nays: None

Abstentions: None Absent: Williams

5. NEW BUSINESS

A. ELECTION OF OFFICERS (LES#2020.1)

Mark Norton said in accordance with LESJWA's JPA, the Board is to conduct nominations of its officers every two years. Chair Dennstedt opened the floor for nominations and recommended Phil Williams as Chair. Director Jeffries nominated Kasey Castillo as Vice Chair, and Director Dennstedt nominated Robert Magee as Secretary/Treasurer for the LESJWA Board of Directors for a two-year term through December 31, 2021.

MOVED, to appoint Director Phil Williams/EVMWD as Chair.

Result: Adopted (Unanimously)

Motion/Second: Magee/Castillo

Ayes: Castillo, Dennstedt, Jeffries, Magee

Nays: None Abstentions: None Absent: Williams

MOVED, to appoint Director Kasey Castillo/City of Canyon Lake as Vice Chair.

Result: Adopted (Unanimously)

Motion/Second: Jeffries/Magee

Ayes: Castillo, Dennstedt, Jeffries, Magee

Nays: None Abstentions: None Absent: Williams

Director Castillo chaired the meeting at this point.

MOVED, to appoint Director Robert Magee/City of Lake Elsinore as Secretary/Treasurer.

Result: Adopted (Unanimously)

Motion/Second: Dennstedt/Jeffries

Ayes: Castillo, Dennstedt, Jeffries, Magee

Nays: None Abstentions: None Absent: Williams

B. <u>CANYON LAKE ALUM TREATMENT PROGRAM – AQUATECHNEX, LLC</u> (LES#2020.2)

Mark Norton requested that the Board of Directors authorize a Change Order and exercise the first of two (2) one-year Aquatechnex Agreement to oversee and implement the 2020 Canyon Lake Alum Treatment Program. Additionally, to grant the Authority Administrator authorization to execute the second of two (2) one-year Aquatechnex Agreement to oversee and implement the 2021 Canyon Lake Alum Treatment Program and apply alum twice a year for an amount not-to-exceed \$220,000 per year.

MOVED, approve the Change Order and exercise the first of two (2) one-year Aquatechnex Agreement to oversee and implement the 2020 Canyon Lake Alum Treatment Program.

Additionally, to grant the Authority Administrator authorization to execute the second of two (2) one-year Aquatechnex Agreement to oversee and implement the 2021 Canyon Lake Alum Treatment Program and apply alum twice a year for an amount not-to-exceed \$220,000 per year.

Result: Adopted (Unanimously)

Motion/Second: Jeffries/Dennstedt

Ayes: Castillo, Dennstedt, Jeffries, Magee

Nays: None
Abstentions: None
Absent: Williams

C. <u>PHASE 2 TMDL COMPLIANCE MONITORING PROGRAM – WOOD</u> ENVIRONMENT & INFRASTRUCTURE SOLUNTIONS, INC. (LES#2020.3)

Mark Norton requested that the Board of Directors approve Change Order No. 2 to Task Order No. WOOD160-02 for Wood Environment & Infrastructure for an amount not to exceed \$20,000. Consultant is to assist in preparing responses to comments from the scientific peer-review of the Draft Basin Plan Amendment to incorporate Revised Total Maximum Daily Loads (TMDL) for Nutrients in Lake Elsinore and Canyon Lake for the Lake Elsinore and Canyon Lake (LE/CL) TMDL Task Force through the ongoing FY2019-20 Phase 2 Nutrient TMDL Compliance Monitoring Program. All funding for this Change Order is approved and provided by the LE/CL TMDL FY2019-20 Budget for an amount not to exceed \$20,000.00.

MOVED, approve Change Order No. 2 to Task Order No. WOOD160-02 for Wood Environment & Infrastructure for an amount not to exceed \$20,000.00 for the Lake Elsinore and Canyon Lake Nutrient TMDL Phase 2 Compliance Monitoring Program.

Result: Adopted (Unanimously)

Motion/Second: Magee/ Dennstedt

Ayes: Castillo, Dennstedt, Jeffries, Magee

Nays: None Abstentions: None Absent: Williams

D. REPORT ON AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2019 (LES#2020.4)

Karen Williams recommended that the Board of Directors receive and file the FY2018-19 Report on Audit prepared by Teaman, Ramirez & Smith, Inc., and to direct staff to file Report on Audit with respective government agencies as required by law. Williams noted the financial statements presented herein contain no qualifications or reportable conditions. This indicates that LESJWA's financial reporting is compliant with applicable State and Federal laws and regulations. The Audit report was distributed to each of the member agency's financial staff for review and no comments were received.

MOVED, to receive and file the FY 2018-19 Report on Audit prepared by Teaman, Ramirez & Smith, Inc., and direct staff to file the Report on Audit with respective government agencies as required by law.

Result: Adopted (Unanimously)

Motion/Second: Dennstedt/Magee

Ayes: Castillo, Dennstedt, Jeffries, Magee

Nays: None Abstentions: None

Absent: Williams

6. <u>INFORMATIONAL REPORTS</u>

A. 2020 LESJWA WATER SUMMIT (LES#2020.5)

Mark Norton introduced Liselle DeGrave, representing DeGrave Communications and she provided a PowerPoint presentation titled *2020 LESJWA Water Summit*, hardcopies were provided to the Board of Directors. The LESJWA Water Summit is held every other year and this year marks the 20-year anniversary of LESJWA. Planning is underway and is scheduled for April 29, 2020 from 9:30 a.m. to 1:00 p.m. at the Community Hall at the Launch Pointe Recreation Destination and RV Park in Lake Elsinore. The LESJWA Chair will introduce the Summit and the great lineup of speakers will be on hand to reflect a good cross-section of the current and future activities of LESJWA and the Lake Elsinore and Canyon Lake TMDL Task Force. The summit is a sponsorship event of \$30 per person including a meal. The invite letter will be distributed to a list of Stakeholders including the Agenda for the event showing the speakers and topics recommended by the LESJWA Education and Outreach Committee. Director Magee noted that the venue is going to be exceptional and everyone will be happy to see what the city has done.

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

B. <u>LAKE ELSINORE ADVANCED PUMPED STORAGE PROJECT (LEAPS) UPDATE (LES#2020.6)</u>

Mark Norton introduced Greg Kahlen, representing The Khalen Group for Nevada Hydro and he provided a verbal status update on the Lake Elsinore Advanced Pumped Storage Project (LEAPS) project. Nevada Hydro has filed a license application with Federal Energy Regulatory Commission (FERC) for the LEAPS project. Scoping meetings with FERC are anticipated to be scheduled soon. Nevada Hydro will be meeting with Forest Service to go over some of the issues that have arisen. There is a tour to be held in Lake Hodges in Escondido on March 10. It's a pump storage project very similar to the LEAPS project. Mark Norton informed the LESJWA Board if there is any interest to attend to let him know. Transportation will be provided to and from the location leaving from Lake Elsinore. Director Magee questioned the removal of the Nevada Hydro's attorney. Mr. Kahlen noted that the attorney is pretty expensive, and they are currently on retainer.

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

C. <u>LAKE ELSINORE PROPOSITION 1 GRANT APPLICATION STATUS</u> (LES#2020.7)

Mark Norton provided the Board of Directors with a verbal status update on the Physical Harvesting of Algal Biomass in Lake Elsinore, a pilot project seeking grant funding from SAWPA's One Water One Watershed Proposition 1 IRWM Round 1 Grant program. The final grant application was submitted to Department of Water Resources (DWR) on November 1, 2019. On January 10, 2020, DWR sent an email to SAWPA requesting additional documentation for the application. The documentation was compiled and submitted to DWR on January 17, 2020. It is anticipated the announcement of award funding will be made by late February 2020 by DWR. Thereafter, a funding agreement between DWR and SAWPA will be developed along with subgrantee agreements.

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

D. <u>LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL TASK FORCE UPDATE</u> (LES#2020.8)

Mark Norton provided the Board of Directors with a verbal status report on the Lake Elsinore and Canyon Lake Nutrient (LE/CL) TMDL Revision Report and Task Force activities. Work continues by the Regional Board and the LE/CL Task Force consultants in responding to extensive peer review comments for the Draft Staff Report/TMDL Revision Technical Report for Lake Elsinore, Canyon Lake, and the San Jacinto Watershed. It is anticipated to submit the response to comments to the Regional Board by the end of the month. With the forthcoming 10-year deadline for TMDLs approaching, December 31, 2020, the Regional Board requested that the Task Force conduct analysis to determine if the TMDL parties follow the 10-year rolling average values. The Fishery Management Plant Survey, preliminary reports show that there is not excessive population of carp so there is no need for the carp removal project. A report on the fish analysis survey is expected by June 2020.

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

E. ADMINISTRATOR'S COMMENTS

None at this time.

F. DIRECTORS' COMMENTS

Director Magee noted that on Saturday, February 22, 2020, Lake Elsinore is preparing for a big spring by releasing 4,000 pounds of catfish. They are anticipating using the results of the fish survey to future expand their menu of types of fish to stock.

G. FUTURE AGENDA ITEMS REQUESTS

None at this time.

7. CLOSED SESSION

There was no Closed Session.

8. ADJOURNMENT

There being no further business for review, Vice Chair Castillo adjourned the meeting at 4:33 p.m.

Approved at a Regular Meeting of the Lake Elsinore & San Jacinto Watersheds Authority Board of Directors Meeting on Thursday, April 16, 2020.

Phil Williams, Chair	
Attest:	
Sara Villa. Clerk of the Board	_

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

January 2020

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY CASH FLOW STATEMENT AS OF 01/31/2020

Balance as of 12/31/19			\$ 703,943.32
Funds Received Deposits: LAIF Interest			\$ 2,371.51
Open - Grant Invoices			
Open - Member & Other Contributions CA Department of Fish & Game WRCAG CR&R CR&R Total Due LESJWA	\$ \$ \$	26,751.00 52,967.00 23,496.00 60,050.00 163,264.00	
Disbursement List - January 2020			\$ (53,382.44)
Funds Available as of 01/31/2020			\$ 652,932.39
Funds Available:			

Checking

LAIF

Total

51,936.40

600,995.99

652,932.39

\$

Lake Elsinore San Jacinto Watersheds Authority LE/CL TMDL Invoice History FYE 2011 - 2020 as of January 31, 2020

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	FY 2019-20
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	32,863.00
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	34,286.00
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	28,251.00
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	33,754.00
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	41,830.00
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	33,361.00
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	86,846.00
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	80,826.00
City of Murrieta	650.00	-	12,426.00	24,280.00	26,866.00	38,321.00	31,337.00	22,796.00	30,774.00
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	50,792.00
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	26,751.00
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	26,751.00
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	31,578.00
County of Riverside	32,919.00	-	30,165.00	36,469.00	30,362.00	68,931.00	69,034.00	76,601.00	81,634.00
CR&R	-	-	-	-	-	-	-	60,050.00	23,496.00
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	26,751.00
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	23,496.00
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	24,934.00
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	31,006.00
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	37,999.65	52,967.00
San Jacinto Dairy & CAFO Operators	10,000.00	10,211.00	12,500.00	16,225.00	-	-	-	2,700.00	2,850.00
Total	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	844,421.65	805,797.00
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	702,583.00
Total Outstanding Contributions	-	-	-	-	-	-	-	78,046.00	103,214.00
Total Outstanding Contributions									
CR&R								60,050.00	22 406 00
Dept of Fish and Game	-	-	-	-	-	-	-	00,030.00	23,496.00 26,751.00
Nevada Hydro								17,996.00	20,731.00
San Jacinto Dairy & CAFO Operators	-	-	-	-	-	-	-	17,330.00	- 52,967.00
Total Outstanding All Years								78,046.00	103,214.00
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Lake Elsinore/San Jacinto Watershed Authority Statement of Net Assets For the Seven Months Ending Friday, January 31, 2020

Assets

Checking - US Bank	\$51,936.40
L.A.I.F.	600,995.99
Accounts Receivable	163,264.00
Total Assets	\$816,196.39
Liabilities	
A	77 400 54
Accounts Payable	77,106.54
Total Liabilities	\$77,106.54
Datain ad Famin na	244 700 00
Retained Earnings	344,798.99
Excess Revenue over (under) Expenditures	\$394,290.86
Total Net Assets	\$739,089.85
Total I for SEC. and Allet Access	#040.400.00
Total Liabilities and Net Assets	\$816,196.39

Lake Elsinore/San Jacinto Watershed Authority Revenues, Expenses and Changes in Net Assets For the Seven Months Ending Friday, January 31, 2020

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
LAIF Interest Member Agency Contributions Other Agency Contributions Total Revenues	\$2,371.51	\$4,504.41	\$5,500.00	81.90%	\$995.59
	0.00	263,683.00	270,415.00	97.51%	6,732.00
	0.00	652,114.00	686,082.00	95.05%	33,968.00
	\$2,371.51	\$920,301.41	\$961,997.00	95.67%	\$41,695.59
Expenses					
Salaries - Regular	5,482.43	31,929.66	60,115.00	53.11%	28,185.34
Payroll Burden	2,499.99	14,559.94	27,412.00	53.12%	12,852.06
Overhead	8,251.05	48,054.14	90,473.00	53.11%	42,418.86
Audit Fees Consulting - General Other Contract Services	0.00	0.00	5,000.00	0.00%	5,000.00
	28,795.95	428,138.59	503,780.00	84.99%	75,641.41
	0.00	0.00	90,257.00	0.00%	90,257.00
LEAMS Offset Credit License	0.00	0.00	170,460.00	0.00%	170,460.00
Legal Fees	0.00	568.75	2,500.00	22.75%	1,931.25
Meeting & Conference Expense	0.00	96.22	100.00	96.22%	3.78
Shipping & Postage Office Supplies	0.00	0.00	50.00	0.00%	50.00
	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	2,504.00	2,553.00	98.08%	49.00
Interest Expense	53.23	159.25	91.00	175.00%	(68.25)
Total Expenditures	\$45,082.65	\$526,010.55	\$952,910.00	55.20%	\$426,899.45
Excess Revenue over (under) Expenditures	(\$42,711.14)	\$394,290.86	\$9,087.00	4339.07%	(\$385,203.86)

Lake Elsinore San Jacinto Watersheds Authority Revenues, Expenses and Changes in Net Assets by Project For the Month Ending January 31, 2020

	JPA Administration	TMDL Task Force	Total	Budget	% Used	Budget Variance
Revenues						
State Grant Proceeds	\$ -	\$ -	\$ -	\$ -	100.00%	\$ -
LAIF Interest	4,504.41	-	4,504.41	5,500.00	81.90%	995.59
Member Agency Contributions	110,000.00	153,683.00	263,683.00	270,415.00	97.51%	6,732.00
Other Agency Contributions	-	652,114.00	652,114.00	686,082.00	95.05%	33,968.00
Miscellaneous Revenue	 -	-	-	-	100.00%	-
Total Revenues	\$ 114,504.41	\$ 805,797.00	\$ 920,301.41	\$ 961,997.00	95.67%	\$ 41,695.59
Expenditures						
Salaries	\$ 14,913.26	\$ 17,016.40	\$ 31,929.66	\$ 60,115.00	53.11%	\$ 28,185.34
Benefits	6,800.45	7,759.49	14,559.94	27,412.00	53.12%	12,852.06
Indirect Costs	22,444.46	25,609.68	48,054.14	90,473.00	53.11%	42,418.86
Audit Fees	-	-	-	5,000.00	0.00%	5,000.00
Consulting	13,973.28	414,165.31	428,138.59	503,780.00	84.99%	75,641.41
Other Contract Services	-	-	-	90,257.00	0.00%	90,257.00
Legal Fees	568.75	-	568.75	2,500.00	0.00%	1,931.25
Meeting & Conference Expense	29.00	67.22	96.22	100.00	96.22%	3.78
Shipping & Postage	-	-	-	50.00	0.00%	50.00
Other Expense	-	-	-	59.00	0.00%	59.00
LEAMS Excess Offset Credit	-	-	-	170,460.00	0.00%	170,460.00
Insurance Expense	2,504.00	-	2,504.00	2,553.00	98.08%	49.00
Office Supplies	-			60.00	0.00%	60.00
Interest Expense	159.25	-	159.25	91.00	175.00%	(68.25)
Total Expenditures	\$ 61,392.45	\$ 464,618.10	\$ 526,010.55	\$ 952,910.00	55.20%	\$ 426,899.45
Excess Revenue over (under) Expenditures	\$ 53,111.96	\$ 341,178.90	\$ 394,290.86	\$ 9,087.00	100.00%	\$ (385,203.86)
Cash Balance @ 01/31/2020	\$ 132,846.46	\$ 520,085.93	\$ 652,932.39			

Lake Elsinore San Jacinto Watershed Authority Disbursements January 2020

Check #	Check Date	Type	Vendor	Ch	neck Amount
1101	1/9/2020	СНК	Somach Simmons and Dunn	\$	3,287.30
EFT271	1/9/2020	CHK	Santa Ana Watershed Project Authority	\$	4,913.61
EFT272	1/9/2020	CHK	CDM Smith Inc	\$	1,909.63
EFT273	1/9/2020	CHK	Wood Environment & Infrastructure	\$	37,303.71
EFT274	1/23/2020	CHK	Risk Sciences	\$	5,355.70
EFT275	1/23/2020	CHK	DeGrave Communications	\$	612.49
			Total Disbursements January 2020	\$	53,382.44

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

February 2020

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY CASH FLOW STATEMENT AS OF 02/29/2020

Balance as of 01/31/20 \$ 652,932.39

Funds Received Deposits:

Open - Grant Invoices

CA Department of Fish & Game	\$ 26,751.00
WRCAG	\$ 52,967.00
CR&R	\$ 23,496.00
CR&R	\$ 60,050.00
Total Due LESJWA	\$ 163,264.00

Disbursement List - February 2020	\$ (58,758.54)
Funds Available as of 02/29/2020	\$ 594,173.85
Funds Available:	
Checking	\$ 93,177.86
LAIF	\$ 500,995.99
Total	\$ 594,173.85

Lake Elsinore San Jacinto Watersheds Authority LE/CL TMDL Invoice History FYE 2011 - 2020 as of February 29, 2020

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	FY 2019-20
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	32,863.00
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	34,286.00
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	28,251.00
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	33,754.00
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	41,830.00
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	33,361.00
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	86,846.00
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	80,826.00
City of Murrieta	650.00	-	12,426.00	24,280.00	26,866.00	38,321.00	31,337.00	22,796.00	30,774.00
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	50,792.00
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	26,751.00
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	26,751.00
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	31,578.00
County of Riverside	32,919.00	-	30,165.00	36,469.00	30,362.00	68,931.00	69,034.00	76,601.00	81,634.00
CR&R	-	-	-	-	-	-	-	60,050.00	23,496.00
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	26,751.00
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	23,496.00
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	24,934.00
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	31,006.00
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	37,999.65	52,967.00
San Jacinto Dairy & CAFO Operators	10,000.00	10,211.00	12,500.00	16,225.00	-	-	-	2,700.00	2,850.00
Total	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	844,421.65	805,797.00
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	702,583.00
Total Outstanding Contributions	-	-	-	-	-	-	-	78,046.00	103,214.00
Total Outstanding Contributions									
CR&R								60,050.00	22 406 00
Dept of Fish and Game	-	-	-	-	-	-	-	00,030.00	23,496.00 26,751.00
Nevada Hydro								17,996.00	20,731.00
San Jacinto Dairy & CAFO Operators	-	-	-	-	-	-	-	17,550.00	- 52,967.00
Total Outstanding All Years								78,046.00	103,214.00
i otai outstailullig All Teals		=				=	-	70,040.00	103,214.00

Lake Elsinore/San Jacinto Watershed Authority Statement of Net Assets For the Eight Months Ending Saturday, February 29, 2020

Assets

Checking - US Bank	\$93,177.86
L.A.I.F.	500,995.99
Accounts Receivable	163,264.00
Total Assets	\$757,437.85
Liabilities	
Accounts Payable	91,696.31
Total Liabilities	\$91,696.31
Retained Earnings	344,798.99
Evenes Bayonus aver (under) Eveneditures	\$220 042 FF
Excess Revenue over (under) Expenditures	\$320,942.55
Total Net Assets	\$665,741.54
Total Liabilities and Net Assets	\$757,437.85

Lake Elsinore/San Jacinto Watershed Authority Revenues, Expenses and Changes in Net Assets For the Eight Months Ending Saturday, February 29, 2020

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
LAIF Interest Member Agency Contributions Other Agency Contributions Total Revenues	\$0.00 0.00 0.00 \$0.00	\$4,504.41 263,683.00 652,114.00 \$920,301.41	\$5,500.00 270,415.00 686,082.00 \$961,997.00	81.90% 97.51% 95.05% 95.67 %	\$995.59 6,732.00 33,968.00 \$41,695.59
Expenses					
Salaries - Regular Payroll Burden Overhead Audit Fees Consulting - General Other Contract Services LEAMS Offset Credit License Legal Fees Meeting & Conference Expense Shipping & Postage	4,914.77 2,241.14 7,396.73 5,000.00 53,664.42 0.00 0.00 131.25 0.00 0.00	36,844.43 16,801.08 55,450.87 5,000.00 481,803.01 0.00 0.00 700.00 96.22 0.00	60,115.00 27,412.00 90,473.00 5,000.00 503,780.00 90,257.00 170,460.00 2,500.00 100.00 50.00	61.29% 61.29% 61.29% 100.00% 95.64% 0.00% 28.00% 96.22% 0.00%	23,270.57 10,610.92 35,022.13 0.00 21,976.99 90,257.00 170,460.00 1,800.00 3.78 50.00
Office Supplies Other Expense Insurance Expense	0.00 0.00 0.00	0.00 0.00 2,504.00	60.00 59.00 2,553.00	0.00% 0.00% 98.08%	60.00 59.00 49.00
Interest Expense Total Expenditures	0.00 \$73,348.31	159.25 \$599,358.86	91.00 \$952,910.00	175.00% 62.90%	(68.25) \$353,551.14
Excess Revenue over (under) Expenditures	(\$73,348.31)	\$320,942.55	\$9,087.00	3531.89%	(\$311,855.55)

Lake Elsinore San Jacinto Watersheds Authority Revenues, Expenses and Changes in Net Assets by Project For the Month Ending February 29, 2020

	JPA Administration	TMDL Task Force	Total	Budget	% Used	Budget Variance
Revenues				<u> </u>		
State Grant Proceeds	\$ -	\$ -	\$ -	\$ -	100.00%	\$ -
LAIF Interest	4,504.41	-	4,504.41	5,500.00	81.90%	995.59
Member Agency Contributions	110,000.00	153,683.00	263,683.00	270,415.00	97.51%	6,732.00
Other Agency Contributions	-	652,114.00	652,114.00	686,082.00	95.05%	33,968.00
Miscellaneous Revenue	 -	-	-	-	100.00%	-
Total Revenues	\$ 114,504.41	\$ 805,797.00	\$ 920,301.41	\$ 961,997.00	95.67%	\$ 41,695.59
Expenditures						
Salaries	\$ 17,523.82	\$ 19,320.61	\$ 36,844.43	\$ 60,115.00	61.29%	\$ 23,270.57
Benefits	7,990.87	8,810.21	16,801.08	27,412.00	61.29%	10,610.92
Indirect Costs	26,373.35	29,077.52	55,450.87	90,473.00	61.29%	35,022.13
Audit Fees	5,000.00	-	5,000.00	5,000.00	100.00%	-
Consulting	16,310.64	465,492.37	481,803.01	503,780.00	95.64%	21,976.99
Other Contract Services	-	-	-	90,257.00	0.00%	90,257.00
Legal Fees	700.00	-	700.00	2,500.00	0.00%	1,800.00
Meeting & Conference Expense	29.00	67.22	96.22	100.00	96.22%	3.78
Shipping & Postage	-	-	-	50.00	0.00%	50.00
Other Expense	-	-	-	59.00	0.00%	59.00
LEAMS Excess Offset Credit	-	-	-	170,460.00	0.00%	170,460.00
Insurance Expense	2,504.00	-	2,504.00	2,553.00	98.08%	49.00
Office Supplies	-			60.00	0.00%	60.00
Interest Expense	 159.25	-	159.25	91.00	175.00%	(68.25)
Total Expenditures	\$ 76,590.93	\$ 522,767.93	\$ 599,358.86	\$ 952,910.00	62.90%	\$ 353,551.14
Excess Revenue over (under) Expenditures	\$ 37,913.48	\$ 283,029.07	\$ 320,942.55	\$ 9,087.00	100.00%	\$ (311,855.55)
Cash Balance @ 02/29/2020	\$ 117,148.12	\$ 477,025.73	\$ 594,173.85			

Lake Elsinore San Jacinto Watershed Authority Disbursements February 2020

Check #	Check Date	Туре	Vendor	Check Amount
1102	2/6/2020	CHK	Teaman, Ramirez and Smith	\$5,000.00
EFT276	2/6/2020	CHK	Wood Environment & Infrastructure	\$32,023.89
EFT277	2/13/2020	CHK	Santa Ana Watershed Project Authority	\$16,286.70
EFT278	2/28/2020	CHK	Risk Sciences	\$2,779.21
EFT279	2/28/2020	CHK	DeGrave Communications	\$2,668.74
			Total Disbursements February 2020	\$ 58,758.54

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SOCIAL MEDIA SERVICES

Santa Ana Watershed Project Authority

Quarterly Activity Report January - March 2020

DEGRAVE
COMMUNICATIONS, INC.
PUBLIC RELATIONS

SUBMITTED BY:

LISELLE REGUEIRO DEGRAVE, APR

President

March 31, 2020

DEGRAVE COMMUNICATIONS, INC.

40575 CAL OAKS ROAD, D2-137 - MURRIETA, CA 92562

From January – March 2020, DeGrave Communications conducted communication support for the Santa Ana Watershed Project Authority (SAWPA), in accordance to the social media services contract set forth in the original proposal. The following includes a summary of all outreach efforts conducted on SAWPA's behalf.

1. WEEKLY SOCIAL MEDIA PLANNING

DeGrave Communications has created weekly social media calendars, to include posts found through content curation and reposting of content from the existing blog. As blog articles continue to be posted, an increase in sharing these posts via social media planning will continue. From January – March 2020, over 65 messages have been calendared and posted. Additional relevant posts are made, shared and retweeted regularly.

VEEK OF 3/16/20	DATE	IMAGE	SCHEDULED	CONTENT
FACEBOOK	03/16/20	FIX A LEAK Resulted leads car waste marry Troiling gations of mater annually action indeed TAP WATER		It's Fix a Leak Week! Are you ready to chase down leaks? Household leaks can waste nearly 1 trillion gallons of water annually nationwide, so each year we hunt down the drips during Fix a Leak Week. Learn more at https://www.epa.gov/watersense/fix-leak-week#fixaleak#leaks#savewater
FACEBOOK	03/17/20	Happy St. Patrick's Day!		Happy St. Patrick's Day from Your SoCal Tap Water! #gogreen #stpatricksday
FACEBOOK	03/18/20	TAP WATER		Did you know you can use tap water to make delicious french press coffee? Get the recipe at https://yoursocaltapwater.org/2020/01/29/warm-up-with-tapwater/#TapWater#ChooseTapWater
FACEBOOK	03/19/20	के रिवेश		Thirsty Thursday! It may be cooler outside, but drinking water is just as important during winter months as it is during the summer. Stay healthy and hydrated. Learn more at https://yoursocaltapwater.org/2020/01/29/warm-up-with-tapwater/#TapWater#WarmDrinks #Hydrate
FACEBOOK	03/20/20			It's Fix a Leak Week! Fixing easily corrected household water leaks can save homeowners about 10 percent on their water bills. Learn more at https://www.epa.gov/watersense/fix-leak-week #fixaleak #leaks #savewater



2. BLOG ARTICLES

Over the past three months, DeGrave Communications has written three blog posts for YourSoCalTapWater.org. Posts for the quarter include:

- Warm up with Tap Water January 2020
- Improving Water Quality in the Middle Santa Ana River Watershed February 2020
- The Santa Ana River and its Historic Bridge March 2020

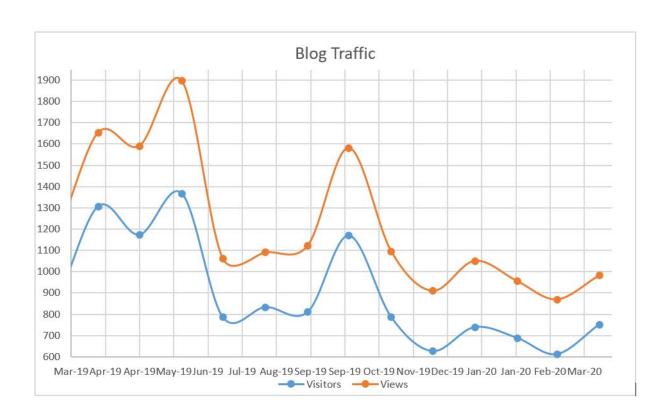


BLOG HIGHLIGHTS 2020 total – 2,052 visitors, 982 views

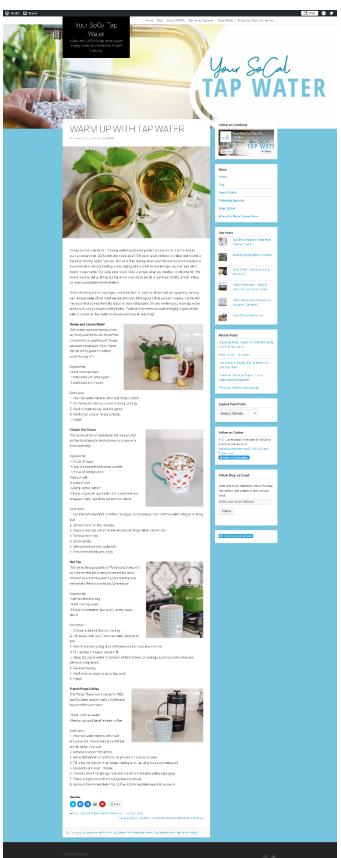
Can Drinking More Water Help Prevent the Flu article was the leading post with a recent surge in March. The post accounted for over 16% of views. About SAWPA had the next most traffic with 267 views. Following those two, Hard Water: Unsafe or Just a Nuisance? had 231 views and Is Tap Water Safe? had 143.

In 2017, 70 visitors per month were coming from Facebook. 2018 has had an average of 376 views from Facebook per month, 2019 has an average of 116.

This quarter had an average of 44 views per month from Facebook, eight from Twitter and 550 from internet searches.



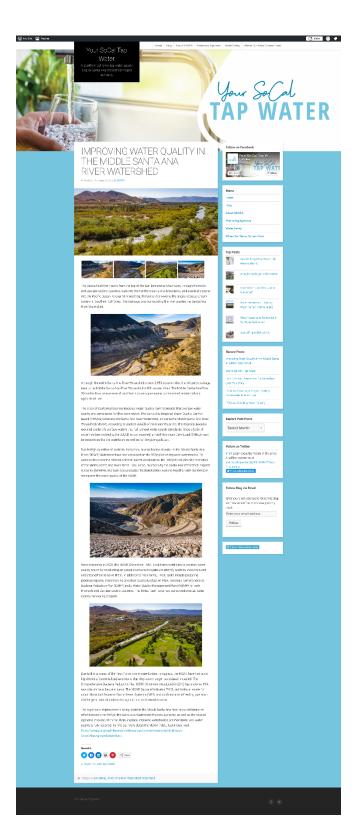




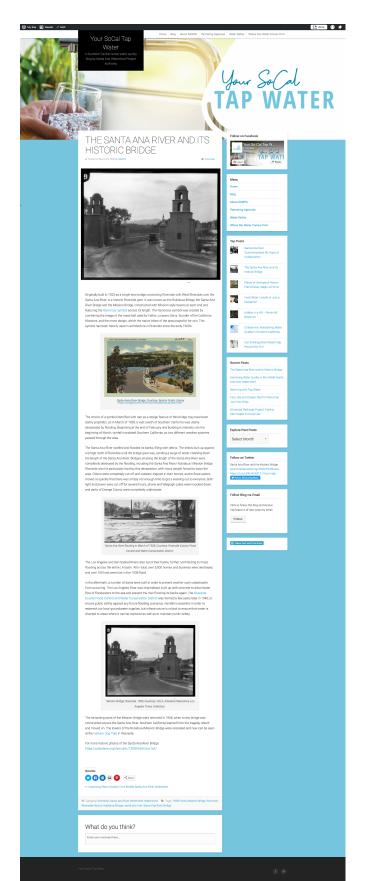
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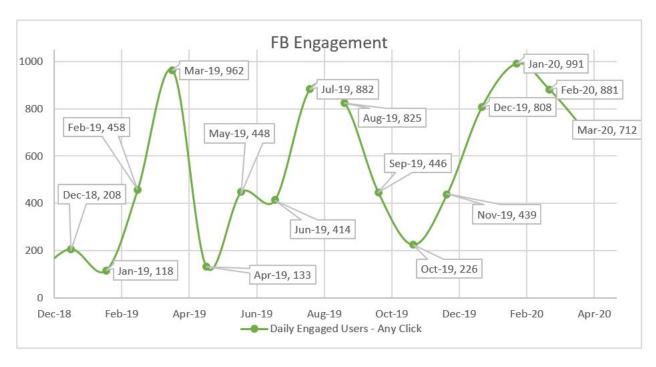
3. FACEBOOK: @YourSoCalTapWater

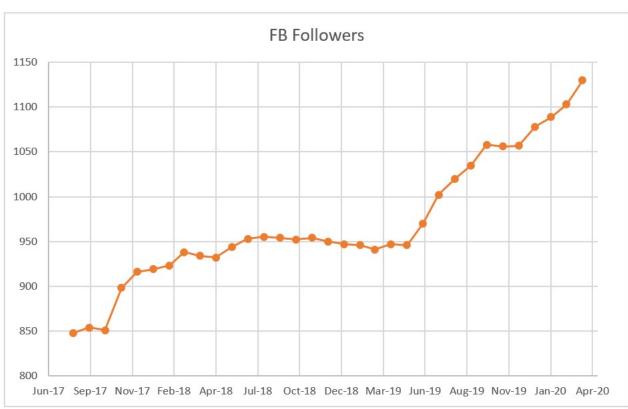
Facebook posts continue to link viewers to the blog. January 2020 had the most engagement since March 2019.

Facebook "FOLLOWERS" Comparison

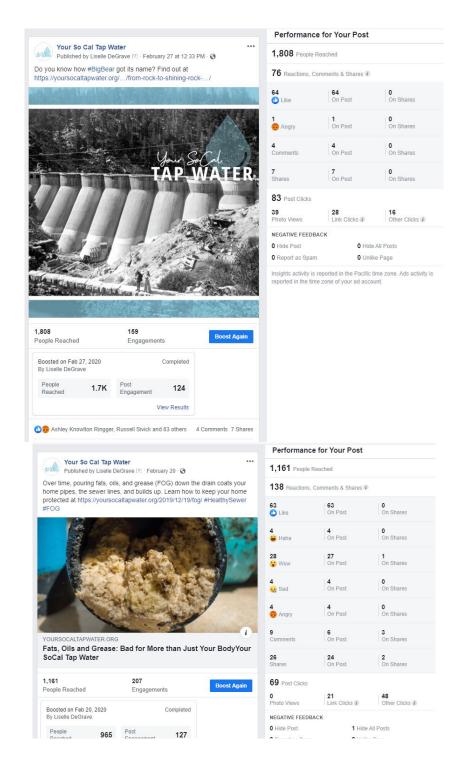
SoCalTapWater (2012):	1,130 followers
EMWD (2009):	1,520 followers
IEUA (2013):	660 followers
OCWD (2009):	1,282 followers
SBVMWD (2019)	232 followers
WMWD (2010):	1,316 followers







Post Highlights



DEGRAVE
COMMUNICATIONS, INC.
PUBLIC RELATIONS

4. Twitter: @SoCalTapWater

Traffic from Twitter to the blog is yielding 2 visits per week. Traffic to the blog is 1% from Twitter. Twitter page averaged 8,080 impressions for the quarter, down from last year which was about 13,000 for the year. Followers are at an all-time high of 1,165, which averages a trend of approximately 4 new followers per month. This is a 4% increase since the previous year.

Twitter "FOLLOWERS" Comparison

1,165 followers
2,920 followers
786 followers
5,274 followers
4,534 followers
184 followers

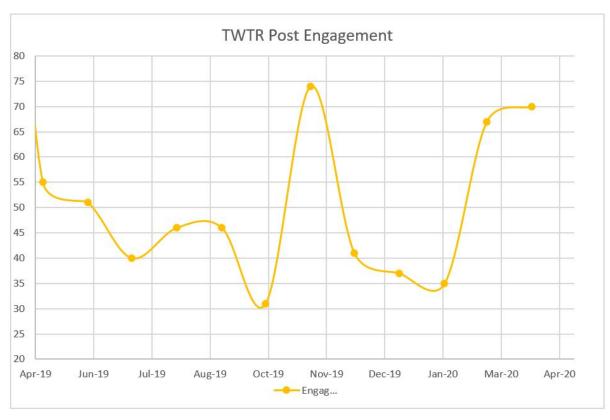


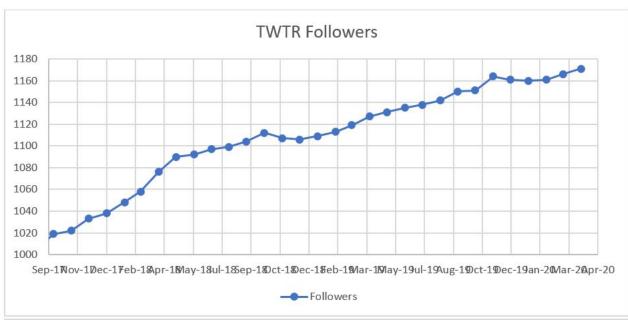
SoCal Tap Water @SoCalTapWater

The Santa Ana Watershed Project Authority (SAWPA) Basin Monitoring Program Task Force works to share resources and monitor surface and groundwater quality in the Santa Ana River Watershed. Learn more at

https://yoursocaltapwater.org/2019/08/31/sawpas-basin-monitoring program-task-force-celebrates-15-years-of-success/ ... **#SAWPA #WaterShed** pic.twitter.com/cGvnvqWALr

DEGRAVE
COMMUNICATIONS, INC.
PUBLIC RELATIONS





LAKE ELSINORE/CANYON LAKE TMDL TASK FORCE MEETING NOTES

March 25, 2020

PARTICIPANTS

VIA-CONFERENCE CALL

Garth Engelhorn Steven Wolosoff

Kris Hanson

Dan Cortese Nicole Dailey

Rae Beimer Cynthia Gabaldon Cynthia Gabaldon

Maria Arreguin

Mike Roberts Lynn Merrill

Rachael Johnson Richard Meyerhoff

Tess Dunham

Loren Sotelo

Ankita Vyas Barbara Barry

Sue Ann Neal

Lauma Willis Tim Moore

Alonzo Barrera Richard Boon

Rebekah Guill Abigail Suter

Amy McNeill Greg Kahlen

Chris Stransky John Rudolph

Pat Boldt

Mark Norton Rick Whetsel

T. Milford Harrison

<u>REPRESENTATIVE</u>

Alta Environmental

CDM Smith

City of Canyon Lake/Wildomar

City of Hemet

City of Lake Elsinore City of Moreno Valley

City of Menifee

City of Perris

City of Perris City of Riverside

City of San Jacinto Farm Bureau

GEI Consultants

Kahn, Soares & Conway, LLP

March JPA

Michael Baker/Caltrans

Regional Water Quality Control Board Regional Water Quality Control Board Regional Water Quality Control Board

Risk Sciences

Riverside County Executive Office

Riverside County Flood Control & WCD Riverside County Flood Control & WCD Riverside County Flood Control & WCD Riverside County Flood Control & WCD

The Kahlen Group Wood Environmental Wood Environmental

WRCAC

Santa Ana Watershed Project Authority Santa Ana Watershed Project Authority Santa Ana Watershed Project Authority

Call to Order & Introductions

The Lake Elsinore/Canyon Lake TMDL Task Force meeting was called to order at 1:32 p.m. by Mark Norton with all participants participating remotely, due to COVID-19 related social distancing restrictions.

Meeting Notes

Approval of the Meeting Notes from the January 15, 2020 Task Force meeting were deemed acceptable.

Addition to the agenda:

Mark Norton informed the Task Force that Tess Dunham has taken a new position at the law firm Kahn, Soares & Conway, LLP. Tess confirmed to the Task Force that there are no conflicts of interest with this move and that her rates and task force budget through the end of her current agreement with LESJWA would not change.

Following discussion, Mark requested a recommendation from stakeholders for the LESJWA Board to approve a new agreement for Tess Dunham to continue to serve the Task Force through her role at Kahn, Soares & Conway, LLP. A motion was put forward by Lynn Merrill/representing the City of San Jacinto and seconded by Cynthia Gabaldon/representing the City of Perris. The motion was approved unanimously by the Task Force.

Status of BPA to Revise the TMDL (Regional Board)

Schedule for Adoption Hearing (Regional Board)

Barbara Berry /Regional Board informed stakeholders that no formal date for an Adoption Hearing has been set. Regional Board is still planning for an Adoption Hearing this summer (2020). She noted that this may be delayed due to reshuffling of Regional Board agenda items due to the COVID-19 issue.

Lauma Willis /Regional Board also noted the current restriction on hiring by the Regional Board may contribute to delays with this process.

Status of "offsets" Language in Draft Resolution

Barbara Berry /Regional Board informed stakeholders that staff is fully supportive of continuing the LE&CL TMDL nutrient offset programs. Regional Board has not yet drafted language regarding the off-set credits for the LE&CL TMDLs and added that the Regional Board would likely alter language provided by Tim Moore.

Tess Dunham requested the Task Force have an opportunity to review the draft offsets language prepared by Regional Board staff prior to its formal public release. Regional Board staff agreed.

There is currently no schedule for the Regional Board to provide the Task Force with the revised draft langauge.

Response to Peer Review Comments

Barbara Berry /Regional Board informed stakeholders that staff has only taken a preliminary look at the consultant team's responses to the Regional Board peer review comments. She noted, this is very much what the Regional Board wanted. The format in which the responses were provided to the Regional Board for their consideration is helpful and upon preliminary review, it appeared to Regional Board staff that the draft responses are thoughtful and meticulous in responding to the Peer Reviewer comments.

As Barbara moves forward in reviewing the responses, she may request follow-up with the consultant team members with additional questions, clarifications or needs assistance with some of the comments assigned directly to Regional Board staff.

Chris Stransky noted that additional information is available including graphs and figures.

Lynn Merrill/ representing the City of San Jacinto requested the consultant team to include a break between the responses to different peer reviewers.

Action Item: LE&CL TMDL Water Quality Monitoring Program Task Order for Wood Environmental (LESJWA Staff)

Rick Whetsel /SAWPA provided an update to the Task Force regarding the request for proposals issued in January for Lake Elsinore Canyon Lake Nutrient TMDL Compliance & LEAMS Monitoring.

He informed the Task Force that only one proposal was received from the solicitation from Wood Environment & Infrastructure Solutions Inc. and feedback from stakeholders via email was positive. He then presented the item to stakeholders for further discussion.

A question was raised regarding the cost associated with the requirement for the report deliverables to be ADA compliant. Chris Stransky /Wood Environmental responded that there was no cost added because Wood did not believe it necessary to call out a separate cost to address ADA compliance. It is believed that these costs will not be significant and are incorporated into the reporting task (Task 6).

A question was raised regarding available contingency for additional monitoring, such as monitoring of Mystic Lake. The consultants informed the Task Force that the scope of work includes additional budget contingency to monitor up to five watershed storm events, whereas only three are required by the TMDL.

It was suggested that the consultant plan to address the ADA requirements from the beginning of the process to prepare the annual report, rather than trying to work in these requirements to the completed final report.

Following discussion, a motion was put forward by Lynn Merrill/representing the City of San Jacinto and seconded by Nicole Dailey/ City of Lake Elsinore to approve a new three-year agreement, with an option to exercise a two year extension with Wood Environmental and Infrastructure to continue to oversee and implement the TMDL water quality monitoring for the Lake Elsinore and Canyon Lake. The motion was approved unanimously by the Task Force.

Status: Spring 2020 Canyon Lake Alum Application (LESJWA Staff)

Rick Whetsel /SAWPA informed the Task Force of the decision made at the January 15th Task Force meeting to hold off on proceeding with a spring 2020 alum application until the February Canyon Lake monitoring results are available from Wood Environmental.

In early March, a review of the data by the Task Force consultants resulted in a recommendation by the Task Force consultants to proceed with the spring 2020 alum application. This recommendation was sent out via email for approval by stakeholders on March 3rd.

Rick went on to explain that due to the significant rainfall forecasted in March, the alum application was rescheduled for the week of April 13th, and as that date follows this meeting, we have the opportunity today to reopen the item to answer any additional questions.

The consultant team followed by providing the Task Force additional details to support their recommendation for proceeding with the spring 2020 Canyon Lake alum application. Steve Wolosoff /CDM Smith explained that one factor was that the February data showed TP concentrations to be greater than 0.1mg/l, which is the typical trigger for proceeding with an alum application. Additionally, with the amount of rainfall that we have received this spring, it is expected that a significant amount of TP was added to Canyon lake, which suggests the likelihood for a significant spring algal bloom. A large algal bloom in the spring 2020 would negatively impact the results of the effort of the Task Force to demonstrate compliance to Regional Board in this final year of the 2004 TMDL cycle. Tess Dunham / Kahn, Soares & Conway, LLP added that based upon some calculations that the consulting team has been working through with respect to compliance with the 2004 TMDL wasteload allocations and offset credits that a spring 2020 alum application is in order to ensure compliance with the wasteload allocations that we will need to show at the end of 2020.

A question was raised if the COVID-19 issue would impact the alum application. Rick Whetsel informed the Task Force that Aquatechnex has assured LESJWA staff that they will take all necessary precautions and that no negative issues are expected, due to the small number of staff involved on the project.

It was then requested that Rick explain where the funding would come from for the alum application. The cost estimated for this spring alum application, based upon a full Canyon Lake is about \$100,000. The Task Force alum reserve currently estimated at \$125,000 is sufficient to cover the costs of a spring alum application. This contingency is from funds contributed specifically for the alum project and by stakeholders participating in the alum project. These funds will be drawn down proportional to the current Canyon Lake alum application cost allocation model.

Following discussion, a motion was put forward by Pat Boldt representing WRCAC of Lake Elsinore to approve a new three-year agreement, with an option to proceed with a spring 2020 Canyon Lake alum application. The motion was approved unanimously by the Task Force.

Mark Norton then introduced a request by Rebekah Guill /RCFC&WCD staff to discuss some observations made during regular LE/CL TMDL watershed storm event monitoring at a TMDL compliance site downstream of Canyon Lake by Garth Engelhorn /Alta Environmental regarding a new flow hydrograph pattern coming from Canyon Lake Railroad Canyon Dam. Nicole Dailey/City of Lake Elsinore was aware that EVMWD is doing some testing of the dam involving regular releases from the control structure (newly replaced valves) located at the bottom of the dam. There was an interest from the consultant whether this would have any impact on the water quality discharging from Canyon Lake and into Lake Elsinore. Obtaining information regarding the releases from EVMWD would be usefor for the TMDL annual report.

Nicole Dailey /City of Lake Elsinore offered to reach out to EVMWD to facilitate a conversation between EVMWD staff and our consultants overseeing and implementing the TMDL compliance monitoring program.

Task Force Administration (LESJWA Staff)

Draft FY 2020-21 Budget

Rick Whetsel /SAWPA presented for discussion a revised FY 2020-21 budget to the Task Force.

Following discussion by stakeholders, the following revisions were recommended to be incorporated into the draft FY 2020-21 budget:

- o Change the name of Tess Dunham's firm
- o Doubling the alum offset credits to participating stakeholders in order to provide a contingency fund in case an alum application is required in the spring of 2021.

A revised budget incorporating the above will be distributed to the Task Force following today's meeting for approval via email. The deadline for voting on this draft budget is 4:00 pm, Tuesday April 7th. It will be assumed that Task Force members are in support of approving the budget if no response is received to this request for approval of the Draft FY 2020-21 budget.

Other Business

Nicole Dailey/ City of Lake Elsinore informed stakeholders that Lake Elsinore is currently at 1,242.63 feet above mean sea level. This is the highest it has been since 2013 and should ensure the Lake will stay above 1,240 ft through the summer.

Lauma Willis/ Regional Board informed the Task Force that Regional Board is currently working to update their water quality report cards on Lake Elsinore and Canyon Lake, which are due to the State Water Resource Control Board by April 20th. Barbara Berry / Regional Board will share the draft report cards with the Task Force for comments.

Schedule Next Meeting

The next LE/CL TMDL Task Force meeting is scheduled for Tuesday, April 21, 2020 at 1:30 p.m. as a virtual conference call meeting.

Adjourn

The meeting adjourned at 3:40 p.m.

LESJWA BOARD MEMORANDUM NO. 2020,9

DATE: April 16, 2020

SUBJECT: Funding Agreement Amendment with RCFC&WCD

TO: LESJWA Board of Directors

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

RECOMMENDATION

Staff recommends that the Board of Directors approve a Funding Agreement Amendment with RCFC&WCD for Support for the Implementation and Administration of Watershed Programs for Lake Elsinore and Canyon Lake through the end of FY 2022-2023.

BACKGROUND

In February 25, 2015 and in April 19, 2017, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) and LESJWA executed a funding agreement to provide \$20,000/fiscal year to help fund LESJWA, as much of the MS4 compliance activities associated with the Lake Elsinore and Canyon Lake TMDL compliance are administered by LESJWA.

Attached is an amendment to the funding agreement between the RCFC&WCD and LESJWA that continues the support to LESJWA in the implementation and administration of watershed programs for Lake Elsinore and Canyon Lake. The funding that extends the \$20,000 per year through FY 2022-23 and can be used for the administrative and management activities of the LESJWA JPA.

RESOURCES IMPACT

Funding of SAWPA staff time for LESJWA JPA activities will be provided by local contributions from LESJWA member agencies and RCFC&WCD. All LESJWA activities associated with the LE/CL TMDL Task Force will continue to be funded by the LE/CL TMDL Task Force members.

Attachment:

1. Funding Agreement Amendment – Support for the Implementation and Administration of Watershed Programs for the Lake Elsinore and Canyon Lake through the end of FY 2022-2023

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FIRST AMENDMENT TO FUNDING AGREEMENT Support for the Implementation and Administration of the Watershed Programs for Lake Elsinore and Canyon Lake FY 2017/2018 – FY 2022/2023

This First Amendment to Funding Agreement ("First Amendment"), dated _______, 2020 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("DISTRICT"), and the LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY, a joint powers authority ("LESJWA"). DISTRICT and LESJWA, the parties to this First Amendment, will be referenced herein individually as a "Party" and collectively as "Parties". The Parties hereby agree as follows:

RECITALS

- A. DISTRICT and LESJWA have entered into that certain Funding Agreement dated April 18, 2017 ("Original Agreement") pursuant to which DISTRICT, as the principal National Pollutant Discharge Elimination System ("NPDES") permittee for the Santa Ana Region of Riverside County, would contribute funding toward LESJWA's watershed protection programs to improve water quality in Lake Elsinore, Canyon Lake and the surrounding San Jacinto River Watershed.
- B. The Original Agreement together with this First Amendment are collectively referred to herein as the "Agreement".
- C. The Parties wish to amend the Original Agreement to extend the term period and increase the total financial contribution amount for DISTRICT.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Recital F of the Original Agreement is hereby replaced in its entirety by the following:
 - F. DISTRICT, in accordance with its responsibilities as the principal NPDES MS4 PERMITTEE, desires to continue its support of LESJWA'S implementation and administration of these programs to improve water

quality in Lake Elsinore, Canyon Lake and the surrounding San Jacinto River Watershed on behalf of the MS4 PERMITTEES by contributing twenty thousand dollars (\$20,000) per Fiscal Year (from July 1st to June 30th) for Fiscal Year 2017/2018 through Fiscal Year 2022/2023 with a further cap of not to exceed one hundred twenty thousand dollars (\$120,000) for the entire term of this Agreement; and

- 2. Section I.3. of the Original Agreement is hereby replaced in its entirety by the following:
 - I.3. Retain employee and expense records according to customary accounting methods for a period of five (5) years after final payment and such records shall, upon request, be made available for inspection by DISTRICT to verify LESJWA'S invoices.
- 3. Section II.1. of the Original Agreement is hereby replaced in its entirety by the following:
 - II.1. Pay LESJWA within forty-five (45) days after receipt of an appropriate invoice as set forth in Section I.1. DISTRICT's financial contribution to LESJWA shall not exceed twenty thousand dollars (\$20,000) per Fiscal Year for Fiscal Years 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022 and 2022/2023. Furthermore, DISTRICT's total financial contribution shall not exceed a total sum of one hundred twenty thousand dollars (\$120,000) over the entire term of this Agreement.
- 4. Section III.1. of the Original Agreement is hereby replaced in its entirety by the following:

- III.1. DISTRICT'S financial contribution to LESJWA shall not exceed a total sum of one hundred twenty thousand dollars (\$120,000) over the entire term of this Agreement.
- 5. The provisions of this First Amendment shall prevail over any inconsistent or conflicting provisions of the Agreement as heretofore amended and shall supplement the remaining provisions thereof.
- 6. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or LESJWA.
- 7. This First Amendment shall not be binding or consummated until its approval by the DISTRICT's Board of Supervisors and fully executed by the Parties.
- 8. This First Amendment to Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on

(to be filled in by Clerk of the Board)	
RECOMMENDED FOR APPROVAL:	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
By JASON E. UHLEY General Manager-Chief Engineer	KAREN SPIEGEL, Chairwoman
APPROVED AS TO FORM:	ATTEST:
GREGORY P. PRIAMOS County Counsel	KECIA HARPER Clerk of the Board
BySYNTHIA M. GUNZEL Chief Deputy County Counsel	By Deputy
	(SEAL)

First Amendment to Funding Agreement w/ Lake Elsinore and San Jacinto Watersheds Authority Support for the Implementation and Administration of the Watershed Programs for Lake Elsinore and Canyon Lake FY 2017/2018 – FY 2022/2023

03/12/2020

RKM:mc

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY

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•	PHIL WILLIAMS, Chair
	Lake Elsinore and San Jacinto Watersheds

Authority Board of Directors

First Amendment to Funding Agreement w/ Lake Elsinore and San Jacinto Watersheds Authority Support for the Implementation and Administration of the Watershed Programs for Lake Elsinore and Canyon Lake FY 2017/2018 – FY 2022/2023

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LESJWA BOARD MEMORANDUM NO. 2020.10

DATE: April 16, 2020

SUBJECT: LESJWA Budget FY 2020-21

TO: LESJWA Board of Directors

FROM: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors approve the FY 2020-21 LESJWA budget and invoice each LESJWA member agency at the start of the new fiscal year based on contributions levels as reflected in the budget.

BACKGROUND

The attached budget (Attachment 1) covers activities of the Authority from July 1, 2020 to June 30, 2021. It lists the existing projects, studies, and administrative costs associated with operating the agency and implementing TMDL projects. Based on projections of costs for FY 2020-21, funding by member agencies and additional funding provided by the RCFCWCD and the Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force will be sufficient to cover all projected JPA activities. With increased contributions from the LESJWA member agencies and funding from RCFC&WCD, LESJWA's reserve funding continues to grow and can be used for discretionary items.

The major activities planned for FY 2020-21 include support for the Basin Plan Amendment associated with the new TMDL Revision and continuing the alum application at Canyon Lake. Ongoing activities of watershed and lake monitoring will also continue.

In FY 2020-21, the main source of funding coming into LESJWA will continue to be from the TMDL parties that are supporting the TMDL implementation as well as LESJWA's staff cost for Task Force administration. The source of this funding will be from the TMDL stakeholders; some are the LESJWA member agencies.

As indicated in the 2016 LESJWA Business Plan, one of the primary concerns with the long-term financial outlook for the organization was continued operation funding. With the increased funding provided by the LESJWA member agencies and the additional funding from RCFCWCD through FY 2022-2023, sufficient funding is available for LESJWA to operate at its current operation level for the foreseeable future.

Staff continues to monitor outside funding sources for future planning and projects that LESJWA can undertake. LESJWA working with SAWPA helped support the City of Lake Elsinore application for grant funding to implement a pilot scale project to evaluate blue green algae removal technology for Lake Elsinore. This effort will ultimately assist with the TMDL compliance in Lake Elsinore particularly since new Harmful Algae Bloom regulations are under development by the SWRCB and will likely impact Lake Elsinore. This grant work effort is anticipated to start by late 2020.

Annual costs for operating LESJWA have remained low based on past Board direction. However, with increasing costs to maintain support for education and outreach consulting support, the budget now reflects an increase of \$5000 for education and outreach from \$20,000 to \$25,000. This increase is the first increase for over five years for this activity and reflects increased costs for inflation and for the LESJWA Summit planning.

Attachment 2, shown as additional information, reflects the draft FY 2020-21 LE/CL TMDL Task Force Budget. This budget was reviewed and approved by the Task Force at their April will be considered for possible approval on March 25th meeting by the task force agencies. Their budget revenue is reflected as "TMDL stakeholder contributions" under Revenue, and "TMDL-Administration," and "TMDL studies and monitoring" under Expenditures.

Staff recommends the member agency funding contribution amounts of \$10,000 for SAWPA, and \$20,000 each from EVMWD, the City of Lake Elsinore, City of Canyon Lake and the County of Riverside. Additional funding of \$20,000/yr through FY 22-23 from RCFC&WCD is budgeted as agreed to by the joint funding agreement, assuming it is approved.

RESOURCES IMPACT

Funding of SAWPA staff time for LESJWA activities will be provided by TMDL stakeholder funding, grant administration funding, and local contributions from LESJWA member agencies.

Attachments:

- 1. Draft FY 2020-21 LESJWA Budget
- 2. FY 2020-21 LE/CL TMDL Task Force Budget

DRAFT FY 20-21 BUDGET (4-16-2020)

	EV 40.00		FV 40 00	EV 00 04
	FY 19-20 Budget	FY 19-20 Actual	FY 19-20 Expected	FY 20-21 Budget
	Total	thru 2/29/20	Total	Total
Operating Revenue	rotai	una 2/20/20	rotai	Total
JPA Reserve Transfer				
JPA LAIF Interest	5,500	4,504	5,500	5,500
Member & Other Agency Contributions*	110,000	110,000	110,000	110,000
JPA Adm Subtotal	115,500	114,504	115,500	115,500
	474.045	4.40.000	400.000	405.050
Member Agency TMDL contributions	174,615	149,933	169,933	185,358
Other Agency TMDL contributions	489,422 664,037	380,291 530,224	521,232 691,165	521,907
TMDL Stakeholder Contributions Subtotal	664,037	530,224	691,165	707,265
Canyon Lake TMDL contributions	5,800	3,750	3,750	3,750
Other TMDL Agency TMDL contributions	176,660	118,140	118,140	123,540
LEAMS Excess Offset Credit Subtotal	182,460	121,890	121,890	127,290
	102,100	121,000	121,000	121,200
Total Revenue	961,997	766,618	928,555	950,055
Operating Expenditures				
JPA Administration				
Salaries, burden & OH (SAWPA)	76,000	51,888	76,000	76,000
Audit Fees	5,000	5,000	5,000	5,000
Consulting - Public Relations Program	20,000	16,311	20,000	25,000
Other Contract Services (Website Improvements)	050	700	1,200	3,920
Legal Fees Moetings and Conference Evpense	850	700	1,100	1,100
Meetings and Conference Expense Shipping & Postage	100 50	29	72 50	100 50
Other Expense	59		60	60
Insurance Expense	2,536	2,504	2,504	2,553
Office Supplies	60	2,001	60	60
Interest Expense	91	159	160	160
JPA Adm Subtota	104,746	76,591	106,206	114,003
TMDL Task Force				
TMDL - Administration (SAWPA)	102,000	57,028	102,000	102,000
TMDL studies, monitoring, reg support	483,780	357,922	466,537	443,900
Canyon Lake Lake Treatment	90,257	100,327	199,302	173,365
LEAMS Excess Offset Credit Payment	170,460	0	170,460	115,290
	846,497	515,277	938,299	834,555
Total Expenditures	951,243	591,868	1,044,505	948,558
Total Experiultures	931,243	391,000	1,044,505	940,556
JPA Reserves Remaining	137.404	117.148	88.529	79.235
of Atteserves termaining	107,404	117,140	00,020	70,200
TMDL Reserves Remaining	533.769	477,025	25.848	25,848
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-				
* Member agency allocation - City of LE	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - EVMWD	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - Co of Riv	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - City of CL * Member agency allocation - SAWPA	\$20,000 \$10,000	\$20,000 \$10,000	\$20,000 \$10,000	\$20,000 \$10,000
* Other agency contribution - RCFCWCD	\$20,000		\$20,000	\$10,000
Canon agency containmation - Itol Owod	Ψ20,000	Ψ20,000	Ψ20,000	\$110,000
				ψ110,000

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	Summary Task Force Expenditures	• • •	oved Budget 2020-21
	Part A: TMDL Task Force Budget		
1.	Task Force Administration	\$	80,000
	Task Force Administrator (LESJWA)	\$	80,000
	Grant Preparation/Administration	\$	-
2.	TMDL Compliance Expert	\$	66,445
	Tess Dunham / Kahn, Soares & Conway	\$	56,445
	Tim Moore / Risk Sciences	\$	10,000
3.	TMDL Compliance Monitoring	\$	241,455
	Watershed-wide Nutrient Monitoring Program	\$	72,270
	Lake Elsinore Nutrient Monitoring Program (includes TMDL Compliance report support)	\$	99,915
	Canyon Lake Nutrient Monitoring Program	\$	69,270
	High Resolution Satellite Imagery	\$	-
4.	TMDL Compliance Reporting & Modeling	\$	116,000
	2020 TMDL Compliance Report	\$	30,000
	Lake Simulation Models	\$	20,000
	TMDL Approval Process	\$	50,000
	Additional Implementation Projects	\$	-
	Aerial Land Use Surveys (every 5 years)	\$	16,000
5.	Contingency	\$	-
	Part A: TMDL Task Force Budget:	\$	503.900

Part B: TMDL Project Budget

6. Lake Elsinore Project Alternatives

. Lake Lisinore i roject Atternatives	
Lake Elsinore Aeration and Mixing System (LEAMS) Offset Credit Purchase	\$ 127,290
LEAMS O&M	\$ 127,290
Fishery Management	\$ 20,000
Fishery Survey	\$ 15,000
Carp Removal Program (Fishery Management O&M)	\$ -
Project Administration	\$ 5,000
7. Canyon Lake Project Alternatives	\$ 183,365
Chemical Additions - Alum Dosing	\$ 173,365
Project Administration	\$ 10,000
Project Contingency	\$ -

TMDL Task Force Part B Implementation Budget

330,655

LE&CL TMDL Implementation Budget: 834,555

Task Force Administration

- Organize and facilitate TMDL TASK FORCE meetings,
- Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
- Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
- Act as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
- Seek funding grants to assist with achieving the work of the TMDL TASK FORCE and other goals and objectives of the TMDL TASK FORCE,
- Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work,
- Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE,
- Coordinate and facilitate the addition of other Monitoring Programs to the Task Force,
- Provide TMDL TASK FORCE members an opportunity to comment and approve any reports or other work product developed.

TMDL Compliance Expert

- Serve as regulatory strategist and compliance expert for the Task Force

Total

Task Force Agency Contributions Summary

1. Task Force Agency Allocation

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MS4 Co-Permittees (Total)	\$ 587,994
Riverside County	\$ 88,734
City of Beaumont	\$ 28,935
City of Canyon Lake	\$ 37,787
City of Hemet	\$ 46,261
City of Lake Elsinore	\$ 34,071
City of Moreno Valley	\$ 83,847
City of Murrieta	\$ 34,433
City of Perris	\$ 54,723
City of Riverside	\$ 28,635
City of San Jacinto	\$ 27,435
City of Menifee	\$ 92,189
City of Wildomar	\$ 30,945
Elsinore Valley Municipal Water District (EVMWD)	\$ 28,516
San Jacinto Agricultural Operators (WRCAC)	\$ 53,651
San Jacinto Dairy & CAFO Operators *	\$ 1,500
CA Department of Transportation	\$ 37,651
CA DF&W - San Jacinto Wetlands	\$ 27,435
Eastern Municipal Water District	\$ 26,935
March Air Reserve Base Joint Powers Authority	\$ 34,412
US Air Force (March Air Reserve Base)	\$ 36,460
CR&R (Composting Project) [†]	\$ -
Nevada Hydro (LEAPS Project)	\$ -

Total Funding Required \$ 834,555

Note: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

⁺ CR&R Allocation estimated as a Part A equal share budget allocation to be employed by the Task Force as contingency

LESJWA BOARD MEMORANDUM NO. 2020.11

DATE: April 16, 2020

SUBJECT: Lake Elsinore & Canyon Lake Nutrient TMDL Compliance Monitoring Program

TO: LESJWA Board of Directors

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

RECOMMENDATION

Staff recommends that the Board of Directors approve the following:

1. LESJWA General Services Agreement with Wood Environment & Infrastructure Solutions Inc.

2. Task Order No. WOOD160-03 with Wood Environment & Infrastructure Solutions, Inc. for an amount not-to-exceed \$241,455.00 for FY 2020-21 and \$233,675.00 per year for FY 2021-22 and FY 2022-23 for a three-year task order with an option to exercise a two year extension to oversee and implement the water quality TMDL monitoring for the Lake Elsinore and Canyon Lake.

DISCUSSION

In January 2020, LESJWA on behalf of members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force posted a request for proposals for the watershed and lake monitoring program on the LESJWA and SAWPA websites, and shared it by direct email with twenty consulting firms listed below:

AECOM DUDEK Montgomery Watson
ALTA Enivronmental EIP Associates Tetra Tech, Inc.
Brown & Caldwell Haley & Aldrich UCR Riverside
Cardino Entrix HDR Engineering Weston Solutions

CASC Engineering IE Waterkeeper Wildermuth Environmental

CDM Smith Larry Walker and Associates Wood

CWE MACTEC

Only one proposal was received from the solicitation from Wood Environment & Infrastructure Solutions Inc. (Wood).

Based upon feedback from the Task Force, the costs to conduct the work laid out in their proposal, the consultant's approach to the tasks, and technical expertise, as well as the Task Force's previous experience in working with Wood, the Task Force and staff recommend that Wood be selected to conduct the work.

The attached Task Order details the three-year agreement with Wood to conduct the nutrient TMDL Compliance & LEAMS monitoring. Included with this Task Order is a scope of work and budget (Proposal) providing a detailed description of support services to be performed by the consultant through FY 2020-23. The first-year budget, FY20-21 includes support for the 2020 compliance report reflecting an additional \$7,780 above the 2nd and 3rd year. Staff recommends an agreement with Wood for three fiscal years, beginning in FY 2020-21 and extending to FY 2022-23, with the option to exercise a two-year extension to continue to conduct the nutrient TMDL Compliance monitoring.

Through this agreement, Wood will provide the following services to the LE&CL TMDL Task Force, as described in the attached proposal:

- LE&CL TMDL Compliance monitoring Program
 - Wet Weather Watershed Monitoring

- o Dry Weather In-lake Monitoring (TMDL and LEAMS)
- o Pre and Post-Alum Application Monitoring in Canyon Lake
- Draft and final LE/CL Nutrient TMDL Annual Water Quality Monitoring Report
- Support preparation of 2020 TMDL Compliance Progress Report
- Data Management
- Attend Task Force meetings

BACKGROUND

In April 2015, to the Task Force submitted to the Regional Board an updated Lake Elsinore and Canyon Lake Nutrient TMDL Phase 2 Compliance Monitoring Work Plan. That plan detailed an approach for compliance monitoring in the near term (2015 through 2019) to address compliance with the Lake Elsinore & Canyon Lake Nutrient Total Maximum Daily Loads (TMDLs) and demonstrated progress toward attaining compliance with respective waste load allocations (WLAs) and/or TMDL response targets.

In June 2015, the LESJWA Board approved a contract with Wood to oversee and implement the Phase 2 LE&CL nutrient TMDL Compliance monitoring program for Lake Elsinore, Canyon Lake and the upstream San Jacinto Watershed.

In June 2018, the LESJWA Board approved a 2-year contract extension with Wood to oversee and implement the Phase 2 LE&CL nutrient TMDL Compliance monitoring program for Lake Elsinore, Canyon Lake and the upstream San Jacinto Watershed.

RESOURCES IMPACT

The TMDL Task Force FY 2020-21 Budget provides a budget of \$241,455 to conduct the nutrient TMDL Compliance & LEAMS monitoring. All staff contract administration time for this contract will be taken from the TMDL budget and funded by the TMDL Stakeholders.

Attachments:

- 1. GSA Wood Environment & Infrastructure Solutions Inc.
- 2. Task Order WOOD160-03
- 3. Wood Environment & Infrastructure Solutions Proposal

AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this **16**th **day of April 2020** by and between the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) whose address is 11615 Sterling Avenue, Riverside, CA, 92503, and Wood Environment & Infrastructure Solutions, Inc. ("Consultant") whose address is 9210 Sky Park Court, Suite 200, San Diego, CA 92123.

RECITALS

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

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

AGREEMENT

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

ARTICLE I TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 2025**, 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. Such invoices shall be received in LESJWA's office on or before the 15th day of the month, for payment on or about the 15th day of the following month. All payments are made on or about the 15th day of the month. 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.

ARTICLE IV OBLIGATIONS OF CONSULTANT

- 4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.
- 4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.
- 4.03 Consultant shall be solely responsible for the health and safety of its employees and agents in performing the services assigned by LESJWA. Consultant hereby covenants and agrees to:
 - a. Obtain a comprehensive general liability and automobile insurance policy, including contractual coverage, with combined single limits for bodily injury and property damage in an amount of not less than \$1,000,000.00. Such policy shall name LESJWA, and any other interested and related party designated by LESJWA, as an additional insured, with any right to subrogation waived as to LESJWA and such designated interested and related party;
 - b. Obtain a policy of professional liability insurance in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions committed by Consultant, its employees and/or agents in the performance of any services for LESJWA;
 - c. Comply with all local, state and federal laws, rules and regulations;
 - d. Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant's and all risks to such persons or entities.
 - 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 any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for LESJWA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- 11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of LESJWA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 11.03 In the event Consultant is an individual person, and Consultant dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from LESJWA as of the date of death will be paid to Consultant's estate.
- 11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by LESJWA if requested by Consultant and agreed to in writing by LESJWA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.
- 11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.
- 11.06 LESJWA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file Conflict of Interest Statements with LESJWA.
- 11.07 Any dispute which may arise by and between LESJWA and the Consultant, including the Consultant's associates, subcontractor or other consultants, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Service, Inc., or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this paragraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be permitted upon a showing of good cause and approved by the assigned arbitrator. Unless the parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon, in accordance with their rules and procedures for such mediation.
- 11.08 During the performance of the Agreement, Consultant, and its subcontractors, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment

because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant, and its subcontractors, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant, and its subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a

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

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

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY				
Phil Williams, LESJWA Chair	 Date			
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.				
(Signature)	Date	Print/Type Name and Title		

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY TASK ORDER NO. WOOD160-03

CONSULTANT: Wood Environment & Infrastructure Solutions, Inc. VENDOR NO.: 1734

9210 Sky Park Court, Suite 200

San Diego, CA 92123

COST: FY 2020-21: \$241,455.00

FY 2021-22: \$233,675.00 FY 2022-23: \$233,675.00 Total: \$708,805.00

PAYMENT: Upon Receipt of Invoice

REQUESTED BY: Mark Norton, Authority Administrator April 16, 2020

FINANCE:

Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 160-TMDL-6113-01

Acct. Description General Consulting

BOARD AUTHORIZATION REQUIRED: YES (X) NO ()

Authorization: April 16, 2020; LES#2020.11

This Task Order is issued upon approval and acceptance by the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) and Wood Environment & Infrastructure Solutions, Inc. (Consultant) pursuant to the Agreement for Services between LESJWA and Consultant entered into on April 16, 2020; expiring December 31, 2025.

I. PROJECT NAME OR DESCRIPTION

Lake Elsinore and Canyon Lake Nutrient TMDL & LEAMS Monitoring 2020-23

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the implementation of the FY2020-21, FY 2021-22, and FY 2022-23 Lake Elsinore and Canyon Lake Nutrient TMDL Compliance Monitoring program. This includes: Watershed Monitoring, In-lake Monitoring, Data Analysis, Reporting, Project Management, Coordination Activities, Meeting Attendance, and Laboratory Contracting. In addition, it includes monthly Lake Elsinore monitoring required to validate the TN/TP Offset Program and monitoring of Canyon Lake to support the Alum Project. Detailed scope of work described in the attached proposal.

III. PERFORMANCE TIME FRAME

Consultant shall begin work on July 1, 2020 and shall complete performance of such services by or before **December 31, 2023**.

IV. LESJWA LIAISON

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

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$708,805.00** in accordance with the Scope of Work Summary as described in the attached proposal. Payment for such services shall be made within 30 days

upon receipt of proper invoices from Consultant, as required by the above-mentioned Agreement for Services.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

LAKE ELSINORE & SAN JACINTO WA	ATERSHEDS AUTHO	RITY
Phil Williams, LESJWA Chair	Date	
WOOD ENVIRONMENT & INFRASTRU	ICTURE SOLUTIONS	, INC.
(Signature)	 Date	Print/Type Name and Title

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



Lake Elsinore & Canyon Lake Nutrient TMDL Task Force Consulting Services for Water Quality Monitoring Program Implementation

Due: March 2, 2020 at 4PM PST







March 2, 2020

Lake Elsinore & San Jacinto Watersheds Authority Contracts and Purchasing Division ATTN: Rick Whetsel, Senior Watershed Manager 11615 Sterling Avenue, Riverside, California 92503

Re: Water Quality Monitoring Program Implementation for the Lake Elsinore & Canyon Lake Nutrient TMDL Task Force (LE/CL TMDL TF)

Dear Mr. Whetsel:

Wood Environment & Infrastructure Solutions, Inc. (Wood) understands the importance of the accurate and cost-effective implementation of the water quality compliance monitoring required in the San Jacinto River Watershed for the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) member agencies. Over the last five years, our team has been working on the Phase 2 Water Quality Compliance Monitoring, providing us with a deep understanding of the Total Maximum Daily Load (TMDL) requirements and the direction and impact of environmental conditions affecting beneficial uses in both Lake Elsinore and Canyon Lake. We have assembled a highly experienced and well-known team of professionals who possess the specific qualifications to continue supporting the LE/CL TMDL TF with the implementation of the Water Quality Monitoring Program and any related supporting needs moving forward. Wood offers LESJWA the following unique strengths:



Our proposed Program Manager, Chris Stransky, has a solid reputation and close working relationship with all of our expert teaming partners and task leaders. He has more than 20 years of experience successfully leading similar water quality and marine resource projects, including efforts for the LE/CL TMDL TF and others directly related to the tasks requested in the RFP.



A multidisciplinary team of aquatic scientists, chemists, statisticians, biologists, and other technical experts with unparalleled experience in the San Jacinto Watershed. Our team has been integral to the Lake Elsinore and Canyon Lake Nutrient TMDL program through monitoring and providing expert advice over the past 5 years, and also helping to draft and implement the current LE/CL Nutrient TMDL Comprehensive Phase 2 Compliance Monitoring Plan and Quality Assurance Project Plan (QAPP).



Innovative and properly maintained field equipment delivering thorough and accurate data. Our team utilized calibrated in-situ data sondes to measure real-time dissolved oxygen and temperature variations in both Lake Elsinore and Canyon Lake.



A strong reputation and relationship with regulators and stakeholders and knowledge of applicable regulations enables us to achieve mutually beneficial solutions. Our team scientists are highly regarded as leaders in their fields and are recognized by federal, state, and local regulators. We keep abreast of the ever-changing rules and regulations that affect the LE/CL stakeholders and understand the issues that are important to the stakeholders and the surrounding community. Our staff regularly participate in scientific committees and monitoring task forces, as well as educational outreach events to stay informed and share our knowledge.



Local resources enable us to rapidly deploy staff to conduct stormwater sampling and/or special requests for in-lake monitoring with offices and personnel located within a one-hour drive of both lakes.



Our proven project management approach includes regular and clear communication, thorough QA/QC and timely and accurate completion of all job tasks.

Thank you for the opportunity to submit this proposal. We are looking forward to continuing to serve the LE/CL TMDL TF in the future. Please feel free to contact me at (858) 300-4350 or via e-mail: chris.stransky@woodplc.com.

Sincerely

Chris Stransky, Aquatic Sciences Group Manager

Introduction

Having performed the LE/CL TMDL monitoring program over the previous five years, we understand the challenges associated with the implementation of a program and interpretation of data from two very distinct lakes and unique watersheds. Additionally, with the revised Nutrient TMDL anticipated to be approved within the term of this next contract period, our team has the institutional knowledge and historical context to seamlessly take the Lake Elsinore and Canyon Lake watershed TMDL monitoring program into the next phase of its evolution. Our team has a very high level of understanding of the exceptional wealth of information already existing for both lakes and their associated watersheds. We have worked hard to harmonize data from numerous sources to develop a large historical database which has become a valuable resource to support management decisions and track historical trends.

For this program, the quality of the data collected and its integration with historical results is a top priority to successfully assess progress towards current TMDL attainment goals. However, we are much more than just a sampling and testing company; our team also brings specialized expertise that will be necessary in the future to address whether existing TMDL criteria are appropriate and to provide the ability to develop options that are scientifically defensible and meaningful for these unique water bodies. Additionally, our efforts have included collaboration with key experts on these two lakes and associated watershed systems: Mr. Tim Moore of Risk Sciences, Dr. Michael Anderson of the University of California (UC) Riverside, Dr. Alex Horne of UC Berkeley, and numerous individual stakeholders. We have also worked closely with several of the TMDL stakeholders such as Sudhir Mohleji and Nicole Dailey on complimentary data collection, analysis, and interpretation efforts related to water quality over the past 5 years.

This proposal highlights our team and approach to implementing the Phase 2 Water Quality Compliance Monitoring Program in the San Jacinto River Watershed. These efforts will align with the proposed revised LE/CL TMDL currently under consideration by the Santa Ana Water Board in 2020.

The Wood Team

Wood is a global engineering and consulting firm with approximately 60,000 employees worldwide. Wood is a publicly-traded corporation and has been providing project services for over 160 years. We have over 400 technical resources in Southern California and are exceptionally qualified to continue providing consulting services for the Lake Elsinore and Canyon Lake Nutrient TMDL Water Quality Monitoring Program Implementation.

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Company Profile Chris Stransky, Program Manager, John Rudolph, Deputy PM is the Alternate point of contact is the Primary point of contact: phone: (858) 300-4350 phone: (858) 300-6465 email: john.rudolph@woodplc.com 9210 Sky Park Court, Suite 200 email: chris.stransky@woodplc.com 9210 Sky Park Court, Suite 200 San Diego, CA 92123 San Diego, CA 92123 Leaders in: Aquatic sciences Environmental site assessment Engineering and remediation Toxicology
TMDL monitoring **Employees** 7,000 **400** SoCal Supporting offices staff: San Diego (231); Costa Mesa (68); Riverside (12)

Wood is one of a small number of firms in California that specialize in water quality planning, monitoring, and reporting for water quality programs. Our combined team brings decades of specialized project experience in programs addressing issues very similar to those of the LE/CL TMDL program, including wet/dry weather watershed; in-lake, estuary, and ocean monitoring; TMDL support; nutrient monitoring; regulatory support; and stakeholder facilitation.

Wood has operated an environmental consulting practice in southern California since 1972. In 1985, Wood began to offer

aquatic sciences and watershed monitoring expertise to its varied clients. Some clients of the Aquatic Sciences and Water Resource Groups of Wood include the Riverside County Flood Control and Water Conservation District (RCFC&WCD), City of San Diego, County of San Diego, Scripps Institution of Oceanography, U.S. Navy, Southern California Coastal Water Research Project (SCCWRP), and Caltrans, among many others. Wood has a proven track record of assisting our clients with the successful design and implementation of a broad range of water quality, sediment quality, and biological resource projects.

Key responsibilities of Wood for this contract include the following:

- Program and project management
- Stakeholder support: Monitoring updates, as-needed research, solicitation of input and response to comments, monitoring program suggestions
- In-lake and watershed monitoring and associated data analysis and reporting
- Integration of in-lake data and observations, satellite imagery for chlorophyll-a
- Collaboration with outside experts
- All final deliverables
- Database management
- Regulatory support/liaison as needed

A Specialized Team

Our core monitoring team consists of Wood, Alta Environmental, an NV5 Company (Alta|NV5), E.S. Babcock Laboratories Inc. (Babcock), Weck Laboratories (Weck), EOMAP Satellite, and specialized technical experts, including Mr. Steven Wolosoff of CDM Smith and Dr. David Caron of Aquatic Ecotechnologies, and University of Southern California (USC). We have selected these team members specifically because of their extensive knowledge of the lakes and the associated watersheds, technical expertise, familiarity with the LE/CL TMDL, understanding of applicable regulations and methodologies pertinent to the program, and cost value. Both Babcock and Weck are certified for all of the analytes we will measure on this project. Our team members all have outstanding reputations for delivering top-quality water resources consulting services, producing cost-effective and quality work products, and possessing an ability to consistently provide innovative ideas to solve complex environmental issues.

Mr. Steve Wolosoff, with whom the LE/CL TMDL TF has worked extensively on the revised Nutrient TMDL, will serve as an as-needed technical advisor to help address the complex regulatory challenges of implementing the revised TMDL based on both current and any revised monitoring methods implemented during the program.

New to the LE/CL TMDL TF, on our team as an additional technical expert is Dr. David Caron, USC Professor of Biological Sciences and Director of the Caron Protistan Aquatic Microbial Ecology Laboratory. Dr. Caron is well-recognized across the State of California and the nation for his marine and freshwater microbial ecology expertise, particularly in the area of harmful algal blooms. He has received numerous awards for his research including the Mary Sears Chair for Excellence in Biological Oceanography from Woods Hole Oceanographic Institution.

Wood will be managing this contact from our San Diego Office with field support available from our offices in Riverside and Costa Mesa and our subconsultants located in Riverside, San Bernardino, and San Diego.

Wood's general approach to successful program management and program implementation is based on the following principles:

- Communicating with the LE/CL TMDL TF early and often
- Responding promptly to LE/CL TMDL TF requests
- Working with the LE/CL TMDL TF to develop a clear understanding of the goals for each program task
- Flexibility to implement as needed TF requests in a short time-frame
- Communicating program expectations to all team members effectively on a routine basis
- Delegating program tasks to the most appropriate and qualified staff
- Adhering to all project milestones and deliverable schedules
- Implementing a rigorous QA/QC program with multiple levels of peer-review for all data, results, and deliverables

- Identifying collaborative opportunities to enhance program efficiency and address data gaps
- Health & safety

The following sections of our proposal present a brief overview of our team's experience and qualifications, our project organization with personnel and staffing, our approach and understanding of program needs, and our fee proposal. Specific responsibilities of key subcontractor team members, lead points of contact, and history of working with the LE/CL TMDL TF is provided in Table 1.

Table 1. Team Responsibilities, Primary Lead Points of Contact for Each Subcontractor, Locations, and History Working With the LE/CL TMDL TF										
Subcontractor Name	Point of Contact	Primary Areas of Responsibility	Work History With the LE/CL TMDL TF							
Wood	Mr. Chris Stransky Program Manager San Diego (858) 300-4350 Mr. John Rudolph Deputy Program Manager San Diego (858) 514-6465	Overall Program Support and Project Management Stakeholder Support – Monitoring Updates, Research, Suggestions, In-Lake Monitoring, Associated Data Analysis, and Reporting Integration of In-Lake Data and Observations, Satellite Imagery, and Watershed Monitoring Analyses Final Deliverables – Quarterly and Annual Monitoring Reports, CEDEN submittals Database Management	 Assisted in drafting the initial Phase 2 Nutrient TMDL Monitoring Plan & QAPP Drafted a revised Phase 2 Nutrient TMDL Monitoring Plan & QAPP Implemented the Phase 2 Nutrient TMDL Monitoring Plan Conducted the Lake Elsinore LEAMS Effectiveness Program Monitoring Conducted the Fisheries Management Plan Monitoring Assisted in the development of the proposed revised TMDL 							
Alta NV5	Mr. Garth Engelhorn San Diego (760) 644-0167	 Watershed Monitoring and Associated Data Analysis; and Reporting Stakeholder Meeting Support for Watershed Monitoring Updates 	Conducted watershed stormwater monitoring since 2011 under the leadership of Mr. Engelhorn							
CDM Smith	Mr. Steve Wolosoff Boston, MA (617) 452-6393	As-Needed Out-of-Scope Regulatory Support Support the 2020 TMDL Compliance Report	Data analysis/modeling support for the revised TMDL							
Aquatic Ecotechnologies, LLC	Dr. David Caron (213) 740-0203	As Needed Out-of-Scope Specialized Technical Support	 New to the LE/CL TMDL TF Specializes in expertise related to harmful algal blooms 							
Babcock Laboratories, Inc.	Ms. Cynthia Waddell (951) 653-3351 x121	Chemical Analyses – State-Certified Laboratory	Worked with the LE/CL TMDL TF since 2008							
Weck Laboratories	Mr. Chris Samatmanakit (626) 336-2139	Chemical Analyses – State-Certified Laboratory	New to the LE/CL TMDL TF Specializes in low-level detection							
EOMAP Satellite	Mr. Edward Albada (805) 335-0495	Enhanced Satellite Imagery of Lake Chlorophyll-a Concentrations and Turbidity	Provided Satellite Imagery for the TMDL Monitoring Program since 2015							

Subcontractors



Alta|NV5 is an environmental consulting firm in the areas of storm water permit compliance, environmental site assessment, remediation, hazardous materials, environmental health and safety, air quality, and sustainability. The Alta|NV5 team has been providing professional environmental consulting services in Southern California for over 50 years, with over 400 qualified professionals.

Alta Environmental became an NV5 company in May 2019, adding the expertise of over 3,000 engineering and technical consulting staff in over 100 offices worldwide. Alta|NV5 has hands-on knowledge of the NPDES permit requirements and has worked on water quality monitoring and assessment programs for municipalities throughout Southern California. Because of the firm's experience with municipal Phase I Permit concerns and operations, compliance issues, state and local regulatory requirements, and Total Maximum Daily Loads (TMDLs), they will implement the services of the program in a highly efficient and cost-effective manner to ensure compliance and reduced risk.



CDM Smith is a global, privately owned engineering and construction firm that was founded in 1947 in Cambridge, Massachusetts. The firm provides engineering design and construction services in the water, environment, transportation, energy, and facilities sectors. CDM Smith has Southern California office locations in Carlsbad, Irvine, Rancho Cucamonga, and Los Angeles. CDM Smith has been providing oncall/as-needed services to Inland Empire state regulatory agencies, municipalities, utilities, and private

industries, working through SAWPA task forces over the past 20 years. Tasks have included a range of water quality parameters and included both TMDL development and implementation planning. Steve Wolosoff will support Task 7 Support 2020 TMDL Compliance Report. He has supported RCFC&WCD and the LE/CL TMDL Task Force in the development and implementation of the CNRP, including regular watershed BMP and in-lake offset nutrient reduction credit calculations. These same calculations will be integral in the completion of Task 7.

Babcock Laboratories, Inc. In business since 1906, Babcock Laboratories, Inc. (Babcock) is a certified SBE, ELAP (#2698) and NELAP accredited laboratory offering full-service analytical testing that specializes in environmental samples, including the analysis of drinking water, wastewater, groundwater, stormwater, and hazardous materials. Babcock and its partners provide complete analytical services for the NPDES programs administered by the State Water Resources Quality Control Board for industrial stormwater, construction activities, municipalities, and Caltrans. Babcock was one of the first laboratories in the State of California to receive certification by the California Department of Public Health (CDPH) for the analysis of drinking water for public health protection.



Weck Laboratories Inc. (Weck) is an ELAP certified (#1132), **SBE** full-service analytical laboratory that specializes in the low-level, high-precision analysis of metals in seawater samples. Weck was first approved in 1972 by the California DOHS for complete chemical and bacteriological analysis of water.

The laboratory is also involved in hazardous waste, drinking water, industrial hygiene, and air testing. Weck holds a nationwide accreditation under the NELAC program in California and other states, and is accredited by the USEPA, DoD, and other agencies. Weck has been providing analytical testing services for the annual SIYB Dissolved Copper TMDL monitoring program since 2012.



Aquatic Ecotechnologies LLC was formed nearly 25 years ago with the intent to provide water managers and regulators with the best available knowledge and approaches for water quality monitoring, nutrient assessments, and mitigation/remediation of waters afflicted with harmful

algal or cyanobacterial blooms. Dr. David Caron is the Chief Science Officer and possesses more than 35 years of research and academic experience in marine and freshwater microbiology and plankton ecology. He has co-authored nearly 260 scientific publications (peer-reviewed manuscripts and book chapters) and has several ongoing research and consulting projects in Californian freshwater lakes and marine coastal waters. He has been a Professor at the University of Southern California since 1999, where he has also served in various administrative positions including Section Head and Department Chair in the Marine and Environmental Biology section within the Department of Biological Sciences, as Program Director in the Marine Biology and Biological Oceanography Ph.D. graduate program, and as the Interim Director of the Wrigley Institute for Environmental Studies.

EOMVS

EOMAP provides optical remote sensing of marine and freshwater aquatic environments. EOMAP has supported both industry and governments to successfully complete hundreds of projects requiring the practical management of coastal zones and wetland ecosystems. They are experts

in Satellite-Derived Bathymetry (SDB), Seafloor Classification and Water Quality Monitoring. EOMAP is on Wood's team for our current water quality monitoring program implementation with LESJWA. They understand the LESJWA well and have the capability to continue to provide exceptional service and data analysis of satellite images catered to and validated against analytical results of chlorophyll and turbidity in LE and CL.

Project Organization, Personnel, and Staffing

Wood has assembled a highly talented team of professionals who are dedicated and possess the depth and breadth of knowledge and experience to successfully plan and execute this important program. The organization of Wood's team is presented in Figure 1; the qualifications and experience of key project staff dedicated to this project are further summarized in Table 2. Resumes for Wood staff and subconsultant team members are included in the Appendix. As shown in Figure 1, Mr. Stransky will serve in the role of Program Manager and the main point of contact for the LE/CL TMDL TF, while Mr. Rudolph will fulfill the role as Deputy Program Manager and secondary point of contact. Mr. Stransky's onsite availability for the duration of the contract is within 2 to 3 hours, or sooner by conference call.

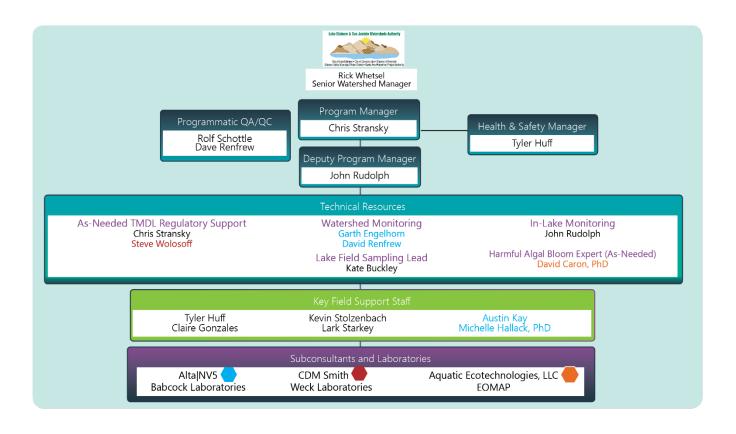


Figure 1. Organization Chart

Table 2. Project Staff									
Key Staff	Project Role	Areas of Expertise							
Chris Stransky, ENV SP Wood	Program Manager	Monitoring program oversight, Water quality, Integrative analysis, Freshwater ecology and toxicology							
John Rudolph Wood	Deputy Program Manager, In- Lake Monitoring Task Lead	Water quality, Sediment quality, Freshwater ecology and toxicology							
Rolf Schottle, ENV SP Wood	Analytical QA/QC	Data analysis, Lab auditing							
Dave Renfrew, CPSWQ, PMP, QISP/ToR, QSD/P Alta NV5	Technical Report Review	Water Quality, Sediment Quality, Source Identification							
Tyler Huff Wood	Health & Safety Field Leader	Site-specific Health & safety, Sediment & water quality monitoring							
Steve Wolosoff, PMP, BCES CDM Smith	As-Needed TMDL Regulatory Support	TMDL compliance analysis, Water quality monitoring, Water resources policy development and implementation							
Garth Engelhorn, CPSWQ, QISP/ToR Alta NV5	Watershed Monitoring Task Lead	Water Quality, Automated Equipment, TMDL Compliance Monitoring, SWAMP Monitoring							
Kate Buckley Wood	In-lake Field Lead	Water Quality, Sample Coordination							
David Caron, PhD Aquatic EcoTechnologies	As-Needed Senior Technical Support	Harmful Algal Blooms							
Claire Gonzales Wood	Field Support	Toxicological analysis, Data management, Lab testing							
Kevin Stolzenbach Wood	Field Support	Water quality monitoring							
Lark Starkey Wood	Field Support	Marine science, Regulatory and compliance requirements							
Austin Kay, CESSWI, QISP Alta NV5	Watershed Monitoring Field Lead	Water Quality and Flow Monitoring, Automated Equipment							
Michelle Hallack. PhD, EIT, QISP Alta NV5	Watershed Monitoring Data and Calculations Lead	Water Quality and Flow Monitoring, Automated Equipment							
Bridgette Reddington Alta NV5	Watershed Monitoring Field Support	Water Quality and Flow Monitoring, Automated Equipment							

All of these staff members have worked on the LE/CL Water Quality Program previously.

1. Experience & Qualifications

Wood's depth and breadth of watershed and lake and estuary monitoring services are summarized in a matrix provided in Table 3 below, which lists our team's recent and relevant project experience in relation to the specific needs identified in the RFP, and future needs during the TMDL revision process. The table below clearly illustrates our team's ability to successfully complete the scope elements required for this contract. We have also included five detailed project descriptions with references in this section. Please feel free to contact any of these references who can attest to the quality, thoroughness, and responsiveness of the Wood team.

Table 3. Recent and Relevant Experience	ce of the Wood Proje	ct Team	Lake Monitoring	Stormwater Monitoring	Water Quality Studies	Analytical Chemistry	TMDL Program Support	Statistical Analyses/ Integrative Data Analysis	gy	Biological Studies	Ď.	Regulatory Support
Project Name	Client(s)	Team Member(s)	Lake Mo	Stormw	Water G	Analytic	TMDL F	Statistic Integrat	Toxicology	Biologic	Reporting	Regulat
Consulting to Update LE/CL Water Quality Monitoring Program Work Plan and QAPP	LESJWA	Wood, CDM Smith*	✓	✓	✓	✓	✓	✓			✓	✓
LE/CL Nutrient TMDL Monitoring	LESJWA	Wood, Alta NV5*	✓	✓	✓	✓	✓	✓			1	✓
LEAMS Effectiveness Monitoring	LESJWA	Wood*	✓	✓	✓	✓	✓			✓	✓	✓
Canyon Lake Alum Effectiveness Monitoring	LESJWA	Wood*	✓		√	✓	✓	✓			√	✓
LE On-Call Harmful Algal Bloom Monitoring	City of Lake Elsinore	Wood	✓		√	1			✓	1	1	
LE Fisheries Management Program	LESJWA	Wood	✓		✓		✓	✓		1	1	✓
LE Holy Fire Sediment Plume Characterization	City of Lake Elsinore	Wood*	✓		✓	✓		✓	V	1	1	
Lake Hodges Wet & Dry Weather Monitoring	City of San Diego	Wood*		√	√	1		✓			1	
Riverside County MS4 Permit Watershed Monitoring Program	RCFC&WCD	Wood*		✓	✓	√	✓	✓	✓	√	√	✓
Regional Harbor Monitoring Program	Port of San Diego	Wood			✓	✓		✓	1	✓	✓	✓
San Bernardino County Stormwater Sampling	San Bernardino County Flood Control District	Wood*		√	✓	√	✓	✓			✓	
Tijuana River Estuary	City of San Diego	Wood*			✓	✓		√		✓	√	✓
Shelter Island Yacht Basin TMDL Support	Port of San Diego	Wood*			√	√	✓	√	1		√	✓
State-wide Biological Objectives	State Water Board	Wood						✓		√		✓
Region 9 Biological Objectives	Region 9 Water Board	Wood						✓		✓		✓
Santa Ana River Watershed Post-Fire Monitoring and Reporting – Holy Fire	RCFC&WCD	Alta NV5*		✓	✓	✓	✓	✓		✓	✓	✓
Santa Margarita River WQIP Wet Weather Monitoring	RCFC&WCD	Alta NV5*		✓	✓	√			✓	√	✓	
Paseo Santa Fe Green Streets Post-Construction Monitoring and Reporting	City of Vista	Alta NV5		✓	✓	✓		✓		✓	✓	✓

^{*}Also includes one or more of the contract analytical labs on our team for this program.

1. Lake Elsinore and Canyon Lake Nutrient TMDL Task Force – Consulting Services for Water Quality Monitoring Program Monitoring Plan and QAPP Development

Subconsultant to Haley & Aldrich for the LE/CL TMDL TF

Wood has helped develop in-lake monitoring components for the Lake Elsinore and Canyon Lake Nutrient TMDL Compliance Monitoring Plan for the LE/CL TMDL TF. This

effort included in-depth research of prior monitoring designs, historical monitoring data for both lakes, and development of current and potential strategies to reduce degraded water quality and fish kills related to eutrophication. As a part of these efforts (outside the TMDL compliance scope), Wood led the preparation of innovative special study ideas and designs to help assess monitoring methodology effectiveness and determine whether natural conditions water quality mav sustain zooplankton populations to control algal bloom densities. For cost-effective water quality condition evaluations, several of these ideas have been incorporated into the current



Storm clouds over Lake Elsinore

Monitoring Plan for TMDL compliance monitoring, including leveraging of past and current information gathered from existing water quality data sondes installed in Lake Elsinore. These sondes have been used by Elsinore Valley Municipal Water District (EVMWD) to assess dissolved oxygen concentrations to operate the air/water circulation system and provide a valuable set of continuous real-time data at little additional cost. The finalization of a revised QAPP for the LE/CL TMDL monitoring program is in progress.

Client: LESJWA 11615 Sterling Avenue, Riverside, California 92503

Client's Project Manager:

Rick Whetsel 11615 Sterling Avenue Riverside, California 92503 Tel: (951) 354-4222 Fax: (951) 688-8030 whetsel@sawpa.org

Mark Norton 11615 Sterling Avenue Riverside, California 92503 Tel: (951) 354-4221 Fax: (951) 688-8030 mnorton@sawpa.org

Award Date: 2014 Completion Date: 2015 Key Staff: Chris Stransky, John Rudolph

2. Lake Elsinore and Canyon Lake Water Quality Nutrient TMDL Monitoring Program Implementation

In July 2015, Wood was contracted by the LESJWA to implement the Lake Elsinore and Canyon Lake **TMDL** Comprehensive Phase Nutrient Compliance Monitoring Plan that our Team also helped to develop. This includes watershed-wide stormwater sampling to determine nutrient loading into Canyon Lake and Lake Elsinore from upstream watershed sources, as well as in-lake sampling to assess progress towards TMDL compliance. The watershed-wide monitoring consists of sampling three storm events each monitoring season (October 1st through April 30th) at four strategically selected locations within the San Jacinto watershed for a suite of nutrients and conventional analytes. In-lake monitoring consists of bi-monthly sampling at three locations in Lake Elsinore and four locations in Canyon Lake. Complete water column profile data (1-meter intervals) is recorded at all seven locations, including temperature,



Collection of depth-integrated water sample in Canyon Lake

dissolved oxygen, pH, and conductivity. The water column profile data is recorded in both the early morning and late afternoon to the capture diurnal temporal variability known to occur in these lakes. Depth integrated samples representing the entire water

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Client's Project Manager:

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Award Date: 2015

Completion Date: ongoing

Key Staff: Chris Stransky, John Rudolph, Kate Buckley, Claire Gonzales, Tyler Huff, Alta|NV5

column are collected at one location in Lake Elsinore and three locations in Canyon Lake and are analyzed for a suite of nutrients, total dissolved solids, and chlorophyll-a. Chlorophyll-a is also measured in a depth integrated sample collected from the top two meters of the water column. This "surface" chlorophyll is then compared to chlorophyll-a data derived from remote satellite imagery. In-lake sampling dates are selected to occur concurrent with satellite overpass days. Satellite images of the lakes are then analyzed using spectral algorithms to determine chlorophyll-a concentration.

3. Lake Elsinore Aeration and Mixing System (LEAMS) Monitoring Program

The permanent in-lake aeration system in Lake Elsinore is designed to mix the water column of the lake and push higher oxygenated water to the bottom in an effort to reduce the amount of phosphorus and nitrogen released from the sediments into the water column. As a result of this, the LE/CL TMDL Task Force stakeholders receive phosphorus and nitrogen offset credits that are applied to the TMDL BMP efforts. In an effort to validate the effectiveness of the aeration system in reducing the release of phosphorus and nitrogen from the



Lake Elsinore Water Quality Profile Measurements for the LEAMS

sediments, the Santa Ana Regional Board requires monitoring of its effectiveness. Wood was able to cost-effectively integrate this monitoring into the TMDL monitoring program in January 2019. This effectiveness monitoring program collects top, bottom, and depth-integrated samples for a suite of nutrients, iron, chlorophyll-a, and phytoplankton taxonomy on a year-round monthly basis, and twice a month in August and September when stratification is at its strongest point in the lake.

Client: LESJWA

11615 Sterling Avenue, Riverside, California

92503

Client's Project Manager:

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Mark Norton

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Award Date: 2019

Completion Date: ongoing

Key Staff: John Rudolph, Kate Buckley,

Claire Gonzales, Tyler Huff

4. Canyon Lake Alum Effectiveness Monitoring Program

In an effort to reduce phosphorus concentrations in Canyon Lake and thus reduce algal blooms, alum applications are performed in Canyon Lake twice a year, typically around February/March and again in September/October. The purpose of these applications is to strip available phosphorus out of the water column and provide a layer of alum on the lake bottom to sequester any phosphorus flux from the sediments. This has been proven effective towards both intended targets, as phosphorus and chlorophyll-a in the lake are much reduced from historic levels observed in



Water Quality Profile for the Canyon Lake
Alum Effectiveness Monitoring

the lake. The water temperature and pH can have a large impact on the efficiency of alum in sequestering phosphorus; hence LESJWA's contract with Wood to conduct pre- and post-alum application water quality monitoring on Canyon Lake to ensure

Client: LESJWA

11615 Sterling Avenue, Riverside,

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Client's Project Manager:

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Award Date: 2016
Completion Date: ongoing

the water parameters meet the conditions for maximum alum efficiency. In addition, total and dissolved phosphorus, along with total and dissolved aluminum, are measured pre- and post-alum application to determine the effectiveness of the alum at striping phosphorus for the water column and ensuring aluminum concentrations do not exceed allowable limits.

Key Staff: John Rudolph, Kate Buckley, Claire Gonzales, Tyler Huff

5. RCFC&WCD Santa Margarita River WQIP Wet Weather Monitoring

Alta|NV5 is conducting the Santa Margarita River Wet Weather Monitoring and Data Processing Services as outlined in the regional Water Quality Improvement Plan (WQIP). Annually, three wet weather monitoring events are conducted at two receiving water mass loading stations and five MS4 outfall locations are monitored once annually. Responsibilities include field reconnaissance, equipment installations, flow monitoring, automated sample collection, and wet weather event data collection. AltaINV5 formats all the field, chemistry, and toxicity monitoring data into CEDEN compatible data files and uploads the files into the CEDEN database.



Client: RCFC&WCD
Client's Project Manager:
Rebekah Guill,

Stormwater Monitoring Manager 1995 Market St., Riverside, CA 92501

Tel: (951) 955-2901 Fax: (951) 788-9965 rguill@rivco.org **Award Date:** 2017

Completion Date: Ongoing

The Alta|NV5 team conducts wet weather monitoring events three times annually.

2. Scope of Work

This section presents our team's approach to successfully completing each project task listed in the RFP. The Wood team offers many benefits over other consultants stemming from our intimate historical knowledge of the program, scientific expertise, and regulatory knowledge and trust. We strive to maintain the same dedicated and experienced team which has served the LE/CL TMDL TF under the previous TMDL monitoring contract while adding strategic team members with specialized expertise. Our team of experienced professionals brings a wealth of experience and tools to help the LE/CL TMDL TF achieve its objectives. This staff continuity ensures a minimal learning curve, as our team thoroughly understands the TMDL monitoring program, the proposed revised TMDL, as well as the LE/CL TMDL TF priorities and procedures.

Our team brings the expertise, commitment, and capacity to implement a high-quality watershed and lake monitoring program that ensures compliance, meets deliverable due dates, and provides program efficiency and effectiveness. Our highly trained and experienced staff are well prepared to implement consistent and objective sample process design, sampling methods, sampling techniques, equipment calibration and maintenance, and quality control to ensure accurate monitoring and data collection. Our team understands the importance of data defensibility and that programs must adhere to industry standards to assure data quality and validity.

These benefits originate from a consistent, proven, and committed project team with a track record of high-quality deliverables for the LE/CL TMDL TF. We are confident that following a review of this section, the LE/CL TMDL TF will have overwhelming confidence in our team's ability to continue to successfully implement the Lake Elsinore and Canyon Lake Water Quality Monitoring Program on time, on budget, and with the highest degree of quality.

Most importantly, we understand that this Phase 2 effort is no ordinary monitoring program. These watersheds are unique and challenging in that riverine input to the lakes is limited due to the intermittent nature of the San Jacinto River and

other tributaries to the lakes in arid Riverside County. Furthermore, water quality in Lake Elsinore is challenged by the natural geography of this terminal lake at the bottom of multiple watersheds, to which flows are further restricted by the presence of a dammed reservoir just upstream. While Canyon Lake receives flow from the upper watershed, it is important to note that Canyon Lake is essentially composed of two physically distinct water bodies: (1) the deeper and more open western main body; and (2) the much shallower and more constricted eastern arm, where the main tributary, Salt Creek, enters. The differing characteristics of these sections of the lake create separate and distinct water quality conditions; greater eutrophication is consistently apparent in the eastern arm of the lake, while the main lake body tends towards stronger stratification. All of these factors are well known by the Wood Team, and we are poised to meet these challenges head-on through innovative and cost-efficient techniques that have characterized our performance on the Nutrient TMDL monitoring contract thus far.

Elements included to support the compliance monitoring are based on the specific scope of work requirements listed in the RFP. Specific tasks are highlighted below, with a brief summary of our expertise and experience related to each one, including details of the work to be completed, equipment utilized, project deliverables, and responsible staff.

Task 1 - Coordination with Lake Elsinore Canyon Lake TMDL Task Force

Wood staff and key team partners have extensive experience working and coordinating with the LE/CL TMDL Task Force, including storm event sampling, alum application monitoring, and fine-tuning the implementation of the TMDL and LEAMS monitoring programs. We have an outstanding reputation for providing meeting support for complex multi-stakeholder programs. Many of these programs have challenges and scopes of work similar to those of the Lake Elsinore and Canyon Lake Nutrient TMDL

"the best TMDL Technical Report that I have seen in my over 30 years working at 3 different Regional Boards"

> Ken Theisen Santa Ana Regional Water Board

program. As the Program Manager, Mr. Stransky has extensive involvement with the LE/CL TMDL TF since 2015 and will be able to draw from his decades of experience in regional stakeholder programs and assisting with the draft Lake Elsinore and Canyon Lake Nutrient TMDL Revision Technical Report to help guide the future of this monitoring program. The stakeholders will also be supported at meetings by Mr. Rudolph and/or Mr. Engelhorn, both of whom are highly regarded technical experts in their respective fields and have a strong relationship with the LE/CL TMDL TF and individual stakeholders. Having helped draft the Phase 2 Monitoring Work Plan and QAPP, these task leaders have a strong grasp on the Lake Elsinore and Canyon Lake monitoring requirements and the numerous monitoring challenges of these specific lakes and their associated watershed. All Wood team members are active participants during local scientific committee and stakeholder meetings related to various water and sediment quality issues pertinent to the health of local water bodies.

In addition, several of our team's identified leads for the LE/CL Water Quality Monitoring Program are routinely sought out by clients to provide comments and input on new regulatory requirements on their behalf. In many cases, our staff have been asked to participate in the development of regional and statewide initiatives prior to public distribution. For example, Mr. Stransky has been sought out by both the EPA and the California Stormwater Quality Association (CASQA) to provide comments and suggestions on the Statewide Toxicity Policy and associated statistical methods proposed prior to public distribution. Mr. Stransky was also recently sought out by the EPA to participate in an expert workshop in Washington D.C. related to the assessment of toxicity impacts from episodic exposures, the only private consultant invited to join the workshop. In addition, Mr. Rudolph has been influential during the development of the BioStimulatory-BioIntegrity Policy and Biological Objectives Policy at the State Water Board and Region 9 Water Board respectively, participating in numerous stakeholder meetings and providing technical feedback to the Boards on behalf of our clients. These are just a few examples of our team's ability to perform as an effective regulatory liaison for the LE/CL stakeholders. Our outstanding technical reputation and communication skills on the regulatory side bring a level of trust that is critical to helping bring about positive change.

Our team offers extensive historical knowledge dating back to Phase 1 of the monitoring program. In addition to serving as the TMDL monitoring lead since 2015, Wood staff have compiled all available watershed and lake data dating back to 2001 and have developed a programmatic historical database. Mr. Engelhorn of Alta|NV5 has provided stormwater monitoring services for the TMDL TF since 2011.

Task 2 - Contract with Analytical Laboratories

The Wood team will continue to contract with qualified and certified analytical laboratories for all monitoring services under this program. Selecting the right laboratory for this program is of the utmost importance. In order to effectively support the goals of TMDL, the monitoring program must ensure the use of appropriate laboratory methods to meet project goals including sufficiently low method detection/reporting limits (MDL/RL) and a stringent QA/QC program. Several comments from the peer-review panel of the Revised TMDL Technical Report reiterated the importance of appropriately low MDLs/RLs to adequately track the progress of the efforts towards meeting the TMDL compliance goals. The Wood team has vetted numerous certified laboratories through technical cost proposals to ensure the selection of the most qualified/best value firms to participate in our LE/CL TMDL team. Wood decided to utilize two certified analytical laboratories, Weck Laboratories and Babcock Laboratories, under this contract in order to ensure that the required MDL/RLs are met for all analytes and that there is analytical service redundancy in the case of a downed instrument or other unforeseen lab issues.

Wood has also requested each of its sub-service partners to identify a single point of contact for QA/QC-related issues. Essentially, Wood is requiring that all data generated by its sub-service providers (field collection and laboratories) be fully reviewed, verified, and approved by signature prior to being forwarded to the Wood project management team for additional review and analysis. In addition, Wood will require its field personnel and laboratories to report any QA/QC issues immediately to the Wood Project Manager, not simply as part of its data deliverable after the fact.

Task 3 - Monitoring Program Implementation

Monitoring Plan

The development of a well-conceived Monitoring Plan with stakeholder and regulatory approval is key to a monitoring program's success. The Monitoring Plan is critical for laying out program goals and objectives, key questions, QA/QC requirements, and making certain that data are collected in an appropriate manner and with sufficient statistical rigor to enable the program to answer project-specific monitoring questions. Monitoring programs performed without sufficient thought regarding study design run the risk of either collecting data that have little ability to detect anything but large-scale changes, or wasting resources by collecting excess unnecessary data. The Wood team has a long history of contributing to the sampling design and associated analyses for complex and large-scale monitoring programs.

Accordingly, Wood helped draft the latest Monitoring Plan and QAPP that the Nutrient TMDL program currently operates under. An extensive understanding of prior studies and historical data is of critical importance when developing a Work Plan. Our team has already spent substantial effort reviewing previous data and has been involved in either the data collection or data QA/QC for all available prior datasets for the LE/CL monitoring program. To develop the Monitoring Plan, we used our unique knowledge of the lakes and the associated watershed, along with our strong grasp of the wealth of information already existing for both lakes. The result was a Monitoring Plan that lays the groundwork for a cost-effective approach to assess progress toward compliance with current TMDL requirements, while also looking forward by providing data of the proper type to support future analyses and decisions.

Monitoring Program Overview

Our team has a long history of executing successful complex, and challenging monitoring programs in freshwater, marine, and estuarine environments with nutrient concerns. A few recent relevant examples (detailed further in our resumes and project descriptions) include the following:

- Lake Elsinore Canyon Lake Nutrient TMDL Monitoring Program, Riverside County
- LEAMS Effectiveness Monitoring, Lake Elsinore
- Canyon Lake Alum Effectiveness Monitoring Program, Canyon Lake
- City of Lake Elsinore Cyanotoxin As-Needed Monitoring, Lake Elsinore
- City of Lake Elsinore & Santa Ana Regional Water Board In-lake Holy Fire Sediment Characterization
- City of San Diego Lake Hodges Nutrient TMDL
- Lindo Lake Water Quality Monitoring and Nuisance Algae Blooms Response, City of San Diego

- RCFC&WCD As-Needed Stormwater NPDES Services (Santa Margarita River wet weather receiving water monitoring, Holy Fire Post-Fire monitoring and reporting)
- Regional Harbor Monitoring Program, San Diego County
- City of San Diego Famosa Slough Nutrient TMDL

As mentioned previously, the Wood Team has provided monitoring services for the LE/CL TMDL TF under the previous five-year contract period. During that time, we have become very familiar with both lakes and the watershed runoff dynamics, allowing us to develop a cost-effective methodology and enabling integration with other regulatory programs by leveraging resources. This was particularly evident through the combining of the TMDL monitoring effort with the LEAMS effectiveness monitoring program at Lake Elsinore. These two programs were just different enough in sample design to have been previously sampled separately by two different consultants, yet the programs shared many elements as well. Wood field teams were able to leverage and coordinate the TMDL monitoring to incorporate the LEAMS program parameters, thereby saving the Lake Elsinore stakeholders valuable funds that could then be used for other aspects of the monitoring program.

We pride ourselves on our attention to detail not only in collecting samples and reporting data, but also in carefully scrutinizing data even as it is being collected in the field. Our team is keenly aware of the often-dramatic temporal and spatial variability in Lake Elsinore, including diurnal cycles of dissolved oxygen due to phytoplankton photosynthesis and respiration; changes in phytoplankton distribution and resulting chlorophyll-a concentrations due to both biotic and abiotic factors (i.e., light and wind patterns); and the close link of stratified temperature and dissolved oxygen in Canyon Lake, all of which can have substantial influence on sample representation. Wood has responded to these characteristics by implementing additional no-cost data collection efforts on both lakes to better understand their internal dynamics. These include:

- Performing morning and afternoon water quality profiles on both lakes to capture extreme fluctuations of temperature and dissolved oxygen in the upper water column (see Wood TMDL 2016-17 Annual Report Appendix F);
- 2. Attaching surface mounted dissolved oxygen data sondes to the Elsinore Valley Municipal Water District (EVMWD) in-lake sondes to fill a dissolved oxygen data gap in the upper 1-meter of the water column that the EVMWD probes do not capture (additional new data used by Dr. Alex Horne
- Mounting an array of seven sondes at Site CL07 in Canyon Lake for an entire annual cycle to better understand the relationship between the thermocline and dissolved oxygen, leading to a more accurate assessment of DO dynamics and concentrations in the lake.

in LEAMS calculations), and

Additional observations and photographs during data collection efforts are also critical to document conditions during monitoring and to help tease out potential confounding factors during the data analysis and reporting stage. Our team's experience and expertise lead to appropriate foresight and planning to evaluate and address these issues before and during data collection efforts.

Wood has been on the forefront of algal and invertebrate community monitoring, having been one of the first firms in California to be trained to use the current SWAMP algal sampling



Storm Event Monitoring at San Jacinto River at Goetz Road in January 2019

protocol in both routine NPDES and regional monitoring programs, and has participated in the monitoring of stream and lake invertebrate populations since the late 1990s. This experience has led to a deep understanding of the connection between nutrients (and other constituents) and biological response indicators.

Watershed Stormwater Monitoring

Our team has a long-standing relationship with the LE/CL TMDL TF and has complete familiarity with the watershed-wide stormwater monitoring program. Mr. Engelhorn has been responsible for implementing all watershed stormwater monitoring activities since 2011. Mr. Engelhorn will serve as the primary point of contact for the watershed-wide stormwater monitoring program, communicating regularly with the LE/CL TMDL TF and ensuring the successful implementation of the program.

Our knowledge of the San Jacinto River Watershed, our understanding of the unique weather patterns in the area, and our pre-storm planning enable us to efficiently and successfully implement the monitoring program. Our attention to proper installation and careful weather tracking enables us to cost-

Delivering Effective Program Support:

- ✓ Over nine years of experience implementing the Lake Elsinore and Canyon Lake Nutrient TMDL Watershed-wide Storm Monitoring Program
- ✓ Proven commitment to high-quality services and capacity to ensure continued compliance

effectively mobilize our sampling crews to avoid excessive field costs and false starts. With local resources, our team has the capacity and ability to rapidly deploy staff to conduct sampling and support other needs with quick turnaround time requirements. In addition, all our staff participate in yearly storm season training, review pre-storm checklists, and review the project Monitoring Plans and QAPP to ensure that the team provides consistent sampling procedures and accurate water quality data.

The team will successfully implement monitoring, sampling, analysis, QA/QC, and data management in accordance with the QAPP. Our data management and QA team has extensive experience in CEDEN formatting and uploading. We will continuously upgrade the data input process, structure, QC, and delivery of the database to respond to LE/CL TMDL TF needs. The Wood team is committed to identifying ways to integrate the required monitoring programs and maximize the value of the data collected to show progress toward TMDL compliance. Our team includes regulatory experts that have supported municipalities assimilating diverse datasets in annual reporting for an organized and clear presentation of monitoring results.

Our current and historical knowledge of the program and other monitoring programs within the watershed will ensure that the monitoring is properly implemented to comply with the LE/CL Nutrient TMDL and to demonstrate progress toward attaining compliance with respective waste load allocations (WLAs) and/or TMDL response targets.

Monitoring Site Preparation

Our team will prepare all sampling equipment, site-specific logbooks, detailed analyte lists, and a pre-storm checklist to ensure all equipment needs and sampling requirements are met for each monitoring location. Prior to the monitoring season (October 1 through April 30), field staff will install ISCO 6712 automated samplers, Teflon-lined sample tubing, and intake strainers at each monitoring location. The equipment will be housed inside existing Knaack equipment boxes bolted on concrete pads at each monitoring location. Our field technicians will inspect all equipment, make necessary repairs, and ensure that all equipment is calibrated and functioning properly. Monitoring equipment will be calibrated immediately prior to deployment or use and will be field verified for proper

Table 4. Watershed Monitoring Stations										
Location Number and Description	Historical Database Station Number									
Site 3- Salt Creek at Murrieta Road	745									
Site 4- San Jacinto River at Goetz Road	759									
Site 6- San Jacinto River at Ramona Expressway	741									
Site 30- Canyon Lake Spillway	841									

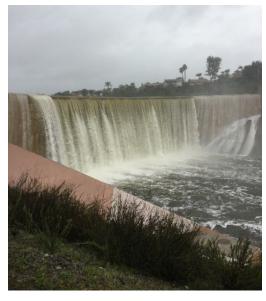
sample volume pacing prior to each sampling event. All calibrations will be conducted in accordance with the manufacturer's specifications. We are acutely aware of the importance of collecting quality data through consistent quality controls for calibrating (and post-calibrating) field equipment, applying thorough QA/QC practices throughout, and validating data for accuracy and defensibility.

Wet Event Monitoring

In accordance with the Phase 2 Monitoring Plan and QAPP, the team will conduct water quality monitoring for up to three qualifying storm events each monitoring season (October 1 through April 30) at the four historical sampling stations

located throughout the San Jacinto River Watershed with discharges to Lake Elsinore and Canyon Lake (Table 4). Three of the four sites are inputs to Canyon Lake originating from the main stem of the San Jacinto River, Salt Creek, and the watershed above Mystic Lake. The fourth site, located below the Canyon Lake Dam, is the input entering Lake Elsinore from Canyon Lake and the upstream watershed (when the dam is spilling). The sampling stations are located in proximity to stream gauge stations installed by the US Geological Survey.

The sampling location along the San Jacinto River at Ramona Expressway is located downgradient of Mystic Lake, an area of land that is subsiding. Flow has not been observed at this location since a strong El Niño event in the mid-1990s. Because of the active subsidence, this sampling station is not expected to flow except under extremely high rainfall conditions. The team anticipates that stormwater monitoring will generally be conducted each monitoring season at Site 3, Site 4, and Site 30. This scope of work includes the labor and equipment associated with monitoring all four sites three times per monitoring season. It is anticipated that in a monitoring season when Canyon Lake Dam spills over and sampling is conducted at Site 30, approximately four to five separate sample events (included in the scope of work and budget) will be needed to complete the required monitoring at Site 3, Site 4, and Site 30. This is due to the fact that the



Storm Event Monitoring at Canyon Lake Spillway in February 2019

Canyon Lake Dam will generally spill over midway through the monitoring season after early-season events at Site 3 and Site 4 have already been completed. The additional fourth and fifth events may be necessary to conduct sampling at Site 30 up to three times when Canyon Lake Dam spill overs during the latter part of the monitoring season.

Throughout the monitoring season (October 1 through April 30), the team will continually monitor the weather forecast to keep up to date on upcoming storm events and to coordinate with the RCFC&WCD and LE/CL TMDL TF to identify storms for mobilization and discuss go/no-go decisions for sampling events. The factors that will be used to proceed with mobilization include antecedent moisture conditions, National Weather Service (NWS) digital point forecasts, and NWS quantitative precipitation forecasts. The storm size criteria for mobilization are a forecast storm rainfall total of greater than 1 inch within a 24-hour period from October to January, and a forecast storm rainfall total of greater than 0.5 inches within a 24-hour period from January to May.

As described in the Monitoring Plan, flow-weighted composite sample collection protocols will be used during each sampling event. The flow-weighted sampling provides representative sample coverage across the hydrograph and provides accurate and representative event mean concentration (EMC) and load calculations. Flow-weighted composite samples will be collected using automatic sampling equipment. Sample aliquots will be collected across the hydrograph of the storm event; the first sample aliquot will be taken at or shortly after the time that stormwater runoff begins, and each subsequent aliquot of equal volume will be collected at intervals of approximately 1/2 to 2 hours across the rising limb (increasing flow), the peak, and the falling limb (decreasing flow) of the hydrograph, depending on the forecast size of the storm event. Flow rates and volumes will be based on data from US Geological Survey stream gauges located near the sampling stations. Upon completion of sampling, field teams will download the flow data and subsample each discrete sample to create a single flow-weighted composite sample for laboratory analysis.

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

In-Lake Monitoring

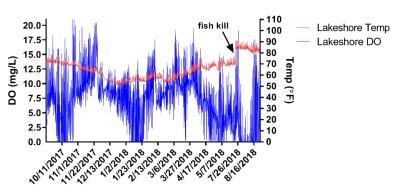
Having led the in-lake portion of the monitoring program for the previous 5-years, Wood is thoroughly familiar with all aspects of the current Nutrient TMDL Monitoring Program, as well as the LEAMS and Canyon Lake Alum Effectiveness monitoring programs. Because of his extensive history with this monitoring program as well as a variety of other freshwater monitoring programs, Mr. Rudolph will again serve as the primary point of contact for the in-lake monitoring portion of this program. He will be responsible for communicating regularly with the LE/CL TMDL TF and ensuring successful implementation of the in-lake monitoring.

As shown in the Organization Chart (Figure 1), Wood has expert staff available in both our San Diego, Riverside, and Costa Mesa offices to provide responsive and reliable support, if needed. In addition, Mr. Steve Wolosoff and Dr. David Caron have been brought on-board our team to address specific as-needed out-of-scope technical items that may arise during the term of this contract. Specifically, with the anticipation of the revised TMDL coming into effect during the term of this contract, Mr. Wolosoff will be an invaluable source of knowledge to benefit LE/CL TMDL TF during its implementation phase. Additionally, with USEPA publishing final 304(a) criteria for cyanotoxins in June 2019, and the recommendation in the Revised TMDL Technical Report to evaluate how to address cyanotoxin data as part of the routine TMDL monitoring program if USEPA published this criterion, Dr. Caron's expertise in this subject matter would provide valuable insight for this discussion.

In-lake compliance monitoring under the Nutrient TMDL Program is described in detail in the 2016 updated Monitoring Plan, the Canyon Lake Alum Application Program Water Quality Monitoring Memorandum, and the LEAMS Effectiveness Monitoring Plan. Wood has been able to incorporate all of these monitoring programs into one streamlined effort by leveraging field teams and efforts. We are able to complete the monitoring of both lakes on a single day with two teams consisting of two experienced staff members each.

One of the challenges in monitoring these lakes is the diurnal cycle of dissolved oxygen. The lowest levels of dissolved oxygen are typically observed in the early morning hours due to respiration of algae at night, while the highest dissolved oxygen levels are observed in the midafternoon due to algae photosynthesis. Wood added twice daily water quality measures to the 2016 Monitoring Plan revision to capture this known variability, as prior monitoring recorded DO at only a single point during the day, which can lead to a skewed, non-representative interpretation of the data depending on when it was recorded. The morning and afternoon

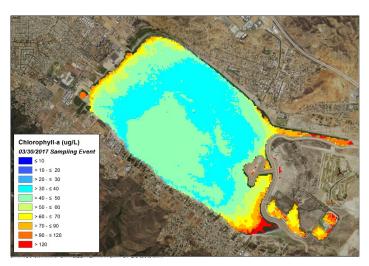
Dissolved Oxygen and Temperature Surface Data Prior to 2018 Lake Elsinore Fish Kill



vertical profile monitoring provided valuable insight into the dynamics of both lakes. While this monitoring regime will continue under the current Monitoring Plan, it is likely that this morning/afternoon profiling will be discontinued under the revised Work Plan when the new TMDL comes into effect. This monitoring data will be replaced through the use of data provided by the in-situ EVMWD sondes permanently installed in Lake Elsinore and supplemented by Wood's dissolved oxygen sondes mounted to the EVMWD sondes to capture real-time DO concentrations at the surface.

Concentrations of nutrients (nitrogen, phosphorus, and ammonia) and total dissolved solids typically vary substantially less both temporally and spatially than DO. All analytes measured will be collected at the single location in Lake Elsinore (Site LE02) and the four locations in Canyon Lake (CL07, CL08, CL09, and CL10) as depth-integrated samples for TMDL compliance. The LEAMS samples will be collected as a combination of depth-integrated samples and specific-depth grab samples. LEAMS sampling will coincide with the TMDL events to most efficiently and cost-effectively utilize the TMDL samples as required duplicates for the LEAMS program. Analytical samples for these programs will be collected prior to noon during each sampling event to avoid suspended sediments potentially stirred up from the bottom of the lake as a result of the frequent afternoon winds.

Capturing a representative chlorophyll-a sample has also been identified as a significant challenge in both lakes because of high spatial and temporal variability. Satellite imagery is a powerful, innovative tool to capture a robust and representative measure of this key parameter for TMDL compliance. Wood has contracted with EOMAP for its remote sensing capability using a combination of LandSat and Sentinel-2 satellite imagery to estimate chlorophyll-a and turbidity concentrations. From these images maps of the lakes showing graphical, color-coded images of chlorophyll-a and turbidity concentrations are produced representing up to approximately 1,000 unique data points across Canyon Lake and approximately 11,000 unique data points across Lake Elsinore. Having TMDL monitoring dates coincide with satellite imagery provides a snapshot of lake-wide conditions at a given point in time that a single water sample cannot provide, allowing the TMDL TF to have a wider contextual view of data used for compliance purposes. Wood has taken this a step further by quantifying the data presented in the



Wood used satellite imagery to develop maps showing significant chlorophyll variability across the lake.

satellite images into cumulative frequency distribution (CDF) plots showing lake-wide chlorophyll-a concentrations based on individual pixels from the satellite measurements and superimposing the in-lake compliance grab sample along the curve.

The LE/CL TMDL TF stakeholders will be kept up to date on monitoring progress throughout the year with concise quarterly summary reports of in-lake results. These reports will consist of dates and locations sampled, methods utilized, summaries of water quality profiles and analytical samples, satellite imagery, and any problems encountered in the field or QA/QC issues with the data. Similarly, the multiple lines of data collected under the LEAMS monitoring program will be collated and summarized into an EDD tabular format on a monthly basis and submitted to EVMWD.

Quality Assurance and Quality Control

High-level and continuous QA/QC review of all field monitoring and analytical data is of utmost concern to Wood and so we are committed to implementing an across-the-board QA/QC structure. This structure will be built upon the lessons learned from Wood's 2016-2020 monitoring period under this contract and will be designed to ensure that field and analytical programs are well- planned and executed, and that deliverables meet the highest degree of QA/QC achievable. We

"The [LEAMS] sampling data is of high quality – so thanks John and his lab and field crews"

Dr. Alex Horne Professor Emeritus, Ecological Engineering University of California, Berkeley

recognize the extended and intense scrutiny on data collected as a part of this program, which can have substantial implications on the stakeholders under the current complex and often contentious regulatory climate. We understand the pressures on the LESJWA and stakeholders to ensure defensible data; all reported data, therefore, must hold up to the highest level of scrutiny. We take great pride in a well-established and strict QA/QC program with multiple layers of checks throughout. Our QA program is designed to:

- 1. Ensure that sample collection and testing are performed in accordance with applicable protocols and regulations and meet acceptability criteria;
- 2. Ensure test performance accuracy and precision; and
- 3. Provide a defined data and reporting pathway with documented QA/QC checks and qualified peer review throughout the entire collection, analysis, and reporting process. Only experienced and properly trained staff will participate in data collection, analysis, and reporting efforts. A senior staff member will be directly involved in all data collection activities, as highlighted in our staff responsibilities matrix.

To attain this goal, Wood has identified the following highly qualified and experienced project team members to fulfill the QA/QC key roles. Our QA/QC leadership team includes Chris Stransky as the Program QA/QC officer, John Rudolph for the overall planning and execution of the program. Mr. Rolf Schottle of Wood as our lead chemist for review and validation of analytical data, and Dave Renfrew for watershed flow and analytical monitoring. These four senior QA/QC managers have had extensive involvement in regional monitoring programs and are considered to be the top of their fields. An additional layer of QA/QC will entail detailed field checklists that will encompass all aspects of planning and execution of the field activities. Project-specific checklists applicable to data analysis and reporting have been used during the previous 5-year contract and will continue to be used for this program.



The Wood Team will be revisiting the lessons learned from the 2015-2020 TMDL Monitoring Program to guide implementation of the 2020-2023 program. For example, our technical team identified and filled data gaps found in previous monitoring data sets. Moving forward, this knowledge gained allows the LE/CL TMDL TF Agencies, environmental and resource managers, and regulators to be more confident that the lake status and trends observed in the program are based on sound and accurate science.

QA/QC for sampling processes will include the proper collection of the samples to minimize the possibility of contamination. Water quality samples will be collected and delivered to the chemistry laboratory within the proper temperature and hold time requirements allowing for adequate sample processing at the laboratory. Samples will be collected in laboratory-supplied and certified, contaminant-free sample bottles. Field staff will wear powder-free nitrile gloves at all times during sample collection. Sample chain-of-custody (COC) forms will be reviewed to ensure that sample labels and proper documentation procedures were followed.

This proven QA/QC approach will ensure that all monitoring data are acquired in accordance with QAPP requirements, which in turn will allow the Wood project management team, as well as the LESJWA Agencies, to have the utmost confidence in the accuracy and validity of the monitoring results.

Task 4 – Data Management

Analytical data will be reviewed and verified by our team lead chemist, Rolf Schottle, to determine whether the data quality objectives have been met and whether appropriate corrective actions have been taken, when necessary. Mr. Schottle will be responsible for following up on any QA/QC issues identified as a part of the QA/QC review. After completion of the data review and a QA/QC verification for reporting, the results in electronic format will be imported into team's database system.

All analytical data collected during each monitoring event will be reviewed, formatted, and submitted to the LE/CL TMDL TF on an annual basis in both the annual report and via Electronic Data Deliverable (EDD). In addition, all data will be formatted into CEDEN compatible format and uploaded to CEDEN on a monthly basis. Submittal receipts can be provided upon request.

Task 5 – Attendance at Technical Advisory Committee Meetings

Our team will regularly attend LE/CL TMDL TF and Technical Advisory Committee (TAC) meetings to provide updates on monitoring activities and present summaries of monitoring progress and results. As appropriate, the team will develop and deliver PowerPoint presentations to summarize the monitoring results in a clear and comprehensive format. Over the past 5 years of this contract these meetings have proven to be a valuable opportunity to interact with the various stakeholders and showcase the extra value that the Wood team has brought to the LE/CL Monitoring Program. Additionally, our team will continue to attend meetings where our presence is not required at no cost to the TMDL TF to keep abreast of the latest developments and issues and be available to respond to any questions that may arise.

Task 6 - Draft and Final Annual Water Quality Monitoring Report

The team will prepare a draft and final Lake Elsinore and Canyon Lake Nutrient TMDL Annual Water Quality Monitoring Report at the completion of each monitoring season. The report will incorporate the results of the watershed-wide storm monitoring data, all in-lake water quality monitoring data collected, and satellite imagery for the full year. An electronic copy of the draft report in Microsoft Word® format will be provided for LE/CL TMDL TF review. At least two weeks will be provided for the LE/CL TMDL TF to review the draft report. Once all the comments have been received, a comment-response matrix will be assembled, and the revised draft report re-submitted along with the response matrix. After it has been determined that all comments have been adequately addressed, the report will be finalized, and an electronic PDF copy of the final report shall be submitted to LESJWA. All analytical data and draft/final reports will undergo a multi-tiered internal peer review process prior to submittal to the LE/CL TMDL TF.

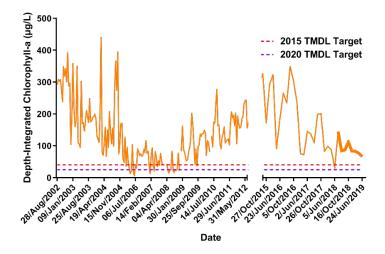
Prior vetted data for LE/CL and the associated watersheds will continue to be integrated to better assess trends in water quality. The ability to use historical data with consistent methods is critical for attaining program goals to evaluate progress toward TMDL compliance. The Wood team is well-versed in program trend analysis methods and many other more advanced and powerful statistical and graphical procedures that have proven to be beneficial for the LE/CL monitoring program and will continue to be used. In such monitoring programs, analysis of statistical power and potential confounding factors is extremely important. We have extensive experience with these integral components and an outstanding reputation for investigating and addressing trends in water quality.

The combined statistical and data analysis expertise of the team will be used to generate overall program conclusions that are based on a synthesis of data across disciplines (e.g., water quality, chemistry, and biology). The ability to properly identify appropriate methods and convey the information in a clear and concise format is essential. Graphical

presentations are often a very effective way of conveying both simple and complicated datasets and analyses. Mr. Stransky and Mr. Rudolph have extensive backgrounds in statistical methods and will oversee the analytical and graphical methods required for the core TMDL compliance monitoring program and any potential special studies.

Task 7 - 2020 TMDL Compliance Report

A TMDL compliance report based upon targets outlined in the original 2004 Lake Elsinore and Canyon Lake Nutrient TMDL is required to be submitted to the Santa Ana Regional Board in early Spring 2021. As mentioned previously, Wood has been intimately involved in the TMDL monitoring program since updating the Work Plan in 2014 and performing the in-lake TMDL compliance monitoring since 2015. In addition, our team partner Alta|NV5 has performed the TMDL stormwater compliance monitoring since 2011. Our team has an intimate working knowledge of this program beyond that of any other consultant, and have helped update the program's monitoring program to address data gaps that will assist in



No data available from June 2012-July2015 2015 TMDL target of 40 μg/L is annual average to be attained by 2015 2020 TMDL target of 25 μg/L is annual average to be attained by 2020 Bold represents current monitoring year July 2018-June 2019

determination of 2020 compliance, while also looking forward to the projected revised TMDL which we have assisted with drafting. Furthermore, our team has already compiled historical TMDL water quality compliance data for Lake Elsinore and Canyon Lake from numerous disparate sources into one harmonized database, allowing easy generation of data tables, figures, and graphs. Our team also has a close working relationship with the Task Force Regulatory Strategist, Mr. Tim Moore, along with Mr. Steve Wolosoff of CDM Smith and Mr. Richard Meyerhoff of GEI Consultants, who have led many of the technical aspects of the revised TMDL. We have also all been working closely together on responding to comments on the revised TMDL on behalf of the RWQCB. All the above-mentioned experience and working relationships will make completing the 2020 TMDL compliance report technically sound and as streamlined as possible.

Task 8 – Americans with Disabilities Act (ADA) Standards for Accessible Design

Wood is committed to making sure that all of our deliverables will be compliant with the new ADA Standards for Accessible Design. Our team is knowledgeable of Universal Design Principles and incorporates these into our work whenever possible.

Cost Control

Wood uses an intranet-based cost tracking system known as BST®. The basic tools of this system are weekly electronic timesheets and real-time cost reports. Timesheets are filled out daily by all employees and show the hours charged to each separate project in which an employee is participating for each day of the week. Weekly cost reports for each project task are generated the week following timesheet submission and can be viewed online by project managers. Our financial tracking system permits easy/accurate preparation of monthly invoices, project manager budget tracking, and subconsultant documentation.

3. Description of Equipment

Our team has all the equipment required for both the watershed and in-lake monitoring components of the program. Our available equipment includes field instrumentation, such as two fully equipped US Coast Guard-approved 23-foot Boston Whaler boats, peristaltic pump ambient water samplers, Teledyne ISCO 6712 Automated Samplers, a calibrated YSI ProDSS Multiparameter unit that can be attached to a field laptop for real-time continuous profiling of multiple water quality parameters (pH, DO, temperature, conductivity, and ORP), sediment cores and grabs, two YSI Inc. 6600 series water quality probes (or equivalent device) for in situ watershed measurements, real-time in-situ temperature, DO, conductivity datasondes, plankton sampling equipment, and a variety of other biota sampling equipment. Our team also keeps duplicate equipment on hand as a contingency in the event of equipment malfunction during any field operation.

Our field technicians always inspect all equipment prior to field efforts and make necessary repairs to ensure that all equipment is calibrated and functioning properly. Monitoring equipment will be calibrated immediately prior to deployment or use and will be field verified for proper sample volume prior to each sampling event. All calibrations will be conducted in accordance with the manufacturer's specifications.

The Wood team will also coordinate with the Canyon Lake Marine Patrol for mussel inspection prior to each monitoring event.



Wood uses a YSI meter for real-time continuous monitoring of water quality.

4. Project Schedule

A proposed annual timeline, including monitoring and reporting activities for the LE/CL Monitoring Program, is provided in Table 5. We have put considerable thought into the required logistics as they relate to the schedule, including consultation with our subconsultants on any timing challenges and restrictions they may have. Wood will coordinate in-lake monitoring events with satellite overpasses well in advance to ensure that satellite chlorophyll-a estimates can be ground-truthed to in-lake analytical samples.

Wood feels it is important for the LE/CL stakeholders to be engaged and have an opportunity to review data collected as soon as possible prior to when the draft and final comprehensive reports are prepared. Before the submittal of each draft annual report, available data collected from the prior annual cycle will be presented to stakeholders at a Task Force meeting. This sharing of results provides an opportunity not only to share and discuss findings but to ensure that the level of QA/QC required is met and agreed upon by all stakeholders prior to subsequent data analysis and incorporation into subsequent annual reports. It also provides an opportunity to address any concerns that the Wood team, the LE/CL TMDL TF, and other stakeholders may have before proceeding.

Our team thoroughly understands that developing a realistic completion schedule to the satisfaction of the LE/CL TMDL TF is the key to the success of this program. The approach we have formulated and the team we have assembled are specifically geared to meet the schedule presented below for each monitoring year. For the schedule, we have assumed a start date of July 1 and identified a tentative project completion date of October 1 for each monitoring year.

	Table 5. LE/CL TMDL Monitoring Program Schedule of Activities and Deliverables										
	Description	Start Date (First Year)	Finish Date (First Year)								
1.	Project Management, Administration	07/01/2020	09/01/2021								
2.	Meeting Attendance, Monitoring Updates	07/01/2020	06/30/2021								
3.	Stormwater Monitoring Site Preparation	07/01/2020	10/01/2020								
4.	Wet Event Monitoring	10/01/2020	04/30/2021								
5.	In-Lake Monitoring ^a	07/01/2020	06/30/2021								
6.	Data QA/QC, CEDEN Formatting and Uploads	07/01/2020	09/30/2021								
7.	Draft Quarterly Summary Reports ^b	Within 60 days of final monitoring event of each quarter									
8.	Draft Annual Report	09/30/2021									
9. Final Annual Report Within 2 weeks of receipt of all stakes the stake of the stakes of the stake											

^a Monthly LEAMS and Lake Elsinore monthly summer sampling to begin July 2020, Bimonthly Canyon Lake sampling to begin August 2020.

^b Three quarterly reports will be generated. The annual report will serve as the 4th quarterly report.

5. Compensation Budget

Following is our fee proposal, which closely follows the specific tasks required in the RFP. We have put considerable thought into the details and logistics of the programs to maximize efficiency while providing a high-quality service. Descriptions of activities specific to each main task are included in the header of the detailed fee summary where individual subtasks have been broken out as appropriate. At this time, the cost proposal does not include funds for any out-of-scope items that may be requested including solicitation of expert support from Dr. David Caron and Steve Wolosoff.

2020-2021 Lake Elsinore and Canyon Lake Nutrient TMDL Compliance Monitoring Implementation Fee Proposal Summary

Task	Description	Combined Total (\$)
TASK 0	Project Management/Admin	\$8,560
TASK 1	Coordinate Activities with TMDL Task Force	\$2,490
TASK 2	Contracting with Laboratories	\$0
TASK 3	Implement Monitoring Program	\$163,863
TASK 4	Data Management	\$ 8,380
TASK 5	Attend Lake Elsinore and Canyon Lake TMDL Technical Advisory Committee Meetings (includes Preparation of PowerPoint Presentations)	\$17,001
TASK 6	Draft and Final Annual Water Quality Monitoring Report	\$33,380
TASK 7	Support 2020 TMDL Compliance Support	\$7,780
TASK 8	Americans with Disabilities Act (ADA) Standards for Accessible Design	NA
	ANNUAL PROGRAM GRAND TOTAL	\$241,455
	ANNUAL MONITORING PROGRAM GRAND TOTAL (w/o Task 7)	\$233,675

Exceptions

Wood does not have any exceptions to the RFP or the Draft LESJWA Contract Agreement. Through this submission we understand, acknowledge, accept, and will comply with all the terms, conditions, and criteria in the draft Contract Agreement for this RFP.

				La	ake Elsino	re & (Canyon L	ake N	lutrient	TMD	L and LE	EAMS	Complia	ance	Monitor	ing Imp	plemer	ntation	1 for 202	0-202	21									
			sk 0 - Project gement & Admin	Activ	I - Coordination vities w/ TMDL Task Force		- Laboratory ntracting				Task 3 - Ir	nplemen	nt Monitoring P	Programs	:				4 - Data agement		t 5 - Task • Meetings			Task	6 - Reportin	g		Com	7 - TMDL pliance pport	
LABOR	Rate	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs A	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Subtotals
Wood and Alta NV5 PMs	\$ 190.00	18	\$3,420	12	\$2,280			34	\$6,460		\$0		\$0		\$0		\$0	6	\$1,140	40	\$7,600		\$0		\$0	24	\$4,560	16	\$3,040	
Wood Asst PM	\$ 165.00	20	\$3,300		\$0		\$0		\$0	36	\$5,940	36	\$5,940	12	\$1,980	8	\$1,320		\$0	48	\$7,920	18	\$2,970		\$0	24	\$3,960	16	\$2,640	
Alta NV5 Asst PM	\$ 150.00																	16	\$2,400							28	\$4,200			\$6,600
Wood Project Scientist	\$ 140.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Alta NV5 Project Scientist	\$ 130.00 \$ 120.00		40		00		60		**	36	\$4,320	24	\$2,880		\$0		\$0		60		60		\$0		\$0				60	\$0 \$7,200
Wood Field Manager 2 Wood and NVI5 Field Manager 1	\$ 120.00		\$0	2	\$0 \$210		\$0	140	\$14,700	108	\$4,320 \$11,340	68	\$2,880	12	\$1,260	50	\$5,250	4	\$0 \$420	10	\$0 \$1,050	32	\$3,360		\$0	32	\$3,360	20	\$2,100	
Wood Scientist 2	\$ 100.00		\$0		\$0		\$0		\$14,700	36	\$3,600	36	\$3,600	12	\$1,200	48	\$4,800		\$2,000	10			\$3,300		\$1,200	30	\$3,000	20	\$2,100	
AltaINV5 Scientist 2	\$ 95.00		\$0		\$0			48	\$4 560	30	Ψ3,000	30	ψ0,000		\$0	40	¥4,000	20	Ψ2,000		\$0 \$0	32	\$5,200	12	Ψ1,200	30	\$5,000		\$0	
AltaINV5 Scientist 1	\$ 90.00		\$0		\$0			132	\$11,880				 		\$0			2	\$180		\$0								\$0	
Scientist 1	\$ 70.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$2,240		\$0	20	\$1,400		\$0	10	\$700		\$0	
Wood GIS	\$ 140.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,120		\$0		\$0		\$0	\$1,120
Alta NV5 GIS	\$ 120.00		\$0		\$0		\$0		\$0						\$0						\$0								\$0	\$0
Alta NV5 Word Processing	\$ 75.00		\$0		\$0		\$0		\$0						\$0						\$0 \$0								\$0	
Wood Word Processing	\$ 70.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0				\$0		\$0	5	\$350		\$0	
Wood and Alta NV5 Proj Admin	\$ 115.00	16	\$1,840		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
	\$ -		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL LABOR		54	\$8,560	14	\$2,490	0	\$0	354	\$37,600	216	\$25,200	164	\$19,560	24	\$3,240	106	\$11,370	80	\$8,380	98	\$16,570	110	\$12,050	12	\$1,200	153	\$20,130	52	\$7,780	\$166,350
DIRECT COSTS	Rate	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units A	Amount	Units	Amount	Units	Amount	Units	Amount	
Mileage	\$ 0.575		\$0		\$0		\$0	1,200	\$690	1,200	\$690	900	\$518	300	\$173	600	\$345		\$0	750	\$431		\$0		\$0		\$0		\$0	\$2,846
In-lake Monitoring			\$0		\$0		\$0	37	\$330	41	\$3,230	24	\$2,010	0	\$0	16	\$1,340		\$0		\$0		\$0		\$0		\$0		\$0	\$6,910
Watershed Monitoring			\$0		\$0		\$0	37	\$4,989		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$4,989
TOTAL DIRECT COSTS			\$0		\$0		\$0	37	\$6,009		\$3,920		\$2,528		\$173		\$1,685		\$0		\$431		\$0		\$0		\$0		\$0	\$14,745
LABORATORY																														
Laboratory Chemistry Testing LE	\$ 560.00		\$0		\$0		\$0		90	10	\$5,600		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$5,600
	\$ 2.512.00		\$0		\$0		\$0		\$0	10	\$0,000	6	\$15.072		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
SWAMP EDDs	\$ 30.00						\$0		\$150	8	\$240		\$0		\$0	4	\$120						\$0		\$0		\$0		\$0	\$510
Laboratory Chemistry Testing Watershed	\$ 305.00		\$0 \$0		\$0 \$0		\$0	14	\$4,270		\$0		\$0		\$0		\$0		\$0 \$0		\$0 \$0		\$0		\$0		\$0		\$0	
Laboratory Chemistry Testing LEAMS (stand alone)	\$ 1,541.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$6,164		\$0		\$0		\$0		\$0		\$0		\$0	\$6,164
	\$ 1,140.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$9,120		\$0		\$0		\$0		\$0		\$0		\$0	
Courier for 2 non-concurrent LE events Weck courier for stormwater samples (Lab to Oside)	\$ 150.00 \$ 192.00		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$960	2	\$300 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0	\$300 \$960
	\$ 192.00 \$ 10,583.33		\$U \$0		\$0		\$0		008¢		\$5,292		\$5,292		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$U \$0		\$U \$0		\$0 \$0	\$960 \$10,583
	\$ 10,363.33								ΨO						**		**								Ψ0				\$ 0	
TOTAL LABORATORY			\$0		\$0		\$0		\$5,380		\$11,432		\$20,364		\$0		\$15,404		\$0		\$0		\$0		\$0		\$0		\$0	\$52,579
WOOD LABOR TOTAL			\$8,560		\$2,490		\$0		\$37,600		\$25,200		\$19,560		\$3,240		\$11,370		\$8,380		\$16,570		\$12,050		\$1,200		\$20,130		\$7,780	\$166,350
LABORATORY TOTAL			\$0	1	\$0		\$0		\$5,380		\$11,432		\$20,364		\$0		\$15,404		\$0		\$0		\$0		\$0		\$0		\$0	
PROJECT SUPPLIES			\$0		\$0		\$0		\$6,009		\$3,920		\$2,528		\$173		\$1,685		\$0		\$431		\$0		\$0		\$0		\$0	
G&A (Items B,C,D,E)	0.00%		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	+	\$0		\$0		\$0	\$0
G&A/PROFIT ON ODCs	0%		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
TASK TOTAL		+	\$8,560		\$2,490		\$0		\$48,989		\$40,552		\$42,451		\$3,413		\$28,459		\$8,380		\$17,001		\$12,050		\$1,200		\$20,130		\$7,780	\$241,455
																												GRAND	TOTAL	\$241.455
Additional As-Needed Staff Rates					+ +																							1 1		72,400
Auditional As-Neceucu Stan Rates				_		+				_																				
Steve Wolosoff	\$201																										I	GRAND without		\$233,675

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LESJWA BOARD MEMORANDUM NO. 2020.12

DATE: April 16, 2020

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 LESJWA Board approve a new Agreement and Task Order in order to secure continued support of Tess Dunham under the following:

1. LESJWA General Services Agreement with Kahn Soares & Conway.

2. Task Order KSC160-01 with Kahn Soares & Conway in the amount not to exceed \$78,389 for the remainder of FY 2019-20 and for FY 2020-21, to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force.

DISCUSSION

On March 16th, Tess Dunham of Somach Simmons & Dunn announced to LESJWA staff that she was transitioning from Somach Simmons & Dunn over to a new firm, Kahn Soares & Conway effective March 31, 2020. Tess Dunham has supported the Lake Elsinore & Canyon Lake TMDL Task Force as the regulatory advisor since her agreement for services and task orders were approved by LESJWA on August 14, 2019. Ms. Dunham was originally selected through a competitive RFP process and was unanimously supported and recommended by the Task Force to support the Task Force for FY 19-20 and FY 20-21. Ms. Dunham replaced Tim Moore of Risk Sciences who has now semi-retired and is providing limited support to LESJWA primarily with support of consultant's responses to peer review comments on the TMDL Update Basin Plan Amendment.

Ms. Dunham indicated that the reason for this firm change was that with her role as more of a regulatory advisor as opposed to a legal advisor, her previous firm and she felt this transition would be a better fit for providing those services.

A new Agreement for Services and task order with Tess Dunham of Kahn Soares & Conway has been prepared for the Lake Elsinore and Canyon Lake TMDL Task Force for the LESJWA Board review and approval. The SAWPA Commission approved a new Agreement for Service and several new task orders with Tess of Kahn Soares & Conway April 7th.

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 20-21 Budget for LESJWA.

Attachments:

- 1. Agreement for Services with Kahn Soares & Conway
- 2. Task Order No. KSC160-01 with Kahn Soares & Conway

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AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this **16**th **day of April**, **2020**, by and between the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) whose address is 11615 Sterling Avenue, Riverside, CA. 92503, and Kahn, Soares & Conway, LLP ("Consultant") whose address is 1415 L Street, Suite 400, 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.
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by LESJWA to Consultant pursuant to this Agreement.

AGREEMENT

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

ARTICLE I TERM OF AGREEMENT

1.01 Term of Agreement. This agreement shall become effective on the date first above written and shall continue until **December 31**, **2023**, 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 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

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 (Government Code, Section 12290 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant, and its subcontractors, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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

LAKE ELSINORE & SAN JACINTO W	ATERSHEDS AU	THORITY
Phil Williams, LESJWA Chair	Date	
KAHN, SOARES & CONWAY, LLP		
(Signature)	Date	Print/Type Name and Title

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY TASK ORDER NO. KSC160-01

CONSULTANT: Kahn, Soares & Conway, LLP VENDOR NO.: 2266

1415 L Street, Suite 400 Sacramento, CA 95814

COST: \$78,389.00

PAYMENT: Upon Proper Invoice

REQUESTED BY: Mark Norton, Water Resources & Planning Manager April 16, 2020

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: April 16, 2020; LES#2020.12

This Task Order is issued upon approval and acceptance by the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) and Kahn, Soares & Conway, LLP (Consultant) pursuant to the Agreement for Services between LESJWA and Consultant, entered into on April 16, 2020, expiring December 31, 2023.

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 for the remainder of FY 2019-20 and 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 April 16, 2020 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 \$78,389.00 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 SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

- **a.** The 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 WATE	ERSHEDS AUTHO	PRITY
Phil Williams, LESJWA Chair	Date	
KAHN, SOARES & CONWAY, LLP		
(Signature)	 Date	Print/Type Name and Title

Attachment A

KAHN SOARES & CONWAY FISCAL YEAR 2019/2020 STARTING APRIL 1, 2020 – JUNE 30, 2020 REGULATORY SUPPORT FOR THE LAKE ELSINORE CANYON LAKE NUTRIENT TMDL TASK FORCE

The cost estimate provided here has been updated. At this time, Theresa Dunham provides regulatory facilitation services to the Lake Elsinore/Canyon Lake Nutrient TMDL Task Force. Starting April 1, 2020, Theresa Dunham will join Kahn, Soares & Conway in Sacramento, California. Theresa Dunham will continue to work closely with Risk Sciences to avoid duplicating work efforts, and will coordinate with Risk Sciences on all activities.

Theresa Dunham will work closely with the Task Force and its consultants to support adoption of the TMDL revisions before the Regional Water Quality Control Board, 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. As of this writing, travel costs may decrease for the remainder of the Fiscal Year due to COVID-19 related travel restrictions.

TASK	ESTIMATED TIME/COST
Task 1 – Prepare for Task Force Meetings	4 hours per meeting – (assumes 7 meetings)
Review and edit materials	\$345 x 28 hours = \$9,660
Confer with T. Moore	7343 X 20 Hours - 75,000
Task 2 – Prepare Materials for Task Force Meetings (in primary role)	2 hours per meeting – 3 meetings
 Prepare draft agendas and other materials 	(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

Task 4 – Task Force Communications	2 hours nor mooting (assumes 7 mootings)
	2 hours per meeting – (assumes 7 meetings)
 Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings 	\$345 x 14 hours = \$4,830
 Conference calls with Santa Ana Water Board staff to discuss documents 	
 Task 5 – Regional and State Water Board hearings 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 	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.) \$345 x 50 = \$17,250
 Communicate with U.S. EPA, as determined necessary 	
Task 6 – Travel Costs	\$400 air costs per trip (average cost for Southwest Airlines between SMF and Ontario – costs may be less if booked significantly in advance)
	\$150 rental car costs per trip
	\$50 airport parking per trip (assuming two days of travel)
	\$150 hotel costs (one night per trip)
	\$750 per trip x 7 = \$5,250/2 = \$2,625
	(Assumes cost share for travel costs with at least one other task force)
	Plus one additional trip for attendance at the Santa Ana Regional Board hearing on the TMDL Revisions (\$750.00)
	Total Travel Costs - \$3,375
TOTAL ESTIMATED COSTS	\$42,015 FY 2019/2020

TOTAL SPENT AUGUST 1, 2019 –MARCH, 31, 2020	\$20,071
REMAINING OF ORIGINAL ESTIMATE	\$21,944

KAHN, SOARES & CONWAY 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 has been adjusted to include costs associated with a new task 5 that were originally estimated for Fiscal Year 2019/2020. Such activities are now anticipated to occur in fiscal year 2020/2021, thus costs have been deducted from the previous fiscal year and added here.

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	4 hours per meeting – (assumes 7 meetings)
Review and edit materials	\$345 x 28 hours = \$9,660
 Coordinate with other consultants, as necessary 	, , , , , , , , , , , , , , , , , , , ,
Coordinate with LESJWA staff	
T I O D A A A A A A A A A A A A A A A A A A	
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	2 hours per meeting – (assumes 7 meetings)
 Conference calls with Task Force members and/or consultants to discuss documents in advance of Task Force meetings 	\$345 x 14 hours = \$4,830
 Conference calls with Santa Ana Water Board staff to discuss documents 	

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

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DATE: April 16, 2020

TO: LESJWA Board of Directors

SUBJECT: 2020 LESJWA Water Summit

PRESENTED BY: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors receive and file status report about the LESJWA Water Summit originally scheduled for April 29, 2020 but is now postponed.

BACKGROUND

The LESJWA Water Summit is held every other year. The last Summit was held on April 18, 2018 and was held at Diamond Club at the Lake Elsinore Diamond Stadium. The Summits provide an opportunity to invite elected officials and staff of the Lake Elsinore and Canyon Lake TMDL Task Force agencies to hear about important accomplishments of LESJWA, the nutrient TMDLs, and future implementation projects. Prior to 2018, the Summits have been held at public facility meeting rooms and started in the morning and ended before the lunch hour. Two years ago, the LESJWA Education and Outreach Committee suggested that the event be held at a paid and hosted facility, Diamond Club, and that a minor fee be collected from each attendee for lunch. Feedback from some indicated that potential attendees didn't see value in attending unless there is some registration/luncheon fee and that lunch is provided. Based on the number of attendees from the 2018 LESJWA Water Summit, 80 people, this new approach was successful reflecting about a 60% increase.

Based on suggestions by the City of Lake Elsinore representative on LESJWA, Robert Magee and supported by the LESJWA Education and Outreach Committee, the 2020 LESJWA Summit was planned for April 29, 2016 from 9:30 am – 1:00 pm at the new Community Hall at the Launch Pointe Recreation Destination and RV Park in Lake Elsinore. The LESJWA Chair was to introduce the Summit and the speakers that were lined would have provided a good cross-section of the current and future activities of LESJWA and the LE/CL TMDL Task Force.

However, on March 9, 2020, staff reached out to DeGrave Communications to prepare contingency plans should the Summit need to be cancelled or postponed due to concerns with the spread of the Coronavirus. Liselle DeGrave of DeGrave Communications indicated she would proceed with preparations based on our request. On March 12, 2020 after warning advisories were formally issued by the California Department of Public Health recommending the postponement of all events with larger gatherings of people to prevent the spread of the Coronavirus, staff reached out to the LESJWA Chair, Phil Williams, to seek his concurrence that it would be in the best interest of all Summit participants to delay the event to later in the year. Once concurrence was received, DeGrave Communications prepared and distributed an announcement of the postponement of the future Summit event to a yet to be determined date later in the year. Staff anticipates that the line up of speakers for the LESJWA Water Summit will be able to attend and speak at the Summit once is rescheduled.

RESOURCES IMPACT

Sufficient funding has been provided in the approved LESJWA FY 2019-20 Budget under the Education and Outreach program for the LESJWA Summit.

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DATE: April 16, 2020

TO: LESJWA Board of Directors

SUBJECT: Lake Elsinore Advanced Pumped Storage Project (LEAPS) Update

PREPARED BY: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors receive and file status report on Nevada Hydro Company's, Inc. (Nevada Hydro) Lake Elsinore Advanced Pumped Storage (LEAPS) Project.

BACKGROUND

On March 10, Nevada Hydro offered a tour of the Lake Hodges Pump Storage Project for interested parties. The invitation was extended to LESJWA staff and Board as well as several local organizations, the Regional Board and the City of Lake Elsinore. In total, approximately 12 people attended the event including LESJWA's Authority Administrator, City of Lake Elsinore staff, Lake Elsinore Hang Glider Association President, and some local residents. The tour was effective in helping to visualize operations of a pump storage project with this one located at Lake Hodges in San Diego. This project located in San Diego County was originally not designed to be a power generation project but rather was a modification made to a larger county-wide Emergency and Carryover Storage Project to improve water supply reliability by the San Diego County Water Authority.

The Lake Hodges Pumped Storage Facility project includes the pumping of water from Lake Hodges to Olivenhain Reservoir providing the ability for SDCWA to store 20,000 acre-fee of water. As the water flows down from Olivenhain Reservoir to Lake Hodges, it generates 40 megawatts of energy on demand, helping to manage temporary peak electrical demands or unplanned outages. The facilities also create revenue and help offset operating costs for SDCWA.

The pump stations for the Lake Hodges project extends 10 stories underground and houses two 28,000 horsepower pump turbines. Each turbine is capable of generating 20 megawatts of electricity. Electricity generated by the pump turbines is transmitted to an outdoor switchyard, then to a 69-kilovolt power line that connects to the local transmission system.

Photos of the tour and from the fact sheet are attached. The biggest difference between the two facilities, Lake Hodges and the LEAPS project, is the sheer size. LEAPS envisions 500MW generating capacity while Lake Hodges has capacity to generate 40 MW. Further, the subterranean substation envisioned for LEAPS would be 30 stores underground and contain two 250 MW reversible pump turbines while the Lake Hodges Facility is 10 stories underground and contains two 20 MW reversible turbines. Lake Hodges, where water is pumped from for storage and released to from the upper lake, has a maximum depth of 115', while Lake Elsinore has a maximum depth of 42'.

Overall, the LEAPS project would consist of the following: (1) a new upper reservoir with a 260-foot high main dam and storage of 5,972 acre-feet to be located in the mountains above Lake Elsinore, (2) a 25 foot diameter concrete power shaft and power tunnel with two steel lined penstocks, (3) an underground powerhouse with two reversible pump-turbine units with a total capacity of 500 megawatts, (4) an existing lower reservoir (Lake Elsinore), and (5) about 32 miles of 500 kV transmission line connection the project to an existing transmission line owned by Southern California Edison located north of the proposed project and to an existing San Diego Gas & Electric Company transmission line located to the south.

LESJWA staff also contacted Chase Hideburn from the State Water Resources Control Board to get the latest status on the project NEPA and CEQA process as well as the approval of an MOU (among SWRCB, the Applicant and an environmental consultant hired by Nevada Hydro). On August 30, 2019, the City of Lake Elsinore filed its motion to intervene and comments with the Federal Energy Regulatory Commission (FERC). FERC was soliciting motions to intervene and protests as stated in their notice dated July 26, 2019. In late 2019, Karmina Padgett, Water Resource Control Engineer, Division of Water Rights for SWRCB reported that their agency has filed a Notice of Intervention following FERC's acceptance of a Final License Application (FLA). This is a standard protocol for the State Board and allows them to participate in the process moving forward. They are likely to have items to comment on, once the CEQA process commences. Ms. Padgett stated that LEAPS must also go through the NEPA process as well. In this case, because the applicant is not a public agency, the State Water Board will be the CEQA-lead agency. In order to fulfill CEQA requirements, the applicant must enter into a third-party MOU contract (between SWRCB, the Applicant and an environmental consultant hired by Nevada Hydro).

In discussions with the State Board in Jan. 2020, staff has learned that Ms. Padgett has been reassigned and the new project manager is Mr. Chase Hildeburn PE. Mr. Hildeburn reports that MOU is still in the works with some delays from the Applicant as well as some updates to the document based on State Board feedback, but the State hopes to have that executed in the next 60 days. As far as the overall licensing process, State Board is currently waiting for FERC to satisfy the Forest Service's request for additional information and file their Notice of Intent to prepare an Environmental Impact Statement. Once the NOI is filed, a joint public scoping meeting for the NEPA and CEQA processes will be scheduled. The latest update on the status of this meeting would be early 2020.

Also in regard to the FERC license and based on an Executive Order 13807 which requires Federal agencies to process environmental reviews and authorization decisions for "major infrastructure projects" as One Federal Decision ("OFD"), FERC is the designated lead for all federal agencies who will need to approve the project. This would include US Forest Service, ACOE and US Fish & Wildlife. We understand that LEAPS will be the first hydroelectric license application to be processed under the OFD mechanism.

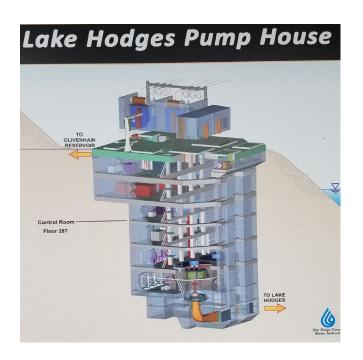
A status report about the project will be made by a LEAPS representative to the LESJWA Board as requested by the LESJWA Board.

BUDGET IMPACT

None.

Attachments:

- 1. Lake Hodges Pumped Storage Tour Photos
- 2. Lake Hodges Pumped Storage Fact Sheet
- 3. LEAPS Project Comparison









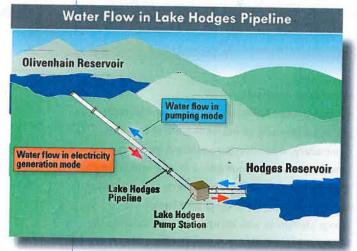


Lake Hodges Pumped Storage Facilities



Improving Water and Energy Reliability

In recent years, the San Diego County
Water Authority has imported more than
80 percent of the county's water supplies.
The Lake Hodges Pumped Storage Facilities
will help keep water flowing throughout the
region if an earthquake or drought were to
cut off imported water deliveries.



During periods of high energy demand, water stored in Olivenhain Reservoir is released downhill to Hodges Reservoir. As the water passes through the Lake Hodges Pump Station, it activates the pump turbines, generating electricity. At times of low energy demand, the same turbines pump water 770 feet uphill from Hodges to Olivenhain.

The facilities connect the City of San Diego's Hodges Reservoir with the Water Authority's Olivenhain Reservoir. The connection provides the ability to store up to 20,000 acre-feet of water at Hodges

Benefits of Lake Hodges Facilities

- Provide emergency water storage for up to 50,000 homes
- Make water from Hodges Reservoir available for distribution throughout the county
- Create enough on-demand electricity generation capacity for 26,000 homes

Reservoir for emergency use. One acre-foot is approximately 325,900 gallons, enough to supply 2.5 single-family households of four for a year. The connection makes water from Hodges Reservoir available for use throughout the region. Previously, it only served two local water districts.

The facilities ensure the ability to add imported water during dry seasons to maintain minimum water levels in Hodges Reservoir. They also provide the ability to move captured runoff for regional benefit during rainy seasons.

As water flows down the pipeline from Olivenhain Reservoir into Hodges Reservoir, it generates up to 40 megawatts of energy on demand, helping to manage temporary peak electrical demands or unplanned outages. The facilities also create revenue and help offset operating costs.









Lake Hodges Projects

Building Reliability

Construction of the Lake Hodges facilities began in 2005, and the facilities began operations in 2012. The components include an underground pipeline, a pump station, an electrical switchyard and an inlet-outlet structure.

In spring 2007, the 1.25-mile-long pipeline connecting both reservoirs was completed. The 10-foot diameter steel pipeline rises 770 feet in elevation from Hodges Reservoir to Olivenhain Reservoir.

The pump station extends 10 stories underground and houses two 28,000 horsepower pump turbines. Each turbine is capable of generating 20 megawatts of electricity. Electricity generated by the pump turbines is transmitted to an outdoor switchyard, then to a 69-kilovolt power line that connects to the local transmission system.

The inlet-outlet structure is located below the surface of Hodges Reservoir. Linked to the pump station through a 200-foot-long tunnel, it moves water back and forth between the reservoir and the pump station.



Avoiding Impacts

The Water Authority strives to avoid and minimize impacts to the environment and the community. A landscape architect incorporated community input into a landscape plan to help restore the land temporarily impacted by the construction project and blend the pump station in with its natural surroundings at Hodges Reservoir.

For more information, go to sdcwa.org/
lake-hodges-projects.



A pipeline between Olivenhain Reservoir (left) and Hodges Reservoir (right), can deliver water from Hodges into the Water Authority's aqueduct system.



4677 Overland Ave. San Diego, California 92123-1233 858.522.6700

sdcwa.org









Project Comparison



Lake Elsinore Pumped Storage Project

Generating Capacity: 500MW



Lake Hodges Pumped Storage Facility

Outdoor substation with 69kv overhead transmission.

Overhead transmission from adjoining switchyard.

Generating Capacity: 40MW

Substation

Outdoor substation with 500kv underground transmission. Underground transmission from substation up mountain.

Lower Reservoir

Lake Elsinore: 68,000 acre feet.

Upper Reservoir

Decker Canyon Reservoir: 5,972 acre feet.

Earthen Dam: 260 ft tall.

Lower Reservoir

Substation

Lake Hodges Reservoir: 30,251 acre feet.

Upper Reservoir

Olivenhain Reservoir: 24,000 acre feet.

Concrete Dam: 318 ft tall.

Water Conduits

Penstock constructed via tunneling.

Penstock Tunnel: 25 ft diameter steel pipe, .5 miles long.

Water Conduits

Penstock constructed via tunneling.

Penstock Tunnel: 10 ft diameter steel pipe, 1.25 miles long.

Powerhouse

Subterranean substation 30 stories underground.

Contains two, 250 MW reversible pump turbines.

Powerhouse

Subterranean substation 10 stories underground.

Contains two, 20 MW reversible turbines.

Water Source

Colorado River.

Water Source

Colorado River.

DATE: April 16, 2020

TO: LESJWA Board of Directors

SUBJECT: Lake Elsinore Proposition 1 Grant Application Status

PREPARED BY: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors receive and file status report regarding the Physical Harvesting of Algal Biomass in Lake Elsinore, a pilot project seeking grant funding from 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.

In October 2019, the City of Lake Elsinore staff worked closely with SAWPA staff to collect data and prepare the final SAWPA grant application to DWR which includes the City of Lake Elsinore's project along with the 10 other projects short listed by SAWPA for grant funding. The final grant application was submitted to DWR on Nov. 1, 2019. On January 10, 2020, DWR sent an email to SAWPA requesting additional documentation for the application. The documentation was compiled and submitted to DWR on January 17, 2020. The announcement of the draft SAWPA funding grant award for this project as well as other projects submitted by SAWPA to DWR is anticipated in April 2020 by DWR. A funding agreement between DWR and SAWPA would then be developed over the following months along with a subgrantee agreement between SAWPA and Lake Elsinore.

In addition to the Prop 1 IRWM grant funding, the City of Lake Elsinore was approached in December 2019 by AECOM about an EPA grant application for \$1 million dollars that the City of Lake Elsinore could apply for working with AECOM. The grant application would be to conduct a pilot scale project to look at nano bubble technology to address blue green algae blooms at Lake Elsinore. The grant includes a research component and some pilot application. If successful, this work could also support the Prop 1 IRWM Round 1 grant application work that the City of Lake Elsinore will be conducting to support pilot scale algae removal technologies. No feedback has been heard yet regarding the EPA grant application yet.

RESOURCES IMPACT

None

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DATE: April 16, 2020

TO: LESJWA Board of Directors

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

PREPARED BY: 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 Lake Elsinore and Canyon Lake TMDL Task Force activities.

DISCUSSION

All work has now been completed and submitted by the LE/CL TMDL Task Force consultants in responding to extensive peer review comments for the Draft Staff Report/TMDL Revision Technical Report (TMDL Revision Technical Report) for Lake Elsinore, Canyon Lake, and the San Jacinto Watershed. 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. The Regional Board is now reviewing the responses to the peer review comments. The next step after the review if the responses are deemed adequate would be the scheduling of a new Public Hearing for the Board to consider adoption before June 2020.

The LE/CL TMDL Task Force activities continue to support the TMDL update and monitoring activities. LESJWA/SAWPA staff prepared a draft FY 20-21 Budget and presented to the Task Force on March 25, 2020. The budget was considered acceptable by the task force and approved.

With the forthcoming 10-year deadline for TMDLs approaching, Dec. 31, 2020, the Regional Board had requested that the Task Force conduct analysis to determine if the TMDL parties are in compliance with the 10-year rolling average TMDL values. The Regional Board indicated that they would need this information by July 2020 in order to determine whether they should issue a Time Schedule Order (TSO) so that the deadline for compliance could be extended. This decision to issue the TSO will also depend on whether the newly revised TMDL standards are adopted before July 2020. This analysis will be completed by Wood Inc. and submitted to SAWPA by June 30, 2020.

Also, as part of the fishery management plan and survey being conducted by Wood, the results of the fish tissue analysis have now been completed. Interest had been expressed by the LESJWA Board in the fish tissue analysis and whether they could inform the public that the fish caught from the lake was safe to consume particularly in light of the 2016 303d Listing of DDT and PCB levels as possible contaminants of concern. Fortunately, all fish tissue sample collected and analyzed showed that the DDT and PCB levels were well below State standards. Consequently, the weight of evidence now indicates that there is sufficient justification for removing this water segment-pollutant combination from the section 303(d) list for these constituents.

BUDGET IMPACT

None