

Lake Elsinore & San Jacinto Watersheds Authority



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

LESJWA BOARD OF DIRECTORS SPECIAL MEETING

EVMWD, 31315 Chaney Street, Lake Elsinore, CA 92530

or

To Join Zoom Virtual Meeting

<https://sawpa.zoom.us/j/88260091241?pwd=UkcrN3FVV2tPb1VVMU1WZUxnVE5Gdz09>

or Telephone Access 1 (669) 900-6833

Meeting ID: 882 6009 1241 | Passcode: 838422

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

MONDAY, APRIL 24, 2023 – 4:00 P.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Dale Welty, 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).

Members of the public may make comments in-person or in writing for the Board’s consideration by sending them to publiccomment@sawpa.org with the subject line “LESJWA Public Comment”. Submit your written comments by 5:00 p.m. on Sunday, April 23, 2023. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Please note, individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Board.

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.

A. APPROVAL OF MEETING MINUTES: FEBRUARY 16, 20235
Recommendation: Approve as posted.

B. TREASURER’S REPORT: JANUARY AND FEBRUARY 2023.....9
Recommendation: Approve as posted.

- C. [TMDL TASK FORCE MEETING MINUTES: FEBRUARY 15, 2023 | MARCH 28, 2023 ... 25](#)
Recommendation: Approve as posted.
- D. [EDUCATION AND OUTREACH COMMITTEE STATUS REPORT JANUARY 23, 2023 AND MARCH 27, 202335](#)
Recommendation: Approve as posted.

6. **NEW BUSINESS**

- A. [FUNDING AGREEMENT AMENDMENT #2 WITH RCFC&WCD \(LES#2023.03\).....41](#)
Presenter: Mark Norton
Recommendation: Approve Funding Agreement Amendment #2 with RCFC&WCD which authorizes support for the implementation and administration of watershed programs for Lake Elsinore and Canyon Lake through the end of FY 2027-2028.
- B. [LESJWA ADMINISTRATIVE SUPPORT \(LES#2023.04\)49](#)
Presenter: Mark Norton
Recommendation: Approve continuing support of LESJWA administration using SAWPA staff for the next two budget cycles (four fiscal years); and if desired, direct staff to prepare an agreement between SAWPA and LESJWA for SAWPA’s role as the JPA administrator for approval at a future Board meeting.
- C. [LESJWA FYE 2024 AND 2025 BUDGET \(LES#2023.05\)51](#)
Presenter: Mark Norton
Recommendation: Approve the FYE 2024 and 2025 LESJWA budget and invoice each LESJWA member agency and RCFC&WCD at the start of the new fiscal year based on contribution levels as reflected in the budget.
- D. [LESJWA BUSINESS PLAN UPDATE/WORKPLAN/STRATEGIC PLAN OPTIONS \(LES#2023.06\)61](#)
Presenter: Mark Norton
Recommendation: Discuss options on whether to update the LESJWA Business Plan to reflect strategic priorities or possibly develop a new Workplan that provides focus and direction for the LESJWA Board; and direct staff to update the 2014 LESJWA Business Plan and include strategic priorities reflecting feedback of LESJWA Board members, LE/CL TMDL Task Force consultants and staff.
- E. [EDUCATION AND OUTREACH CONSULTANT SUPPORT \(LES#2023.07\)63](#)
Presenter: Mark Norton
Recommendation: Approve the General Services Agreement and Task Order No. DEGR477-06 with DeGrave Communications, Inc. for an amount not-to-exceed \$87,900 for the LESJWA Education and Outreach for Fiscal Years 2023-24, 2024-25, and 2025-26.
- F. [REGULATORY AND FACILITATOR SUPPORT FOR LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE \(LES#2023.08\)121](#)
Presenter: Mark Norton
Recommendation: Approve the General Services Agreement and Task Order KSC160-03 with Kahn, Soares & Conway, LLP in the amount not-to-exceed \$ 136,000 (\$74,000 for FY 2023-24 and \$62,000 for FY 2024-25) to continue to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force.

G. ADOPT RESOLUTION IN RECOGNITION OF MARK R. NORTON 133

Presenter: Dale Welty

Recommendation: Adopt Resolution No. 2023-01 recognizing Mark R. Norton who is retiring as Special Projects Manager of SAWPA and Authority Administrator of LESJWA, concluding a career in public service spanning more than 32 years.

7. ADMINISTRATOR’S COMMENTS

8. DIRECTORS’ COMMENTS

9. CLOSED SESSION

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

10. ADJOURNMENT

PLEASE NOTE:

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4244 or email zramirez@sawpa.org. 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

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

Declaration of Posting

I, Zyanya Ramirez, Clerk of the Board of the Lake Elsinore and San Jacinto Watersheds Authority declare that on Tuesday, April 18, 2023, a copy of this agenda has been uploaded to the LESJWA website at www.mywatersheds.com and posted at LESJWA’s office, 11615 Sterling Avenue, Riverside, California.

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2023 - 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 16, 2023 [at 3:00 p.m.]	April 20, 2023 [Cancelled] April 24, 2023 [Special Meeting]
June 15, 2023	August 17, 2023
October 19, 2023	December 21, 2023

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**LESJWA BOARD OF DIRECTORS MEETING
REGULAR MEETING MINUTES
FEBRUARY 16, 2023**

DIRECTORS PRESENT

Dale Welty, Chair, City of Canyon Lake
 Robert Magee, Vice Chair, City of Lake Elsinore
 Andy Morris, Secretary-Treasurer, Elsinore Valley Municipal Water District
 Brenda Dennstedt, Santa Ana Watershed Project Authority
 Karen Spiegel, County of Riverside [Arrived at 3:11 p.m.]

DIRECTORS ABSENT

None

ALTERNATE DIRECTORS PRESENT; NON-VOTING

Steve Manos, City of Lake Elsinore

STAFF PRESENT

Mark Norton, Rachel Gray, Rick Whetsel, Karen Williams, Jeff Mosher, Alison Lewis, Mikayla Coleman

OTHERS PRESENT

Liselle DeGrave, DeGrave Communications

The Regular Board of Directors meeting of the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) was called to order at 3:00 p.m. by Chair Welty on behalf of the Lake Elsinore & San Jacinto Watersheds Authority, 31315 Chaney Street, Lake Elsinore, CA 92530.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL/INTRODUCTIONS

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

3. PUBLIC COMMENTS

There were no public comments; there were no public comments received via email.

4. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

5. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: DECEMBER 15, 2022

Recommendation: Approve as posted.

B. TREASURER’S REPORT: OCTOBER 2022 – DECEMBER 2022

Recommendation: Approve as posted.

C. TMDL TASK FORCE MEETING MINUTES: JANUARY 2023

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

Result:	Adopted by Roll Call Vote
Motion/Second:	Magee/Dennstedt
Ayes:	Dennstedt, Magee, Morris, Welty
Nays:	None
Abstentions:	None
Absent:	Spiegel

6. NEW BUSINESS

A. BOARD OF DIRECTORS APPOINTMENTS (LES#2023.01)

As a result of Board vacancies and new appointments, staff recommended that the LESJWA Board sustain newly assigned representatives from LESJWA member agencies and approve a new officer to fill the Secretary-Treasurer vacancy in accordance with the LESJWA JPA.

Director Robert Magee suggested that the Chair and Vice Chair positions stay as is, and that the Board elect Director Andy Morris to the position of Secretary-Treasurer for the remainder of the two-year term through December 31, 2023.

MOVED, to acknowledge Director Dale Welty as Chair, Director Robert Magee as Vice Chair, and appoint Director Andy Morris as Secretary-Treasurer for the remainder of the two-year term through December 31, 2023.

Result:	Adopted by Roll Call Vote
Motion/Second:	Magee/Dennstedt
Ayes:	Dennstedt, Magee, Morris, Welty
Nays:	None
Abstentions:	None
Absent:	Spiegel

B. REPORT ON AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2022 (LES#2023.02)

Karen Williams, SAWPA CFO/Deputy General Manager, presented the FY 2021-22 Report on Audit prepared by Fedak & Brown LLP. She informed the board that there have been no changes to the audit since it was posted on the agenda packet.

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

7. WORKSHOP DISCUSSION

Mark Norton provided a presentation describing Agenda Items 7.A. through 7.F., contained in the agenda packet on pages 103-175. Below are key points to each discussion.

A. LESJWA & OUR ACCOMPLISHMENTS TO DATE

Reference PowerPoint contained in the agenda packet on pages 103-175.

B. LESJWA JPA AND MISSION

Reference PowerPoint contained in the agenda packet on pages 103-175.

C. LESJWA BUSINESS PLAN HIGHLIGHTS

Reference PowerPoint contained in the agenda packet on pages 103-175.

D. LESJWA ADMINISTRATIVE SUPPORT

In the past, LESJWA staff have researched alternative organizational structures from that of SAWPA. After review, it was determined that an alternative organization structure did not appear feasible or would be extremely costly to implement. The Board of Directors concurred that SAWPA has been doing a great job in being LESJWA's administrative support. They noted SAWPA's relationship to Regulatory Agencies and access to grants is of value. Additionally, SAWPA is sharing the use of their Legal Counsel with LESJWA on an "as needed" basis, which has been a great monetary advantage over any other option.

- Director Magee suggested that SAWPA bring back three options at the next LESJWA Board meeting for the administrative support to LESJWA with one of them being SAWPA.

- Director Spiegel requested that a general services agreement be established between LESJWA and the assigned administrative support.
- Director Dennstedt requested that LESJWA prepare a two-year budget and that it be presented to the Board the same year SAWPA presents to their board.

E. LESJWA FUTURE WORK

Reference PowerPoint contained in the agenda packet on pages 103-175.

F. OTHER

Weather Modification Project

Director Spiegel requested that the Weather Modification Pilot project be presented to the County of Riverside Supervisors but prior to that, she would discuss with Supervisor Jeffries to see if he had any concerns with this.

Future LESJWA Board Meetings: Hybrid, Virtual, or In-Person

Beginning March, Directors must attend the Board meetings in person. A Zoom link will be available for the public and Directors will revert to following the classic Brown Act procedures.

8. ADMINISTRATOR'S COMMENTS

There were no Administrator's comments.

9. DIRECTORS' COMMENTS

There were no Director's comments.

10. CLOSED SESSION

There was no closed session.

11. ADJOURNMENT

There being no further business for review, Chair Dale Welty adjourned the meeting at 5:10 p.m.

**Approved at a Regular Meeting of the Lake Elsinore and San Jacinto Watersheds Authority
Board of Directors on Monday, April 24, 2023.**

Dale Welty, Chair

Attest:

Zyanya Ramirez, Clerk of the Board

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

January 2023

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
 CASH FLOW STATEMENT
 AS OF 01/31/2023

Balance as of 12/31/2023	\$ 709,298.18
Funds Received	
Deposits:	
CalTrans	39,848.00
LAIF Interest	883.25
Open - Grant Invoices	
Open - Member & Other Contributions	
Total Due LESJWA	-
Disbursement List - January 2023	<u>\$ (30,819.90)</u>
Funds Available as of 01/31/2023	<u><u>\$ 719,209.53</u></u>
Funds Available:	
Checking	\$ 549,221.75
LAIF	<u>\$ 169,987.78</u>
Total	<u><u>\$ 719,209.53</u></u>

Lake Elsinore San Jacinto Watersheds Authority
 LE/CL TMDL Invoice History
 FYE 2014 - 2023
 as of January 31, 2023

Agency	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
March ARB	12,500.00	35,226.00	25,176.00	38,321.00	29,864.00	27,890.00	32,863.00	36,460.00	33,216.00	38,751.00
CalTrans	12,500.00	28,656.00	26,072.00	40,421.00	31,964.00	29,996.00	34,286.00	37,651.00	32,757.00	39,848.00
City of Beaumont	19,263.00	24,280.00	26,866.00	37,421.00	28,128.00	14,160.00	28,251.00	28,935.00	27,070.00	32,082.00
City of Canyon Lake	18,389.00	34,863.00	24,142.00	42,521.00	33,586.00	28,780.00	33,754.00	37,787.00	34,393.00	40,695.00
City of Hemet	18,175.00	25,510.00	27,958.00	54,278.00	36,426.00	29,084.00	41,830.00	46,261.00	42,139.00	50,858.00
City of Lake Elsinore	19,381.00	30,580.00	32,463.00	37,421.00	22,330.00	28,521.00	33,361.00	34,071.00	31,795.00	35,573.00
City of Menifee	44,155.00	55,821.00	23,584.00	100,499.00	100,906.00	112,252.00	86,846.00	92,189.00	82,180.00	106,785.00
City of Moreno Valley	103,565.00	113,058.00	17,750.00	96,414.00	74,122.00	144,495.00	80,826.00	83,847.00	63,927.00	91,977.00
City of Murrieta	12,426.00	24,280.00	26,866.00	38,321.00	31,337.00	22,796.00	30,774.00	34,433.00	32,988.00	38,102.00
City of Perris	18,869.00	26,739.00	29,050.00	59,821.00	50,374.00	66,775.00	50,792.00	54,723.00	40,792.00	56,560.00
City of Riverside	17,641.00	24,280.00	26,866.00	38,921.00	30,293.00	24,896.00	26,751.00	28,635.00	27,070.00	32,082.00
City of San Jacinto	19,487.00	24,280.00	26,866.00	37,721.00	23,290.00	27,296.00	26,751.00	27,435.00	27,970.00	32,082.00
City of Wildomar	8,307.00	19,528.00	26,460.00	41,642.00	28,841.00	21,872.00	31,578.00	30,945.00	25,060.00	32,376.00
County of Riverside	30,165.00	36,469.00	30,362.00	68,931.00	69,034.00	76,601.00	81,634.00	88,734.00	83,361.00	114,620.00
Dept of Fish and Game	12,500.00	18,435.00	28,840.00	35,121.00	22,857.00	16,818.00	26,751.00	27,435.00	25,570.00	29,082.00
Eastern Municipal Water District	12,500.00	16,225.00	23,525.00	27,789.00	15,724.00	16,222.00	23,496.00	26,935.00	25,570.00	29,082.00
Elsinore Valley Municipal Water District	12,500.00	16,225.00	23,525.00	30,361.00	18,327.00	12,626.00	24,934.00	29,881.00	26,946.00	30,411.00
March JPA	12,500.00	24,485.00	27,160.00	38,921.00	30,464.00	24,596.00	31,006.00	34,412.00	32,968.00	38,071.00
San Jacinto Agricultural Operators	12,500.00	47,549.00	23,530.58	45,785.00	31,391.00	37,999.65	38,927.00	27,767.00	14,382.00	29,915.00
San Jacinto Dairy & CAFO Operators	12,500.00	16,225.00	-	-	-	2,700.00	2,850.00	-	-	3,000.00
Total	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	766,375.65	768,261.00	808,536.00	710,154.00	901,952.00
Total Paid Contributions	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	766,375.65	768,261.00	808,536.00	710,154.00	901,952.00
Total Outstanding Contributions	-	-	-	-	-	-	-	-	-	-
Total Outstanding Contributions	-	-	-	-	-	-	-	-	-	-
Total Outstanding All Years	-	-	-	-	-	-	-	-	-	-

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Seven Months Ending Tuesday, January 31, 2023

Assets

Checking - US Bank	\$549,221.75
L.A.I.F.	169,987.78
Total Assets	<u>\$719,209.53</u>

Liabilities

Accounts Payable	47,607.18
Total Liabilities	<u>\$47,607.18</u>

Retained Earnings 136,577.93

Excess Revenue over (under) Expenditures \$535,024.42

Total Net Assets \$671,602.35

Total Liabilities and Net Assets \$719,209.53

Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Seven Months Ending Tuesday, January 31, 2023

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
LAIF Interest	\$883.25	\$5,105.12	\$1,650.00	309.40%	(\$3,455.12)
Member Agency Contributions	0.00	196,679.00	274,100.00	71.75%	77,421.00
Other Agency Contributions	0.00	815,273.00	737,851.00	110.49%	(77,422.00)
Total Revenues	\$883.25	\$1,017,057.12	\$1,013,601.00	100.34%	(\$3,456.12)
Expenses					
Salaries - Regular	5,675.52	42,584.55	61,922.00	68.77%	19,337.45
Payroll Burden	2,383.72	17,885.53	26,007.33	68.77%	8,121.80
Overhead	9,126.23	68,475.94	99,570.67	68.77%	31,094.73
Audit Fees	625.00	4,225.00	5,600.00	75.45%	1,375.00
Consulting - General	10,087.50	336,012.36	712,451.00	47.16%	376,438.64
LEAMS Offset Credit License	0.00	0.00	112,500.00	0.00%	112,500.00
Legal Fees	0.00	0.00	1,100.00	0.00%	1,100.00
Meeting & Conference Expense	0.00	125.51	0.00	0.00%	(125.51)
Contributions	0.00	10,000.00	10,000.00	100.00%	0.00
Bank Charges	0.00	0.00	1,000.00	0.00%	1,000.00
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Other Expense	21.74	67.33	400.00	16.83%	332.67
Insurance Expense	0.00	2,536.00	3,000.00	84.53%	464.00
Interest Expense	72.18	120.48	200.00	60.24%	79.52
Total Expenditures	\$27,991.89	\$482,032.70	\$1,033,861.00	46.62%	\$551,828.30
Excess Revenue over (under) Expenditures	(\$27,108.64)	\$535,024.42	(\$20,260.00)	-2640.79%	(\$555,284.42)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending January 31, 2023

	JPA Administration	TMDL Task Force	Total	Budget	% Used	Budget Variance
Revenues						
LAIF Interest	1,659.30		1,659.30	1,650.00	100.56%	(9.30)
Member Agency Contributions	90,000.00	106,679.00	196,679.00	274,100.00	71.75%	77,421.00
Other Agency Contributions	20,000.00	795,273.00	815,273.00	737,851.00	110.49%	(77,422.00)
Miscellaneous Revenue			-	-	100.00%	-
Total Revenues	\$ 111,659.30	\$ 901,952.00	\$ 1,013,611.30	\$ 1,013,601.00	100.00%	\$ (10.30)
Expenditures						
Salaries	\$ 20,125.93	\$ 22,458.62	\$ 42,584.55	\$ 61,922.00	68.77%	\$ 19,337.45
Benefits	8,452.89	9,432.64	17,885.53	26,007.33	68.77%	8,121.80
Indirect Costs	32,362.49	36,113.45	68,475.94	99,570.67	68.77%	31,094.73
Audit Fees	4,225.00		4,225.00	5,600.00	75.45%	1,375.00
Consulting	12,951.10	323,061.26	336,012.36	712,451.00	47.16%	376,438.64
Other Contract Services			-	-	0.00%	-
Legal Fees			-	1,100.00	0.00%	1,100.00
Contributions	10,000.00		10,000.00	10,000.00	100.00%	-
Meeting & Conference Expense		125.51	125.51	-	0.00%	(125.51)
Bank Charges			-	1,000.00	0.00%	1,000.00
Shipping & Postage			-	50.00	0.00%	50.00
Other Expense	67.33		67.33	400.00	16.83%	332.67
LEAMS Excess Offset Credit			-	112,500.00	0.00%	112,500.00
Insurance Expense	2,536.00		2,536.00	3,000.00	84.53%	464.00
Office Supplies				60.00	0.00%	60.00
Interest Expense	120.48		120.48	200.00	60.24%	79.52
Total Expenditures	\$ 90,841.22	\$ 391,191.48	\$ 482,032.70	\$ 1,033,861.00	46.62%	\$ 551,828.30
Excess Revenue over (under) Expenditures	\$ 20,818.08	\$ 510,760.52	\$ 531,578.60	\$ (20,260.00)	100.00%	\$ (551,838.60)
Cash Balance @ 01/31/2023	\$ 67,712.85	\$ 651,496.68	\$ 719,209.53			

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
January 2023**

Check #	Check Date	Type	Vendor	Check Amount
EFT467	1/12/2023	CHK	Kahn, Soares & Conway, LLP	\$ 7,260.00
EFT468	1/19/2023	CHK	Santa Ana Watershed Project Authority	\$ 15,313.14
EFT469	1/19/2023	CHK	DeGrave Communications	\$ 750.00
EFT470	1/19/2023	CHK	WSP USA Environment & Infrastructure	\$ 7,496.76
Total Disbursements January 2023				<u>\$ 30,819.90</u>

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Lake Elsinore and San Jacinto Watersheds Authority

FINANCIAL STATEMENTS

February 2023

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
 CASH FLOW STATEMENT
 AS OF 02/28/2023

Balance as of 1/31/2023	\$ 719,209.53
Funds Received	
Deposits:	
Open - Grant Invoices	
Open - Member & Other Contributions	
Total Due LESJWA	-
Disbursement List - February 2023	<u>\$ (47,607.18)</u>
Funds Available as of 02/28/2023	<u><u>\$ 671,602.35</u></u>
Funds Available:	
Checking	\$ 501,614.57
LAIF	<u>\$ 169,987.78</u>
Total	<u><u>\$ 671,602.35</u></u>

Lake Elsinore San Jacinto Watersheds Authority
 LE/CL TMDL Invoice History
 FYE 2014 - 2023
 as of February 28, 2023

Agency	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
March ARB	12,500.00	35,226.00	25,176.00	38,321.00	29,864.00	27,890.00	32,863.00	36,460.00	33,216.00	38,751.00
CalTrans	12,500.00	28,656.00	26,072.00	40,421.00	31,964.00	29,996.00	34,286.00	37,651.00	32,757.00	39,848.00
City of Beaumont	19,263.00	24,280.00	26,866.00	37,421.00	28,128.00	14,160.00	28,251.00	28,935.00	27,070.00	32,082.00
City of Canyon Lake	18,389.00	34,863.00	24,142.00	42,521.00	33,586.00	28,780.00	33,754.00	37,787.00	34,393.00	40,695.00
City of Hemet	18,175.00	25,510.00	27,958.00	54,278.00	36,426.00	29,084.00	41,830.00	46,261.00	42,139.00	50,858.00
City of Lake Elsinore	19,381.00	30,580.00	32,463.00	37,421.00	22,330.00	28,521.00	33,361.00	34,071.00	31,795.00	35,573.00
City of Menifee	44,155.00	55,821.00	23,584.00	100,499.00	100,906.00	112,252.00	86,846.00	92,189.00	82,180.00	106,785.00
City of Moreno Valley	103,565.00	113,058.00	17,750.00	96,414.00	74,122.00	144,495.00	80,826.00	83,847.00	63,927.00	91,977.00
City of Murrieta	12,426.00	24,280.00	26,866.00	38,321.00	31,337.00	22,796.00	30,774.00	34,433.00	32,988.00	38,102.00
City of Perris	18,869.00	26,739.00	29,050.00	59,821.00	50,374.00	66,775.00	50,792.00	54,723.00	40,792.00	56,560.00
City of Riverside	17,641.00	24,280.00	26,866.00	38,921.00	30,293.00	24,896.00	26,751.00	28,635.00	27,070.00	32,082.00
City of San Jacinto	19,487.00	24,280.00	26,866.00	37,721.00	23,290.00	27,296.00	26,751.00	27,435.00	27,970.00	32,082.00
City of Wildomar	8,307.00	19,528.00	26,460.00	41,642.00	28,841.00	21,872.00	31,578.00	30,945.00	25,060.00	32,376.00
County of Riverside	30,165.00	36,469.00	30,362.00	68,931.00	69,034.00	76,601.00	81,634.00	88,734.00	83,361.00	114,620.00
Dept of Fish and Game	12,500.00	18,435.00	28,840.00	35,121.00	22,857.00	16,818.00	26,751.00	27,435.00	25,570.00	29,082.00
Eastern Municipal Water District	12,500.00	16,225.00	23,525.00	27,789.00	15,724.00	16,222.00	23,496.00	26,935.00	25,570.00	29,082.00
Elsinore Valley Municipal Water District	12,500.00	16,225.00	23,525.00	30,361.00	18,327.00	12,626.00	24,934.00	29,881.00	26,946.00	30,411.00
March JPA	12,500.00	24,485.00	27,160.00	38,921.00	30,464.00	24,596.00	31,006.00	34,412.00	32,968.00	38,071.00
San Jacinto Agricultural Operators	12,500.00	47,549.00	23,530.58	45,785.00	31,391.00	37,999.65	38,927.00	27,767.00	14,382.00	29,915.00
San Jacinto Dairy & CAFO Operators	12,500.00	16,225.00	-	-	-	2,700.00	2,850.00	-	-	3,000.00
Total	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	766,375.65	768,261.00	808,536.00	710,154.00	901,952.00
Total Paid Contributions	429,823.00	642,714.00	497,061.58	910,630.00	709,258.00	766,375.65	768,261.00	808,536.00	710,154.00	901,952.00
Total Outstanding Contributions	-	-	-	-	-	-	-	-	-	-
Total Outstanding Contributions	-	-	-	-	-	-	-	-	-	-
Total Outstanding All Years	-	-	-	-	-	-	-	-	-	-

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Eight Months Ending Tuesday, February 28, 2023

Assets

Checking - US Bank	\$501,614.57
L.A.I.F.	169,987.78
Total Assets	<u>\$671,602.35</u>

Liabilities

Accounts Payable	35,062.63
Total Liabilities	<u>\$35,062.63</u>

Retained Earnings 136,577.93

Excess Revenue over (under) Expenditures \$499,961.79

Total Net Assets \$636,539.72

Total Liabilities and Net Assets \$671,602.35

Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Eight Months Ending Tuesday, February 28, 2023

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
LAIF Interest	\$0.00	\$5,105.12	\$1,650.00	309.40%	(\$3,455.12)
Member Agency Contributions	0.00	196,679.00	274,100.00	71.75%	77,421.00
Other Agency Contributions	0.00	815,273.00	737,851.00	110.49%	(77,422.00)
Total Revenues	\$0.00	\$1,017,057.12	\$1,013,601.00	100.34%	(\$3,456.12)
Expenses					
Salaries - Regular	7,440.01	50,024.56	61,922.00	80.79%	11,897.44
Payroll Burden	3,124.81	21,010.34	26,007.33	80.79%	4,996.99
Overhead	11,963.53	80,439.47	99,570.67	80.79%	19,131.20
Audit Fees	1,100.00	5,325.00	5,600.00	95.09%	275.00
Consulting - General	11,383.05	347,395.41	712,451.00	48.76%	365,055.59
LEAMS Offset Credit License	0.00	0.00	112,500.00	0.00%	112,500.00
Legal Fees	0.00	0.00	1,100.00	0.00%	1,100.00
Meeting & Conference Expense	51.23	176.74	0.00	0.00%	(176.74)
Contributions	0.00	10,000.00	10,000.00	100.00%	0.00
Bank Charges	0.00	0.00	1,000.00	0.00%	1,000.00
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Other Expense	0.00	67.33	400.00	16.83%	332.67
Insurance Expense	0.00	2,536.00	3,000.00	84.53%	464.00
Interest Expense	0.00	120.48	200.00	60.24%	79.52
Total Expenditures	\$35,062.63	\$517,095.33	\$1,033,861.00	50.02%	\$516,765.67
Excess Revenue over (under) Expenditures	(\$35,062.63)	\$499,961.79	(\$20,260.00)	-2467.73%	(\$520,221.79)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending February 28, 2023

	JPA Administration	TMDL Task Force	Total	Budget	% Used	Budget Variance
Revenues						
LAIF Interest	1,659.30		1,659.30	1,650.00	100.56%	(9.30)
Member Agency Contributions	90,000.00	106,679.00	196,679.00	274,100.00	71.75%	77,421.00
Other Agency Contributions	20,000.00	795,273.00	815,273.00	737,851.00	110.49%	(77,422.00)
Miscellaneous Revenue			-	-	100.00%	-
Total Revenues	\$ 111,659.30	\$ 901,952.00	\$ 1,013,611.30	\$ 1,013,601.00	100.00%	\$ (10.30)
Expenditures						
Salaries	\$ 23,137.40	\$ 26,887.16	\$ 50,024.56	\$ 61,922.00	80.79%	\$ 11,897.44
Benefits	9,717.71	11,292.63	21,010.34	26,007.33	80.79%	4,996.99
Indirect Costs	37,204.93	43,234.54	80,439.47	99,570.67	80.79%	19,131.20
Audit Fees	5,325.00		5,325.00	5,600.00	95.09%	275.00
Consulting	15,300.19	332,095.22	347,395.41	712,451.00	48.76%	365,055.59
Other Contract Services			-	-	0.00%	-
Legal Fees			-	1,100.00	0.00%	1,100.00
Contributions	10,000.00		10,000.00	10,000.00	100.00%	-
Meeting & Conference Expense	51.23	125.51	176.74	-	0.00%	(176.74)
Bank Charges			-	1,000.00	0.00%	1,000.00
Shipping & Postage			-	50.00	0.00%	50.00
Other Expense	67.33		67.33	400.00	16.83%	332.67
LEAMS Excess Offset Credit			-	112,500.00	0.00%	112,500.00
Insurance Expense	2,536.00		2,536.00	3,000.00	84.53%	464.00
Office Supplies				60.00	0.00%	60.00
Interest Expense	120.48		120.48	200.00	60.24%	79.52
Total Expenditures	\$ 103,460.27	\$ 413,635.06	\$ 517,095.33	\$ 1,033,861.00	50.02%	\$ 516,765.67
Excess Revenue over (under) Expenditures	\$ 8,199.03	\$ 488,316.94	\$ 496,515.97	\$ (20,260.00)	100.00%	\$ (516,775.97)
 Cash Balance @ 02/28/2023	 \$ 56,311.66	 \$ 615,290.69	 \$ 671,602.35			

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
February 2023**

Check #	Check Date	Type	Vendor	Check Amount
EFT471	2/9/2023	CHK	CDM Smith Inc	\$ 2,620.00
EFT472	2/9/2023	CHK	C.J. Brown & Company CPAs	\$ 625.00
EFT473	2/9/2023	CHK	Kahn, Soares & Conway, LLP	\$ 7,350.00
EFT474	2/16/2023	CHK	Santa Ana Watershed Project Authority	\$ 17,279.39
EFT475	2/23/2023	CHK	DeGrave Communications	\$ 2,737.50
EFT476	2/23/2023	CHK	WSP USA Environment & Infrastructure	\$ 16,995.29
Total Disbursements February 2023				<u>\$ 47,607.18</u>

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Lake Elsinore and Canyon Lake TMDL Task Force

February 15, 2023

PARTICIPANTS PRESENT:

Abigail Suter, Riverside County Flood Control & WCD	Natasha Thandi, Caltrans (MBI)
Aldo Licitra, Riverside County Flood Control & WCD	Nick Amini, Regional Water Quality Control Board
Adam Gufarotti, City of Lake Elsinore	Pat Boldt, WRCAC
Barbara Barry, Regional Water Quality Control Board	Patrick Lewis, Regional Water Quality Control Board
Ben Foster, City of Lake Elsinore	Paul Senker, GEI Consultants
Chris Stransky, WSP USA	Rachael Johnson, Riverside County Farm Bureau
Carlos Norvani, City of Lake Elsinore	Rae Beimer, City of Moreno Valley
Cynthia Gabaldon, City of Menifee, Perris, and March JPA	Rebekah Guill, Riverside County Flood Control & WCD
Dale Welty, City of Canyon Lake	Richard Boon, Riverside County Flood Control & WCD
Dave Woelfel, Regional Water Quality Control Board	Richard Meyerhoff, GEI Consultants
Dustin Christensen, City of Beaumont	Rohini Mustafa, Riverside County Flood Control & WCD
Garth Engelhorn, NV5	Scott Sewell, CDFW
Jim Klang, WRCAC	Stefan Awender, CDFW
John Rudolph, WSP USA	Steve Strapac, City of Menifee
Johnathan Oliver Skinner, City of Lake Elsinore	Steven Wolosoff, GEI Consultants
Kelsey Reed, City of Canyon Lake (Willdan)	Stormy Osifeso, City of Riverside
Kris Hanson, City of Wildomar (Interwest)	Sudhir Mohleji, Elsinore Valley Municipal Water District
Lauren Briggs, Regional Water Quality Control Board	SueAnn Neal, Regional Water Quality Control Board
Lauren Sotelo, March JPA	Tess Dunham, Kahn, Soares & Conway, LLP
Lenai Hunter, Elsinore Valley Municipal Water District	Bruce Whitaker, SAWPA
Liselle DeGrave, DeGrave Communications	T Milford Harrison, SAWPA
Lynn Merrill, City of San Jacinto	Mark Norton, SAWPA
Michael Roberts, City of Riverside	Rachel Gray, SAWPA
Nancy Gardiner, Haley & Aldrich Inc.	Rick Whetsel, SAWPA

Call to Order & Introductions

The Lake Elsinore/Canyon Lake TMDL Task (Task Force) meeting was called to order at 1:02 p.m. by Rick Whetsel, with all participants participating remotely.

Approval of Meeting Notes from January 10, 2023 Task Force Meeting

The January 10, 2023 meeting notes were approved as posted.

Status: Regional Board Update (Regional Board)

Barbara Barry, Regional Board, informed the Task Force that Freshwater and Estuarine Harmful Algal Bloom (FHAB) Program Monitoring for Lake Elsinore by Regional Board is complete and that due to the lack of available funding no future regular monitoring for Lake Elsinore is planned, but there has been great discussion with State Board, City of Lake Elsinore and WSP USA staff regarding the sharing of data. The latest FHAB results shared by WSP USA showed microcystin levels to be below danger concentrations and with that Regional Board has downgraded the recommendation for Lake Elsinore to the warning level, at which the lake is open to boating, but body contact recreation is still not recommended.

Barbara then informed the Task Force that Regional Board staff has provided feedback to Tess and the consulting team in the LE&CL TMDL Implementation Plan and is moving forward on the Response to Peer Review comments.

Additionally, the Regional Board has offered to extend the position for David Woelfel to support the Basin Plan Amendments through the end of the fiscal year. It is currently being reviewed by Human Resources.

Tess requested that Barbara update the Task Force on the report given to the Regional Board at their February 3rd meeting on the 2024 Integrated Report. Barbara then went on to state that within the Region seven waterbodies, including Lake Elsinore, have been listed for microcystins and antitoxin a on the proposed 303(d)

list for the 2024 cycle. The Regional Board has posted a Public Notice on their website announcing the release for Public Review of the draft Staff Report and 303(d) list for Region 8. The Public Review period is to begin on Friday, February 17th and will continue on through Monday, April 3rd. The State Board will be hosting a workshop to inform the Board on the 303(d) listings from all of the on cycle Regions on Tuesday, March 21st.

Tess inquired, on behalf of the Task Force, with the potential listing of Lake Elsinore is there the opportunity to avoid a separate cyanotoxin TMDL for Lake Elsinore if the Task Force were able to address cyanotoxins through the current nutrient TMDL update. Barbara responded that she does not want to sacrifice the current momentum that exists with revising the nutrient TMDLs, but she thought it would be worth discussing.

Chris Stransky, WSP USA noted that a TMDL focused on cyanotoxins would be challenging, but that WSP USA will be working closely with the State and Regional Board on a tiered monitoring approach for Lake Elsinore. Barbara stated that there is an existing TMDL that addresses cyanotoxins and that she will review to see what information can be gained.

Staff will send the announcement for the March 21st State Board Workshop when it becomes available.

Update: TMDL Implementation Plan (Tess Dunham, KSC and Steve Wolosoff, GEI Consultants)

Steven Wolosoff, GEI Consultants provided a brief overview of today's TMDL Implementation Plan discussion topics to cover, which included: updates to the stakeholder's jurisdictions, updates to the watershed model, phase 3 (years 21-30) implementation tasks and updates to other projects. He then introduced Paul Senker, GEI Consultants to present on the updates to the stakeholder's jurisdictions.

Of note, Pat Boldt informed the Task Force that agriculture in the San Jacinto Watershed will no longer be subject to the Conditional Waiver on Agricultural Discharges (CWAD), but will now be under a Waste Discharge Requirement (WDR) to be consistent with the State Board precedent.

Tess Dunham, of Kahn, Soares, and Conway, LLP, followed with a presentation and discussion on considerations regarding the expression of wasteload and load allocations in permits.

Copies of these presentations are available on the SAWPA website under Agendas and Meeting Materials: <https://sawpa.org/wp-content/uploads/2023/02/February-15-2023-Task-Force-Meeting.pdf>.

Update: Canyon Lake Alum Application (LESJWA Staff)

Rick Whetsel provided a brief update on the possibility of a spring 2023 Canyon Lake Alum application, reviewing the protocol for what qualifies for the need of a spring application. The guidance for conducting a spring alum application, states as follows "review February Sample, is the depth integrated average TP concentration greater than 0.1 mg/L at any site?" Currently, we are waiting on the latest, February Canyon Lake monitoring results from WSP USA.

Lynn Merrill, representing the City of San Jacinto, made a motion to provide LESJWA staff in coordination with the Task Force consulting team the authority to make a determination on the need for a Spring 2023 alum application based upon review of the February 2023 Canyon Lake monitoring results to be provided by WSP USA. This motion was seconded by Rae Beimer representing the City of Moreno Valley. Following brief discussion the motion was unanimously passed by the Task force.

MOVED, to provide LESJWA staff in coordination with the Task Force consulting team the authority to make a determination on the need for a Spring 2023 alum application based upon review of the February 2023 Canyon Lake monitoring results to be provided by WSP USA.

Following a decision by LESJWA staff in coordination with the Task Force consulting team, staff will notify Task Force stakeholders of the plan of action.

Update: Lake Elsinore Lake Elsinore Algae Harvesting

Prop 1 Rd 1 grant funded Innovative Algae Harvesting Technologies (WSP USA)

John Rudolph, representing WSP USA, reminded the Task Force that a draft final report is expected to be released in March 2023.

Prop 1 Rd 2 grant application AECOM Algae Harvesting Technology (LESJWA Staff)

Rick Whetsel provided a brief update on the Prop 1 Rd 2 grant application for the pilot testing of the AECOM Algae Harvesting Technology at Lake Elsinore, informing the Task Force that the application was successfully submitted by SAWPA and that DWR is expected to announce awards in July 2023.

Task Force Administration (LESJWA Staff)

Status: FY 2023-24 Budget

Rick Whetsel reminded the Task Force that a draft FY 2023-24 budget (that was shared with stakeholder via email on November 21, 2022) was approved by the LE&CL Task Force members by email vote on January 31, 2023.

Other Business

Tess Dunhan reminded the Task Force of the upcoming Public Review comment period (beginning on Friday, February 17th and ending on Monday, April 3rd) for the draft Staff Report and 303(d) list for Region 8. She suggested that there are some items that stakeholders may consider commenting on. She will review and possibly bring a draft letter for Stakeholders to review for our next meeting. To follow-up, Barbara informed the Task Force that there are no recommended delisting in this 2024 303(d) listing cycle.

Schedule Next Meeting

The next LE/CL TMDL Task Force meeting is scheduled for Tuesday, March 28, 2023, at 1:00 p.m. as a remote Zoom meeting.

Adjourn

The meeting adjourned at 3:15 p.m.

Table Summary of Agreements and Actions

Date of Action/Agreement	Action/Agreement	Responsible Entities Reaching Agreement
September 28, 2021	<ul style="list-style-type: none"> Approve funding in the amount of up to \$30,000 to CDM Smith to assist Task Force technical issues, including but not limited to, initial discussions regarding content and scope of TMDL Implementation Plan revisions should the Task Force decide to provide resources for further revising the 2018 draft TMDL. 	Voting Task Force members.
November 3, 2021	<ul style="list-style-type: none"> Approve moving forward with the proposed step-wise approach to updating the TMDL Technical Report and its timeline. 	Voting Task Force members
January 10, 2022	-	-
March 2, 2022	<ul style="list-style-type: none"> The Task Force agreed to submit a comment letter to the Draft Staff Working Proposal for MS4 Permit by March 18, 2022. Regional Board confirmed that they would accept the comments past their soft deadline of March 10. Approved the alum application to the Canyon Lake if the February monitoring data exceeds 0.09. 	Voting Task Force members
April 20, 2022	<ul style="list-style-type: none"> Approved execution of the Key Principles for Technical TMDL Revision by Mark, Norton Task Force Administrator on behalf of the voting members of the task force subject to revisions discussed at the 4/20/2022 task force meeting. Approved submittal of the Task Force Comment letter to Regional Board on the Staff Working Proposal for the MS4 Permit upon revision discussed at the 4/20/2022 task force meeting. Regional Board abstained from action and conversation of this matter. Approved amendment #3 to extend the LE/CL TMDL Task Force Agreement for a period of three years to June 30, 2025, with the option that the Agreement, while still in full force and effect, may be extended an additional two years, to June 30, 2027, by means of Administrative Action by the Task Force Administrator 	Voting Task Force members; Excludes Regional Board in relation to the Comment Letter to Regional Board on the Staff Working Proposal for the MS4 Permit.
June 27, 2022	-	-
August 17, 2022	<ul style="list-style-type: none"> Approved execution of the Key Principles for Technical TMDL Revision by Mark Norton, Task Force Administrator on behalf of the voting members of the LE&CL TMDL Task Force. Approved a proposal by CDM Smith and a recommendation to the LESJWA Board to authorize a Task Order to update and revise the technical document and additional TMDL technical support services. 	Mark Norton, Task Force Administrator on behalf of the voting members of the LE&CL TMDL Task Force
September 27, 2022	-	-
November 14, 2022	<ul style="list-style-type: none"> Transfer the remaining balance of the contract work supported by Steven Wolosoff as of December 31, 2022 from CDM Smith and enter into an agreement with GEI Consultants to complete work starting on January 1 2023. Exercise an option for a two year extension with WSP USA to oversee and implement TMDL Compliance Monitoring Program. 	Voting Task Force members
January 10, 2023	-	-

Table Summary of Agreements and Actions (Continuation)

Date of Action/Agreement	Action/Agreement	Responsible Entities Reaching Agreement
February 15, 2023	<ul style="list-style-type: none"> The Task Force moved to provide LESJWA staff in coordination with the Task Force consulting team the authority to make a determination on the need for a Spring 2023 alum application based upon review of the February 2023 Canyon Lake monitoring results to be provided by WSP USA. 	Voting Task Force members.

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Lake Elsinore and Canyon Lake TMDL Task Force

March 28, 2023

PARTICIPANTS PRESENT:

Abigail Suter, Riverside County Flood Control & WCD	Natasha Thandi, Caltrans (MBI)
Aldo Licitra, Riverside County Flood Control & WCD	Nick Amini, Regional Water Quality Control Board
Adam Gufarotti, City of Lake Elsinore	Pat Boldt, WRCAC
Barbara Barry, Regional Water Quality Control Board	Patrick Lewis, Regional Water Quality Control Board
Ben Foster, City of Lake Elsinore	Paul Senker, GEI Consultants
Chris Stransky, WSP USA	Rachael Johnson, Riverside County Farm Bureau
Carlos Norvani, City of Lake Elsinore	Rae Beimer, City of Moreno Valley
Cynthia Gabaldon, City of Menifee, Perris, and March JPA	Rebekah Guill, Riverside County Flood Control & WCD
Dale Welty, City of Canyon Lake	Richard Boon, Riverside County Flood Control & WCD
Dustin Christensen, City of Beaumont	Rohini Mustafa, Riverside County Flood Control & WCD
Garth Engelhorn, NV5	Scott Sewell, CDFW
Jim Klang, WRCAC	Stefan Awender, CDFW
John Rudolph, WSP USA	Steve Strapac, City of Menifee
Johnathan Oliver Skinner, City of Lake Elsinore	Steven Wolosoff, GEI Consultants
Kelsey Reed, City of Canyon Lake (Willdan)	Stormy Osifeso, City of Riverside
Kris Hanson, City of Wildomar (Interwest)	Sudhir Mohleji, Elsinore Valley Municipal Water District
Lauren Briggs, Regional Water Quality Control Board	SueAnn Neal, Regional Water Quality Control Board
Lauren Sotelo, March JPA	Tess Dunham, Kahn, Soares & Conway, LLP
Lenai Hunter, Elsinore Valley Municipal Water District	Bruce Whitaker, SAWPA
Liselle DeGrave, DeGrave Communications	T Milford Harrison, SAWPA
Lynn Merrill, City of San Jacinto	Rachel Gray, SAWPA
Michael Roberts, City of Riverside	Zyanya Ramriez, SAWPA
Nancy Gardiner, Haley & Aldrich Inc.	

Call to Order & Introductions

The Lake Elsinore/Canyon Lake TMDL Task (Task Force) meeting was called to order at 1:02 p.m. by Rachel Gray, with all participants participating remotely.

Approval of Meeting Notes from February 15, 2023 Task Force Meeting

The February 15, 2023 meeting notes were approved as posted.

Status: Regional Board Update (Regional Board)

Barbara Barry, Regional Board, informed the Task Force that they are responding to the Peer Review comments for the LE&CL TMDL Implementation Plan and should be available for distribution in April.

She also noted that in early March, results of cyanotoxins monitoring reported concentration back up to the danger advisory notification level. Ben Foster, City of Lake Elsinore followed by stating that more recent sampling, also reported cyanotoxin concentrations at the danger advisory level. He added that the City of Lake Elsinore, in collaboration with John Rudolph from WSP USA, posted a public outreach video describing the history of the lake and its current situation

(<https://www.facebook.com/CityofLakeElsinore/videos/192372610166994>).

Moving forward the City will be posting infographics of the lab results to the public as they become available, as there has been an outcry from local residents to see the results as opposed to just receiving advisory levels. John stated that the next sampling event is scheduled for Thursday, March 30.

Barbara reminded the Task Force that written comments to the 2024 Integrated Report are due Monday, April 3.

Update: TMDL Implementation Plan (Tess Dunham, KSC and Steve Wolosoff, GEI Consultants)

Steven Wolosoff, GEI Consultants provided a brief overview of today's TMDL Implementation Plan discussion topics to cover, which included: updates to the stakeholder's jurisdictions, updates to the watershed model, implementation tasks and updates to other projects.

The following comments will be addressed within the Watershed Model:

- A discrepancy was identified in the Non-Dairy CAFO numbers and CAFO numbers. To address this issue, Steve will meet with James Klang and Pat Boldt to discuss and make the appropriate adjustments. Barbara Barry requested to be part of the discussion.
- The Task Force requested Steve to break down the loads by sub-watershed zone and land use for each Lake (Lake Elsinore and Canyon Lake).
 - It was also requested that the results be converted to acres.
- It was requested that an additional category be added under Agriculture in Table 6-1 Allocations for Watershed Runoff in Lake Elsinore and Canyon Lake Nutrient TMDLs to help to show compliance with Water Code Section 13267.

The following comment will be address as part of the Implementation Program:

- Removal of On-site retention as a compliance demonstration.

Barbara stated that issues with lake compliance are complicated and require in-lake solutions and encouraged collaboration between stakeholders. She added that she believes some of the details with individual compliance can be worked out through the individual permits and orders. Additionally, this may require a reevaluation of the water quality standards.

Based on today's conversation, Steve will work on sending out a draft within the next couple of weeks.

Barbara would like to schedule a workshop for Regional Board prior to taking it forward for adoption in 2024. Tess Dunham, Richard Meyerhoff, Steve Wolosoff, Barbara Barry and Rachel Gray will meet to plan said workshop.

A copy of this presentation is available on the SAWPA website under Agendas and Meeting Materials: https://sawpa.org/wp-content/uploads/2023/04/Update-to-TMDL-Revision_032823.pdf.

Update: Draft 2024 Integrated Report (303(d) list) (Tess Dunham, KSC)

Tess Dunham, of Kahn, Soares, and Conway, LLP, shared a draft comment letter to State Water Board regarding the 2024 Integrated Report, briefly discussing the issues specifically related to the LE&CL TMDL Task Force. She informed the Task Force that comments are due to State Board by noon on April 3rd. She requested that the Task Force submit their comments to the draft letter by Thursday, March 30.

A copy of this handout is available on the SAWPA website under Agendas and Meeting Materials: https://sawpa.org/wp-content/uploads/2023/03/03_28_2023-Draft-Comments-on-2024-Integrated-Report.docx.

Update: Canyon Lake Alum Application (LESJWA Staff)

Rachel Gray informed the Task Force that there was a need for a 2023 Canyon Lake Alum application and it is tentatively scheduled for the week beginning Monday, April 10th.

Update: Lake Elsinore Lake Elsinore Algae Harvesting

Prop 1 Rd 1 grant funded Innovative Algae Harvesting Technologies (WSP USA)

John Rudolph, representing WSP USA, provided an update on the Lake Elsinore Algae Treatability Pilot Study. The Field Data Report is complete and out for review by the City of Lake Elsinore and the various vendors involved. They are currently in the process of putting together a Treatment Feasibility Report.

A copy of this presentation is available on the SAWPA website under Agendas and Meeting Materials: https://sawpa.org/wp-content/uploads/2023/03/LE-Algal-Pilot-Study_032823.pdf.

Prop 1 Rd 2 grant application AECOM Algae Harvesting Technology (LESJWA Staff)

Rachel Gray stated the application for Prop 1 Rd 2 grant application for the pilot testing of the AECOM Algae Harvesting Technology at Lake Elsinore, was successfully submitted by SAWPA and that DWR is expected to announce awards in July 2023.

Task Force Administration (LESJWA Staff)

Status: FY 2023-24 Budget

Rachel Gray reminded the Task Force that a draft FY 2023-24 budget (that was shared with stakeholder via email on November 21, 2022) was approved by the LE&CL Task Force members by email vote on January 31, 2023. Invoices will be sent out in July.

Schedule Next Meeting

The next LE/CL TMDL Task Force meeting is scheduled for Tuesday, April 25, 2023, at 1:00 p.m.

Adjourn

The meeting was adjourned at 3:15 p.m.

DRAFT

Table Summary of Agreements and Actions

Date of Action/Agreement	Action/Agreement	Responsible Entities Reaching Agreement
September 28, 2021	<ul style="list-style-type: none"> Approve funding in the amount of up to \$30,000 to CDM Smith to assist Task Force technical issues, including but not limited to, initial discussions regarding content and scope of TMDL Implementation Plan revisions should the Task Force decide to provide resources for further revising the 2018 draft TMDL. 	Voting Task Force members.
November 3, 2021	<ul style="list-style-type: none"> Approve moving forward with the proposed step-wise approach to updating the TMDL Technical Report and its timeline. 	Voting Task Force members
January 10, 2022	-	-
March 2, 2022	<ul style="list-style-type: none"> The Task Force agreed to submit a comment letter to the Draft Staff Working Proposal for MS4 Permit by March 18, 2022. Regional Board confirmed that they would accept the comments past their soft deadline of March 10. Approved the alum application to the Canyon Lake if the February monitoring data exceeds 0.09. 	Voting Task Force members
April 20, 2022	<ul style="list-style-type: none"> Approved execution of the Key Principles for Technical TMDL Revision by Mark, Norton Task Force Administrator on behalf of the voting members of the task force subject to revisions discussed at the 4/20/2022 task force meeting. Approved submittal of the Task Force Comment letter to Regional Board on the Staff Working Proposal for the MS4 Permit upon revision discussed at the 4/20/2022 task force meeting. Regional Board abstained from action and conversation of this matter. Approved amendment #3 to extend the LE/CL TMDL Task Force Agreement for a period of three years to June 30, 2025, with the option that the Agreement, while still in full force and effect, may be extended an additional two years, to June 30, 2027, by means of Administrative Action by the Task Force Administrator 	Voting Task Force members; Excludes Regional Board in relation to the Comment Letter to Regional Board on the Staff Working Proposal for the MS4 Permit.
June 27, 2022	-	-
August 17, 2022	<ul style="list-style-type: none"> Approved execution of the Key Principles for Technical TMDL Revision by Mark Norton, Task Force Administrator on behalf of the voting members of the LE&CL TMDL Task Force. Approved a proposal by CDM Smith and a recommendation to the LESJWA Board to authorize a Task Order to update and revise the technical document and additional TMDL technical support services. 	Mark Norton, Task Force Administrator on behalf of the voting members of the LE&CL TMDL Task Force
September 27, 2022	-	-
November 14, 2022	<ul style="list-style-type: none"> Transfer the remaining balance of the contract work supported by Steven Wolosoff as of December 31, 2022 from CDM Smith and enter into an agreement with GEI Consultants to complete work starting on January 1 2023. Exercise an option for a two year extension with WSP USA to oversee and implement TMDL Compliance Monitoring. Program. 	Voting Task Force members
January 10, 2023	-	-
February 15, 2023	<ul style="list-style-type: none"> The Task Force moved to provide LESJWA staff in coordination with the Task Force consulting team the authority to make a determination on the need for a Spring 2023 alum application based upon review of the February 2023 Canyon Lake monitoring results to be provided by WSP USA. 	Voting Task Force members.
March 28, 2023	-	-



EDUCATION AND OUTREACH COMMITTEE
Monday, January 23, 2023, 1:30 p.m.
(Meeting was held as a Zoom virtual meeting)

Members Present: Mark Norton, Chair, SAWPA
Ben Foster, City of Lake Elsinore
Dale Welty, City of Canyon Lake
Mikayla Coleman, SAWPA
Rick Whetsel, SAWPA
Rachel Gray, SAWPA

Absent: Scott Bruckner, Riverside County Executive Office
Alex Teahen, City of Lake Elsinore
Bonnie Woodrome, East Valley Municipal Water District

Others: Liselle DeGrave, DeGrave Communications

- **Call to Order**

Mr. Norton called the virtual Zoom meeting to order at 1:35 pm.

- **Additions/Corrections to Agenda**

None

- **Approval of Meeting Notes**

No additional corrections or additions to the agenda were made by the Committee.

- **Lake Levels**

Current Lake Levels:

The current lake level at Lake Elsinore is 1238.91 (January 16), and the level at our last meeting was 1237.33 (October 18).

The current lake level at Canyon Lake is 1382.16 (January 16), and the level at our last meeting was 1378.67 (October 18).

- **Lake Elsinore Update**

All data from the City of Lake Elsinore's Proposition 1 Round 1 Algal Removal Pilot Study review is expected by the end of January. The final report will be completed in early Spring. The initial findings from the Pilot Studies reflect some positive effects from the treatment.

Mr. Foster shared that the Pilot project for Round 2 funding has been submitted to the Santa Ana Watershed Project Authority (SAWPA) and is awaiting submission to the Department of Water Resources (DWR). Currently City of Lake Elsinore is awaiting the state funding before media coverage.

- **Canyon Lake Update**

The technical advisory committee for the Canyon Lake Update have decided to wait until February 2023 lake water quality reports to determine if alum should be added. The alum application will be further discussed at task force meetings.

- **Communication Report**

Ms. DeGrave gave an overview presentation of the work completed by DeGrave from July 2022 – December 2022. She shared that overall LEJWA social media is up 6.5% over the past 90 days.

- **Discussion Items**

- February 16th LESJWA Board Workshop:

Mr. Welty requested that the workshop be held around a roundtable rather than the EVWMD Board dais so there needs to be further investigation to decide where the Feb Board/Workshop meeting will be held. Currently the meeting will be held at Elsinore Valley Water District. Mr. Welty will check with the City of Canyon lake to see if a more suitable space is available.

- ACOE Aquatic Habitat Feasibility Study Status:

Mr. Foster shared that he has been attending the meetings for ACOE since spring of 2022. He shared that the progress of the group is slow, however they have narrowed down projects from four to two. The two projects being considered are:

1. Widening in-flow/pump area near channel outlet into Lake Elsinore
2. San Jacinto River Inlet Tamarisk Removal

Mr. Foster further reported that both projects will be doable with the grant funding of \$10 million and additional percentage will be used for recreation improvement. Army Corps is currently pushing for a match of funds from all parties.

- DeGrave Communications Contract Time Extension:

Mr. Norton kindly excused DeGrave Communications President, Liselle DeGrave, so that discussion could be held among the LESJWA Education an Outreach Committee about whether the DeGrave Communications contract should be extended in time since it will be expiring at the end of this fiscal year. Mr. Foster shared that DeGrave’s work is helpful, comprehensive, and self-motivated. Mr. Welty shared that he feels DeGrave Communications meets and exceeds all expectations and sees no reason to file for an RFP. Ms. Coleman shared that DeGrave appears to have a good working knowledge of LESJWA and its goals and recommends the Committee continue working with the firm. The consensus of the committee is that they are satisfied with DeGrave Communication’s work and will recommend extending their contract at the LESJWA Board meeting in April 2023.

- **Discuss Items for Next Agenda**

- Cloud Seeding
- PFAS
- Bluewater Energy Storage Project

- **Next Meeting Date**

Date/Time: Monday March 27, 2023, | 1:30 pm

Location: Virtual Meeting via Zoom



EDUCATION AND OUTREACH COMMITTEE
Monday, March 27, 2023, 1:30 p.m.
(Meeting was held as a Zoom virtual meeting)

Members Present: Mark Norton, Chair, SAWPA
Ben Foster, City of Lake Elsinore
Dale Welty, City of Canyon Lake
Rick Whetsel, SAWPA
Rachel Gray, SAWPA
Bonnie Woodrome, Elsinore Valley Municipal Water District

Absent: Scott Bruckner, Riverside County Executive Office
Alex Teahen, City of Lake Elsinore

Others: Liselle DeGrave, DeGrave Communications

- **Call to Order**

Mr. Norton called the virtual Zoom meeting to order at 1:32 pm.

- **Additions/Corrections to Agenda**

None

- **Approval of Meeting Notes**

No additional corrections or additions to the agenda were made by the Committee.

- **Lake Levels**

Current Lake Levels:

The current lake level at Lake Elsinore is 1243.04 (March 20), and the level at our last meeting was 1238.91 (January 16).

The current lake level at Canyon Lake is 1381.93 (March 20), and the level at our last meeting was 1382.16 (January 16).

- **Lake Elsinore Update**

Pilot Study Update:

Mr. Foster reported that the City of Lake Elsinore consultant, WSP, for the City of Lake Elsinore's Proposition 1 Round 1 Algal Removal Pilot Study has prepared their draft final report of the pilot results. The draft report is currently under review by the City of Lake Elsinore staff and the vendors of the various technologies. The appendices associated with the report are still be worked on by WSP. The final results and report are anticipated to be finalized and released by mid-April 2023. Mr. Norton asked if there were any overall results that Mr. Foster could share based on his review of the draft final report. He shared that there was no one technology that

stood out as the answer to the algal challenges at Lake Elsinore and that the results of the technology were less significant than hoped for by the City of Lake Elsinore.

Mr. Norton shared that the final WSP report will eventually be submitted to the Santa Ana Watershed Project Authority (SAWPA) and the Department of Water Resources (DWR) in the future as a final deliverable of the Prop 1 Round 1 IRWM grant.

- **Canyon Lake Update**

- Spring alum application, April 10-14

Mr. Norton reported that the technical advisory committee for the Canyon Lake alum applications recommend that the contractor, Aquatechnex, still plan on applying the spring alum application on April 10-14 unless rains are forecast that week, in which case, the alum application should be postponed. LESJWA staff, the technical advisory committee and the contractor would not want to have aluminum sulfate flow of the dam as part of the overflows under high stormflow rain events coming from the upper watershed into Canyon Lake. If this happened the benefit of the alum application to Canyon Lake would be lost and become less effective. Delays on the timing of the spring application should not be an issue if the next alum application occurs prior to the heavy public use, Memorial Day weekend of the lake.

- Alum outreach update

Ms. DeGrave reported that the announcement about the next alum application has been shared with the Canyon Lake Insider, Canyon Lake Friday Flyer, the POA and the City.

- **Community Events**

- Splash into Spring, March 25

Ms. DeGrave shared that the LESJWA booth at the EVMWD Splash into Spring event went very well with good attendance held last Saturday, March 25th. Mr. Norton reported that the LESJWA booth was located right next to the SAWPA booth, which he helped staff, so both of the booths staff were able to chat and refer people over to the other booth on questions.

- Menifee Better Together/ Earth Day, April 22

Mr. DeGrave reported that the next outreach event with a LESJWA Booth will be with the City of Menifee to be held on their Menifee Better Together/Earth Day event scheduled for April 22, 2023.

- Fiesta Day, May 27

Ms. DeGrave shared that as in past years, DeGrave Communications will also operate a booth at the Canyon Lake Fiesta Day. Due to some construction work being conducted at main dock area of Canyon Lake, the location of the Fiesta Day event will likely be held at the east entrance of Canyon Lake.

Ms. DeGrave reported that their budget for the current fiscal year was sufficient to cover all three of the previously described outreach events. Mr. Norton asked if there were any City of Lake Elsinore public outreach events in which LESJWA could have a booth staffed by DeGrave Communications. Mr. Foster reported that there were several outreach events but the best for LESJWA would likely be the Kids Fishing Derby at Lake Elsinore planned for June 3, 2023 at Launch Pointe. Ms. DeGrave said she would check to see if having a LESJWA booth at this event can still be done under her firm's current budget.

- **Discussion Items**

- Three Year Proposal

Ms. DeGrave shared the draft proposal from DeGrave Communications for LESJWA Education and Outreach support for the next three fiscal years with a scope of work, budget and schedule. This proposal reflects direction from the LESJWA Education and Outreach Committee to recommend to the LESJWA Board that the education and outreach support continue using the services of DeGrave Communications. The Committee at their last meeting stated that the support services of DeGrave Communications for LESJWA has been excellent and that conducting another RFP just three years after the previous one would not be cost effective to LESJWA and would likely result in the selection of the same consultant.

The three-year proposal also reflects an increased workload and costs for the 1st and 3rd fiscal years when the LESJWA Water Summit is conducted since there is increased activity and work required of DeGrave Communications for those years. Overall, the average increase for the three years is about 17% more than the previous three-year contract which is in line with increases that other public outreach firms are experiencing.

- Brochure

Ms. DeGrave discussed and shared the new draft tri-fold brochure that she has prepared for the Committee. LESJWA has already provided its comments and the Committee was invited to provide any additional comments. No additional edits were noted at this time.

- PowerPoint

Ms. DeGrave shared that she has prepared a new PowerPoint presentation template that can be used for future presentations and would be sending it out after the meeting.

- **Discuss Items for Next Agenda**

No items were suggested.

- **Next Meeting Date**

Mr. Norton stated that this LESJWA Education and Outreach Committee will be his last since he is retiring on June 1, 2023. Rachel Gray from SAWPA will be taking over the facilitation and chair of the LESJWA Education and Outreach Committee. Mr. Norton shared his appreciation to the Committee for the opportunity to work with them all for so many years.

Date/Time: Monday June 26, 2023, | 1:30 pm

Location: Virtual Meeting via Zoom

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LESJWA BOARD MEMORANDUM NO. 2023.03

DATE: April 24, 2023
TO: LESJWA Board of Directors
SUBJECT: Funding Agreement Amendment #2 with RCFC&WCD
PREPARED BY: Mark R. Norton, P.E. Authority Administrator

RECOMMENDATION

Approve Funding Agreement Amendment #2 with RCFC&WCD which authorizes support for the implementation and administration of watershed programs for Lake Elsinore and Canyon Lake through the end of FY 2027-2028.

BACKGROUND

On February 25, 2015 and April 19, 2017, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) and LESJWA executed a funding agreement with amendments to provide \$20,000 per 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 Amendment #2 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 from FY 23-24 through FY 2027-28, a total of \$100,000, can be used for the administrative and management activities of the LESJWA JPA.

RESOURCE IMPACTS

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.

Attachments:

1. Funding Agreement Amendment #2 – Support for the Implementation and Administration of Watershed Programs for Lake Elsinore and Canyon Lake through the end of FY 2027-2028.

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Second Amendment To Funding Agreement
Support for the Implementation and Administration of
the Watershed Programs for Lake Elsinore and Canyon Lake
FY 2023/2024 – FY 2027/2028

This Second Amendment to Funding Agreement ("Second Amendment"), dated _____, 2023 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 Second 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 [DISTRICT's Board Agenda Item No. 11.3], hereinafter called "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. On June 9, 2020 [DISTRICT's Board Agenda Item No. 11.2], DISTRICT and LESJWA entered into that certain First Amendment, hereinafter called ("First Amendment") to continue its support of LESJWA's implementation and administration of these programs on behalf of the Santa Ana Region National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System Permit ("MS4 PERMIT") for DISTRICT, County of Riverside and the Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto and Wildomar (known collectively as "MS4 PERMITTEES").

C. The Original Agreement together with First Amendment are collectively referred to herein as ("Agreements").

D. The Parties wish to amend Agreements to extend the term period for an additional five (5) years to address NPDES MS4 PERMIT requirements for Canyon Lake and Lake Elsinore.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

1. Recital F of Agreements are 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 MS4 PERMITTEES by contributing an additional amount of One Hundred Thousand Dollars (\$100,000) for Fiscal Years 2023/2024, 2024/2025, 2025/2026, 2026/2027, and 2027/2028, with a further cap of not to exceed Two Hundred Twenty Thousand Dollars (\$220,000) over the entire term of this Agreement; and

2. Section II.1. of the Agreements are hereby replaced in its entirety by the following:

II.1. Pay LESJWA within forty-five (45) calendar days after receipt of an appropriate invoice as set forth in Section I.1. DISTRICT's financial contribution to LESJWA shall not exceed the total sum of Twenty Thousand Dollars (\$20,000) per fiscal year for Fiscal Years 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2023/2024, 2024/2025, 2025/2026, 2026/2027, and 2027/2028. Furthermore, DISTRICT's total

financial contribution shall not exceed a total sum of Two Hundred Twenty Thousand Dollars (\$220,000) over the entire term of this Agreement.

3. 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 Two Hundred Twenty Thousand Dollars (\$220,000) over the entire term of this Agreement.

4. CAPITALIZED TERMS. Second Amendment to prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreements, as heretofore amended. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Agreements as heretofore amended and shall supplement the remaining provisions thereof.

5. MISCELLANEOUS. Except to the extent specifically deleted, added to, amended or modified herein, all the terms, covenants and conditions of said Agreements shall remain in full force and effect and shall apply with the same force and effect between the parties hereto. Subject to the provisions of the Agreements 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 Second Amendment or the Agreements shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreements, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreements shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or LESJWA.

6. EFFECTIVE DATE. This Second Amendment shall not be binding or consummated until July 1, 2023, and its approval by DISTRICT's Board of Supervisors and fully executed by the Parties.

7. This Second Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

8. Each Party of this Second Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Second Amendment. The Parties further agree that the electronic signatures of the Parties included in this Second Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the Parties hereto have executed this Second 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

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By _____
Deputy

(SEAL)

Second Amendment to Funding Agreement
Support for the Implementation and Administration of the
Watershed Programs for Lake Elsinore and Canyon Lake
FY 2023/2024 – FY 2027/2028
04/05/23
SAK:blm

**LAKE ELSINORE AND SAN JACINTO
WATERSHEDS AUTHORITY**

Dale Welty, Chair

Lake Elsinore and San Jacinto Watersheds
Authority Board of Directors

Second Amendment to Funding Agreement
Support for the Implementation and Administration of the
Watershed Programs for Lake Elsinore and Canyon Lake
FY 2023/2024 – FY 2027/2028
04/05/23
SAK:blm

LESJWA BOARD MEMORANDUM NO. 2023.04

DATE: April 24, 2023
TO: LESJWA Board of Directors
SUBJECT: LESJWA Administrative Support
PREPARED BY: Mark R. Norton, P.E. Authority Administrator

RECOMMENDATION

Approve continuing support of LESJWA administration using SAWPA staff for the next two budget cycles (four fiscal years); and if desired, direct staff to prepare an agreement between SAWPA and LESJWA for SAWPA's role as the JPA administrator for approval at a future Board meeting.

BACKGROUND

In June 2021, staff shared that under the JPA agreement, the LESJWA Board has authority to appoint an authority administrator, as well as to hire other staff as needed. Staff indicated that the LESJWA Board had previously agreed to have the Santa Ana Watershed Project Authority (SAWPA) as the appointed authority administrator for LESJWA since its formation in May 2000. Additionally, as part of its role as the LESJWA Administrator, SAWPA has continued its role as administrator for the Lake Elsinore and Canyon Lake Total Maximum Daily Load (LE/CL TMDL) Task Force and has done this since its creation in 2006. Staff also shared at that time that SAWPA remained supportive of serving in this role to LESJWA as well as remaining a funding partner to the JPA and has included the labor support and funding in their SAWPA Two Year Budget.

To ensure continuity, institutional memory, maintain efficiency and effectiveness, staff recommended that the LESJWA Board formally express their support for SAWPA to continue its authority administrator role for LESJWA for at least the next four fiscal years. This action would demonstrate the LESJWA Board's preferences should questions arise over administration and the continuing role of SAWPA as LESJWA's authority administrator. The LESJWA Board agreed to only continue support of SAWPA as the LESJWA Administrator for an additional fiscal year at that time to allow time for staff to explore other options for the administration to be explored.

DISCUSSION

At the February 20, 2023, LESJWA Board Workshop, the issue of the administration of LESJWA was again examined with a detailed look at various other options previously examined by SAWPA staff. At the workshop, the LESJWA Board asked that staff evaluate this role for SAWPA but to also include two other options besides having SAWPA serve as the administrator of LESJWA and the LE/CL TMDL Task Force and to bring those options to the LESJWA Board at the next LESJWA Board meeting. After further correspondence with the Board member who proposed additional options be explored, particular interest was expressed that the two other potential administrating entities for LESJWA might be the City of Lake Elsinore and the County of Riverside.

Staff reached out and met with the Lake Elsinore City Manager, Jason Simpson, and his staff to discuss this administration option, to determine interest levels, and to solicit a cost

proposal from them. Staff also reached out to County of Riverside staff, Scott Bruckner, where this option was also discussed. Resources were provided to both to examine the budgetary costs and the feasibility of either entity taking over this role.

Based on correspondence with Scott Bruckner, County of Riverside, the county management staff did discuss this option and recommended that SAWPA continue in this administrative role for LESJWA since they have the institutional knowledge and systems in place rather than trying to use County of Riverside staff to take over this effort. Staff did conduct follow-up with the City of Lake Elsinore City Manager, Jason Simpson, to determine if there was any interest from the City of Lake Elsinore in this role, including a possible proposal. No response was received by staff at the time of LESJWA Board agenda packet preparation.

After analysis of various administrative options and based on feedback received, staff recommends that the administration of LESJWA and the LE/CL TMDL Task Force continue with SAWPA for the following reasons:

- Experienced staff
- Proven track record
- Neutral facilitator
- Cooperative relationship with Federal, State and Regulatory Agencies
- Pro-active as reflected by Prop 1 Round 2 IRWM grant application
- Use of SAWPA Legal Counsel helps minimize legal costs
- Current LESJWA mission reflects equal focus on both lakes, Lake Elsinore and Canyon Lake, and the watershed, so administration of JPA by solely one lake city may not be deemed acceptable to other JPA member agencies
- SAWPA has budgeted for its role as administrator of LESJWA and of the LE/CL TMDL Task Force for the next two fiscal years

Based on a suggestion from the LESJWA Workshop, an agreement could be executed between SAWPA and LESJWA to provide administrative support to LESJWA for the next four years, or next two, 2-year budget cycles. There is no requirement for a formal agreement so board action and direction may be sufficient.

RESOURCE IMPACTS

The current two fiscal year draft LESJWA Budget reflects funding and staff labor time by SAWPA for LESJWA activities including LE/CL TMDL stakeholder funding, grant administration funding, and local contributions from LESJWA member agencies.

LESJWA BOARD MEMORANDUM NO. 2023.05

DATE: April 24, 2023
SUBJECT: LESJWA FYE 2024 and 2025 Budget
TO: LESJWA Board of Directors
FROM: Mark Norton, LESJWA Authority Administrator

RECOMMENDATION

Approve the FYE 2024 and 2025 LESJWA budget and invoice each LESJWA member agency and RCFC&WCD at the start of the new fiscal year based on contribution levels as reflected in the budget.

BACKGROUND

The attached budget (Attachment 1) covers activities of the Authority for the next two fiscal years, from July 1, 2023 to June 30, 2025. It lists the existing projects, studies, and administrative costs associated with operating the agency and implementing TMDL projects. Based on projections of costs, funding by member agencies and additional funding provided by the Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force and Riverside County Flood Control and Water Conservation District (RCFC&WCD) 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 is adequate and can be used for discretionary items.

The major activities planned for the next two fiscal years include support for the Basin Plan Amendment associated with the new TMDL Revision, continuing the alum application at Canyon Lake and continuing the Education and Outreach Program. Ongoing activities of watershed and lake monitoring will also continue.

For the next two fiscal years, 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.

Staff continue to monitor outside funding sources for future planning and projects that LESJWA can undertake. LESJWA worked closely with the City of Lake Elsinore in preparing the Proposition 1 Round 2 IRWM grant application for the algal removal pilot project to benefit Lake Elsinore water quality. Since this pilot project requires a 50% local cost share, the project scope reflects funding from the City of Lake Elsinore of \$2.5 million to match the \$2.5 million grant. The pilot project spans three years and will examine a technology proposed by AECOM designed to help increase oxygen levels and remove and treat the algae in 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.

Attachment 2, shown as additional information, reflects the FY 2023-2024 LE/CL TMDL Task Force Budget. This budget was reviewed and approved by the Task Force in April 2023 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 continuing the same member agency funding contribution amounts of \$10,000 for SAWPA, and \$20,000 each from Elsinore Valley Municipal Water District, the City of Lake Elsinore, City of Canyon Lake and the County of Riverside. The budget reflects continued funding of \$20,000 per year through FY 25-26 from RCFC&WCD as agreed to by the joint funding agreement.

The budget assumes continued administration of LESJWA by SAWPA with their projected labor support.

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 LESJWA Budget for FYE 2024 and FYE 2025
2. FY 2023-24 LE/CL TMDL Task Force Budget

**DRAFT FY 23-24 24-25 BUDGET
(4-20-2023)**

	FY 22-23 Budget Total	FY 22-23 Actual thru 2/28/23	FY 22-23 Expected Total	FY 23-24 Budget Total	FY 24-25 Budget Total
Operating Revenue					
JPA Cash Balance Transfer	20,260		19,337	16,735	10,410
JPA LAIF Interest	1,650	1,659	1,659	1,650	1,650
Member & Other Agency Contributions*	110,000	110,000	110,000	110,000	110,000
JPA Adm S	131,910	111,659	130,996	128,385	122,060
Member Agency TMDL contributions	217,399	217,400	217,400	206,809	206,809
Other Agency TMDL contributions	560,052	560,052	560,052	522,651	522,651
TMDL Stakeholder Contributions Subtotal	777,451	777,452	777,452	729,460	729,460
Canyon Lake LEAMS contributions	3,900	3,900	3,900	3,900	3,900
Other TMDL Agency LEAMS contributions	120,600	120,600	120,600	120,600	120,600
LEAMS Excess Offset Credit Subtotal	124,500	124,500	124,500	124,500	124,500
Total Revenue	1,033,861	1,013,611	1,032,948	982,345	976,020
Operating Expenditures					
JPA Administration					
Salaries, burden & OH (SAWPA)	85,500	70,060	85,500	85,500	85,500
Audit Fees	5,600	5,325	5,325	5,600	6,200
Consulting - Public Relations Program	25,000	15,300	25,000	31,675	24,550
Santa Ana River Watershed Weather Modification Pilot	10,000	10,000	10,000		
Legal Fees	1,100	-	1,100	1,100	1,100
Meetings and Conference Expense	-	51	75	-	-
Shipping & Postage	50		50	50	50
Other Expense	400	67	150	400	400
Insurance Expense	3,000	2,536	2,536	2,800	3,000
Banking Fees	1,000		1,000	1,000	1,000
Office Supplies	60		60	60	60
Interest Expense	200	121	200	200	200
JPA Adm Subtotal	131,910	103,460	130,996	128,385	122,060
TMDL Task Force					
TMDL - Administration (SAWPA)	102,000	81,414	102,000	102,000	102,000
TMDL studies, monitoring, reg support	456,775	210,654	456,775	408,784	408,784
Canyon Lake Lake Treatment	230,676	121,567	230,676	230,676	230,676
LEAMS Excess Offset Credit Payment	112,500		112,500	112,500	112,500
Task Force Contingency		-			
TMDL Expenditures Subtotal	901,951	413,635	901,951	853,960	853,960
Total Expenditures	1,033,861	517,095	1,032,947	982,345	976,020
JPA Fund Balance	38,926	56,312	36,975	16,715	6,305
TMDL Fund Balance		615,291	126,975		
* Member agency allocation - City of LE	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - EVMWD	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - Co of Riv	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - City of CL	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - SAWPA	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
* Other agency contribution - RCFCWCD	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
				\$110,000	\$110,000

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Summary Task Force Expenditures

Approved
2023-24

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	\$ 74,000
Tess Dunham / Kahn, Soares & Conway	\$ 74,000
3. TMDL Compliance Monitoring	\$ 254,784
Watershed-wide Nutrient Monitoring Program	\$ 80,829
Lake Elsinore Nutrient Monitoring Program (includes TMDL Compliance report support)	\$ 101,414
Canyon Lake Nutrient Monitoring Program	\$ 72,541
4. TMDL Compliance Reporting & Modeling	\$ 80,000
2020 TMDL Compliance Report	\$ -
TMDL Support Services	\$ 30,000
Lake Simulation Models	\$ -
TMDL Update / Approval Process	\$ 50,000
Additional Implementation Projects	\$ -
Aerial Land Use Surveys (every 5 years)	\$ -
5. Contingency	\$ -
Part A: TMDL Task Force Budget:	\$ 488,784

Part B: TMDL Project Budget

6. Lake Elsinore Project Alternatives	
Lake Elsinore Aeration and Mixing System (LEAMS) Offset Credit Purchase	\$ 124,500
LEAMS O&M	\$ 124,500
Fishery Management	\$ -
Fishery Survey	\$ -
Carp Removal Program (Fishery Management O&M)	\$ -
Project Administration	\$ -
7. Canyon Lake Project Alternatives	\$ 240,676
Chemical Additions - Alum Dosing	\$ 230,676
Project Administration	\$ 10,000
Project Contingency	\$ -
TMDL Task Force Part B Implementation Budget	\$ 365,176
LE&CL TMDL Implementation Budget:	\$ 853,960

Task Force Administration

- Organize and facilitate TMDL TASK FORCE meetings,
- Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK
- 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

TMDL Support Services

- Support Task Force in tracking individual nutrient load allocations/reductions
- Support LEAMS effectiveness demonstration
- Support Canyon Lake Alum Project (evaluate need / calculate dose)
- Conduct Technical Analyses as requested by the Task Force

Task Force Agency Contributions Summary

Approved
2023-24

1. Task Force Agency Allocation

	Total
MS4 Co-Permittees (Total)	\$ 633,289
Riverside County	\$ 112,093
City of Beaumont	\$ 29,556
City of Canyon Lake	\$ 38,169
City of Hemet	\$ 48,331
City of Lake Elsinore	\$ 33,046
City of Moreno Valley	\$ 89,450
City of Murrieta	\$ 35,575
City of Perris	\$ 54,033
City of Riverside	\$ 29,556
City of San Jacinto	\$ 29,556
City of Menifee	\$ 104,258
City of Wildomar	\$ 29,665
Elsinore Valley Municipal Water District (EVMWD)	\$ 27,401
San Jacinto Agricultural Operators (WRCAC)	\$ 28,067
San Jacinto Dairy & CAFO Operators *	\$ 3,000
CA Department of Transportation	\$ 37,321
CA DF&W - San Jacinto Wetlands	\$ 26,556
Eastern Municipal Water District	\$ 26,556
March Air Reserve Base Joint Powers Authority	\$ 35,545
US Air Force (March Air Reserve Base)	\$ 36,225
Total Funding Required	\$ 853,960

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

2. Lake Elsinore Aeration and Mixing System (LEAMS) Offset Credit Allocation (to be handled by separate agreement)

Approved
2023-24

MS4 Co-Permittees	\$ 110,100
Riverside County	partner
City of Beaumont	\$ 3,000
City of Canyon Lake	\$ 3,900
City of Hemet	\$ 8,400
City of Lake Elsinore	partner
City of Moreno Valley	\$ 31,500
City of Murrieta	\$ 3,000
City of Perris	\$ 15,900
City of Riverside	\$ 3,000
City of San Jacinto	\$ 3,000
City of Menifee	\$ 31,200
City of Wildomar	\$ 7,200
Elsinore Valley Municipal Water District (EVMWD)	partner
San Jacinto Agricultural Operators (WRCAC)	\$ -
San Jacinto Dairy & CAFO Operators	\$ 3,000
CALTRANS - freeway	\$ 5,100
CA DF&W - San Jacinto Wetlands	\$ -
Eastern Municipal Water District (EMWD)	\$ -
March Air Reserve Base Joint Powers Authority	\$ 3,000
US Air Force (March Air Reserve Base)	\$ 3,300
Funding Required	\$ 124,500

Notes: LEAMS Excess Offset Credits are based upon modeling conducted by Dr. Alex Horne (Horne Dec. 2012 and Horne Mar. 2015). Credit Allocations are estimated as the number of credits to bring stakeholder into compliance (CDM Smith 2020).

Task Force Agency Contributions Detailed Tables

Approved
2023-24

Part A: Task Force Regulatory/Administrative Budget

Task Force Regulatory/Administrative Expenses

Allocation

MS4 Co-Permittees		\$ 98,658
Riverside County		\$ 8,221
City of Beaumont		\$ 8,221
City of Canyon Lake		\$ 8,221
City of Hemet		\$ 8,221
City of Lake Elsinore		\$ 8,221
City of Moreno Valley		\$ 8,221
City of Murrieta		\$ 8,221
City of Perris		\$ 8,221
City of Riverside		\$ 8,221
City of San Jacinto		\$ 8,221
City of Menifee		\$ 8,221
City of Wildomar		\$ 8,221
Elsinore Valley Municipal Water District (EVMWD)		\$ 8,221
San Jacinto Agricultural Operators (WRCAC)	<i>(72.8% of Irrigated Ag)</i>	\$ 6,013
San Jacinto Dairy & CAFO Operators *		\$ -
CALTRANS - freeway		\$ 8,221
CA DF&W - San Jacinto Wetlands		\$ 8,221
Eastern Municipal Water District		\$ 8,221
March Air Reserve Base Joint Powers Authority		\$ 8,221
US Air Force (March Air Reserve Base)		\$ 8,221
	Funding Required	\$ 154,000

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

TMDL Compliance Monitoring Expenses

Watershed-wide Nutrient Monitoring Program

Allocation

MS4 Co-Permittees			\$ 54,702
Riverside County			\$ 4,558
City of Beaumont			\$ 4,558
City of Canyon Lake			\$ 4,558
City of Hemet			\$ 4,558
City of Lake Elsinore			\$ 4,558
City of Moreno Valley			\$ 4,558
City of Murrieta			\$ 4,558
City of Perris			\$ 4,558
City of Riverside			\$ 4,558
City of San Jacinto			\$ 4,558
City of Menifee			\$ 4,558
City of Wildomar			\$ 4,558
Elsinore Valley Municipal Water District (EVMWD)			-na-
San Jacinto Agricultural Operators (WRCAC)	<i>(72.8% of Irrigated Ag)</i>		\$ 3,335
San Jacinto Dairy & CAFO Operators *			\$ -
CALTRANS - freeway			\$ 4,558
CA DF&W - San Jacinto Wetlands			\$ 4,558
Eastern Municipal Water District			\$ 4,558
March Air Reserve Base Joint Powers Authority			\$ 4,558
US Air Force (March Air Reserve Base)			\$ 4,558
	Funding Required		\$ 80,829

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

Lake Elsinore Nutrient Monitoring Program

Allocation

MS4 Co-Permittees	\$ 64,969
Riverside County	\$ 5,414
City of Beaumont	\$ 5,414
City of Canyon Lake	\$ 5,414
City of Hemet	\$ 5,414
City of Lake Elsinore	\$ 5,414
City of Moreno Valley	\$ 5,414
City of Murrieta	\$ 5,414
City of Perris	\$ 5,414
City of Riverside	\$ 5,414
City of San Jacinto	\$ 5,414
City of Menifee	\$ 5,414
City of Wildomar	\$ 5,414
Elsinore Valley Municipal Water District (EVMWD)	\$ 5,414
San Jacinto Agricultural Operators (WRCAC) <i>(72.8% of Irrigated Ag)</i>	\$ 3,960
San Jacinto Dairy & CAFO Operators *	\$ -
CALTRANS - freeway	\$ 5,414
CA DF&W - San Jacinto Wetlands	\$ 5,414
Eastern Municipal Water District	\$ 5,414
March Air Reserve Base Joint Powers Authority	\$ 5,414
US Air Force (March Air Reserve Base)	\$ 5,414
Funding Required	\$ 101,414

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

Canyon Lake Nutrient Monitoring Program

Allocation

MS4 Co-Permittees	\$ 45,002
Riverside County	\$ 4,091
City of Beaumont	\$ 4,091
City of Canyon Lake	\$ 4,091
City of Hemet	\$ 4,091
City of Lake Elsinore	\$ 4,091
City of Moreno Valley	\$ 4,091
City of Murrieta	\$ 4,091
City of Perris	\$ 4,091
City of Riverside	\$ 4,091
City of San Jacinto	\$ 4,091
City of Menifee	\$ 4,091
City of Wildomar	-na-
Elsinore Valley Municipal Water District (EVMWD)	\$ 4,091
San Jacinto Agricultural Operators (WRCAC) <i>(72.8% of Irrigated Ag)</i>	\$ 2,993
San Jacinto Dairy & CAFO Operators *	\$ -
CALTRANS - freeway	\$ 4,091
CA DF&W - San Jacinto Wetlands	\$ 4,091
Eastern Municipal Water District	\$ 4,091
March Air Reserve Base Joint Powers Authority	\$ 4,091
US Air Force (March Air Reserve Base)	\$ 4,091
Funding Required	\$ 72,541

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

Part B: TMDL Implementation Project Budget

Lake Elsinore Project Alternatives

Fishery Management O&M **

	Allocation
MS4 Co-Permittees	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators (WRCAC)	\$ -
	<i>(72.8% of Irrigated Ag)</i>
San Jacinto Dairy & CAFO Operators *	\$ -
CALTRANS - freeway	\$ -
CA DF&W - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	-na-
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -
Funding Required	\$ -

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

Canyon Lake Project Alternatives

Alum Addition

	Allocation
MS4 Co-Permittees	\$ 208,608
Riverside County	\$ 85,537
City of Beaumont	-na-
City of Canyon Lake	\$ 7,713
City of Hemet	\$ 13,375
City of Lake Elsinore	\$ 6,490
City of Moreno Valley	\$ 31,394
City of Murrieta	\$ 6,019
City of Perris	\$ 11,577
City of Riverside	-na-
City of San Jacinto	-na-
City of Menifee	\$ 46,502
City of Wildomar	-na-
Elsinore Valley Municipal Water District (EVMWD)	\$ 5,404
San Jacinto Agricultural Operators *	\$ 8,642
San Jacinto Dairy & CAFO Operators	-na-
CALTRANS - freeway	\$ 5,665
CA DF&W - San Jacinto Wetlands	-na-
Eastern Municipal Water District	-na-
March Air Reserve Base Joint Powers Authority	\$ 5,989
US Air Force (March Air Reserve Base)	\$ 6,369
Funding Required	\$ 240,676

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

- 1) Offset demand estimates for TP; TN data not used in this allocation
- 2) Jurisdictions with zero offset demand are designated as not applicable "-na-"

TMDL Compliance Reporting & Modeling

TMDL Compliance Support

			Allocation
MS4 Co-Permittees			\$ 51,251
Riverside County			\$ 4,271
City of Beaumont			\$ 4,271
City of Canyon Lake			\$ 4,271
City of Hemet			\$ 4,271
City of Lake Elsinore			\$ 4,271
City of Moreno Valley			\$ 4,271
City of Murrieta			\$ 4,271
City of Perris			\$ 4,271
City of Riverside			\$ 4,271
City of San Jacinto			\$ 4,271
City of Menifee			\$ 4,271
City of Wildomar			\$ 4,271
Elsinore Valley Municipal Water District (EVMWD)			\$ 4,271
San Jacinto Agricultural Operators (WRCAC)		<i>(72.8% of Irrigated Ag)</i>	\$ 3,124
San Jacinto Dairy & CAFO Operators *			\$ -
CALTRANS - freeway			\$ 4,271
CA DF&W - San Jacinto Wetlands			\$ 4,271
Eastern Municipal Water District			\$ 4,271
March Air Reserve Base Joint Powers Authority			\$ 4,271
US Air Force (March Air Reserve Base)			\$ 4,271
Funding Required			\$ 80,000

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

Contingency

			Contingency
MS4 Co-Permittees			\$ -
Riverside County			\$ -
City of Beaumont			\$ -
City of Canyon Lake			\$ -
City of Hemet			\$ -
City of Lake Elsinore			\$ -
City of Moreno Valley			\$ -
City of Murrieta			\$ -
City of Perris			\$ -
City of Riverside			\$ -
City of San Jacinto			\$ -
City of Menifee			\$ -
City of Wildomar			\$ -
Elsinore Valley Municipal Water District (EVMWD)			\$ -
San Jacinto Agricultural Operators			\$ -
San Jacinto Dairy & CAFO Operators			\$ -
CALTRANS - freeway			\$ -
CA DF&W - San Jacinto Wetlands			\$ -
Eastern Municipal Water District			\$ -
March Air Reserve Base Joint Powers Authority			\$ -
US Air Force (March Air Reserve Base)			\$ -
Total Amount Reimbursed			\$ -

LESJWA BOARD MEMORANDUM NO. 2023.06

DATE: April 24, 2023
TO: LESJWA Board of Directors
SUBJECT: LESJWA Business Plan Update/Workplan/Strategic Plan Options
PREPARED BY: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Discuss options on whether to update the LESJWA Business Plan to reflect strategic priorities or possibly develop a new Workplan that provides focus and direction for the LESJWA Board; and direct staff to update the 2014 LESJWA Business Plan and include strategic priorities reflecting feedback of LESJWA Board members, LE/CL TMDL Task Force consultants and staff.

BACKGROUND

On February 17, 2023, a request was received from a LESJWA Board member and supported by the LESJWA Chair to add a discussion item to the Board agenda. It was noted that the LESJWA Business Plan was drafted nearly nine years ago and suggested that a Work Plan be created that provides focus and direction for the LESJWA Board.

In February 2011, based on concerns raised by staff over long-term funding, the LESJWA Board directed staff to prepare a LESJWA Business Plan to evaluate the long-term financial outlook for the organization. As indicated in the Plan, one of the primary concerns, long-term, was the availability of continued operational funding sufficient to cover costs. With available reserves being tapped to operate the agency and insufficient funding from LESJWA member agency contributions, concerns had been raised to evaluate ways to reduce expenses or increase revenue to continue sustainable operations. The original LESJWA Business Plan laid out the following preferred options to deal with the future funding gaps:

1. Pursue State and Federal Grant Funding
2. Decrease Annual Costs
3. Establish Lake Quality Improvement Contribution
4. Establish TMDL Task Force Contribution for LESJWA
5. Increase Cost Share Among LESJWA Agencies

Thereafter in 2014, with the activity conducted since 2010 to secure funding and to evaluate additional sustainable funding for LESJWA, the LESJWA Business Plan was again updated as requested by the LESJWA Board. Shown below is the status of the action items recommended from the 2010 and 2014 LESJWA Business Plans to help secure stable operation funding for the LESJWA JPA.

Year 2010 Business Plan

1. Pursue State and Federal Grant Funding	<u>Status</u> Ongoing
2. Decrease Annual Costs	Accomplished
3. Establish Lake Quality Improvement Contribution	Not feasible
4. Establish TMDL Task Force Contribution for LESJWA	Accomplished
5. Increase Cost Share Among LESJWA Agencies	Accomplished

Year 2014 Business Plan

6. Add additional LESJWA JPA agencies with participation fee	Just RCFCWD as funding only
--	-----------------------------

With the implementation of increased voluntary funding shares from the LESJWA member agencies, streamlining of annual costs, and cost sharing by the LE/CL TMDL Task Force as suggested under the LESJWA Business Plans, the financial picture improved with revenue projections indicating that the LESJWA could continue to fulfill its mission for the foreseeable future. This positive outlook particularly improved once annual funding from each LESJWA member agency doubled, \$10K per year to \$20K per year, except for SAWPA, and regular annual funding contributions of \$20K per year to operate the JPA commenced from the Riverside County Flood Control and Water Conservation District (RCFC&WCD). However, long term financial stability remains a goal particularly considering increasing costs for labor and support services.

DISCUSSION

Staff was asked to bring an agenda item to the LESJWA Board to possibly update the LESJWA Business Plan or consider developing other plans such as a workplan or strategic plan. A work plan typically reflects milestones, activities, deliverables, and a schedule. Another option might include adding strategic priorities which can be integrated into the Business Plan that reflects a more visionary approach reflecting feedback from LESJWA Board Members through an interview process and possibly a workshop for more in-depth discussion of goals and priorities. Particularly in light of the recent retirement of the long-term Authority Administrator, Mark Norton of SAWPA, a new opportunity to examine the future of LESJWA through inclusion of strategic planning as well as reflecting future implementation as part of the LE/CL TMDL Update currently being developed by the LE/CL TMDL Task Force exists.

RESOURCE IMPACTS

Staff believes there is sufficient funding to conduct this update. Further, no additional funding has been set aside for a LESJWA Business Plan Update or other planning documents. Some carry over or contingency funding remains in the SAWPA budget to assist this effort, however, it is very limited.

LESJWA BOARD MEMORANDUM NO. 2023.07

DATE: April 24, 2023
TO: LESJWA Board of Directors
SUBJECT: Education and Outreach Consultant Support
PREPARED BY: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Approve the General Services Agreement and Task Order No. DEGR477-06 with DeGrave Communications, Inc. for an amount not-to-exceed \$87,900 for the LESJWA Education and Outreach for Fiscal Years 2023-24, 2024-25, and 2025-26.

BACKGROUND

To ensure an open, fair, and transparent process and in accordance with LESJWA/SAWPA Procurement Policy, a Request for Proposals (RFP) was released on April 20, 2020. The RFP was sent directly to a list of 11 public relations firms and posted on the LESJWA website. Three proposals were received from the following firms:

DeGrave Communications Inc.
CV Strategies
MBI Media

The RFP proposed a three-year contract with an amount not to exceed \$25K per year. The proposals needed to show a typical fiscal year of activity with and without the LESJWA Water Summit, which is held every other year. The proposals were reviewed by the existing LESJWA Education and Outreach Committee, which consists of representatives from each of the LESJWA member agencies. On June 2, 2020, interviews were held with all three firms. Each candidate firm was evaluated based on their ability to successfully conduct the work described in the RFP.

Based on the review, the LESJWA Education and Outreach Committee was unanimous in recommending the selection of DeGrave Communications Inc. as the consultant of choice to conduct the work over FYE 2020, 2021, and 2022 with the option to continue the work based on the approval by the LESJWA Board of DeGrave Communications' meeting LESJWA's education and outreach needs and expectations.

DISCUSSION

On January 23, 2023, the LESJWA Education and Outreach Committee was informed that the three-year task order with DeGrave Communications Inc. would be coming to an end on June 30, 2023. The Committee discussed whether another request for proposals was needed and whether there was a consensus that the work conducted by DeGrave Communications, Inc. was meeting the needs of LESJWA. If the committee agreed, a recommendation of a sole source award could be made to continue DeGrave Communications Inc. and reduce administrative costs of issuing a new RFP. Further, based on the excellent work of DeGrave Communications, Inc., and its effective support to LESJWA, there was a consensus that DeGrave Communications, Inc. would likely be awarded the next task order either way. All Committee members shared that they believed that DeGrave Communications Inc. should be recommended to the LESJWA Board to continue their education and outreach support to LESJWA for the next three fiscal years.

Attached is an Agreement for Services and Task Order No. DEGR477-06 with DeGrave Communications for the LESJWA Board's consideration. A presentation about the work completed this fiscal year by DeGrave Communications and the proposal for the next three fiscal years will be presented by Liselle DeGrave, President, DeGrave Communications.

BUDGET IMPACT

The funding for LESJWA Education and Outreach support services is included in the LESJWA Two Fiscal Year FYE 2024 & 2025 Budget. Funding for FY 25-26 for LESJWA Education and Outreach support will be included in a future two-year LESJWA budget.

Attachments:

1. General Service Agreement
2. Task Order No. DEGR477-06
 - a. Proposal for Public Education and Outreach Support Services

GENERAL SERVICES AGREEMENT BY INDEPENDENT CONSULTANT

This Agreement is made this **24th day of April, 2023** by and between the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) whose address is 11615 Sterling Avenue, Riverside, CA 92503, and DeGrave Communications, Inc. ("Consultant") whose address is 40575 Cal Oaks Road, D-2 #137, Murrieta, CA 92562.

RECITALS

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

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

AGREEMENT

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

ARTICLE I **TERM OF AGREEMENT**

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 2026**, 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 reproduce such records.

ARTICLE XI
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

11.08 During the performance of the Agreement, Consultant, and its subcontractors, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant, and its subcontractors, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant, and its subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code,

**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. DEGR477-06**

CONSULTANT: DeGrave Communications, Inc.
40575 Cal Oaks Road, D-2 #137
Murrieta, CA 92562

VENDOR NO.: 1733

COST:	FY 2023-24	\$31,675.00
	FY 2024-25	\$24,550.00
	FY 2025-26	\$31,675.00
	Total	\$87,900.00

PAYMENT: Upon receipt of Invoice

REQUESTED BY: Mark Norton, Authority Administrator

April 24, 2023

FINANCE: _____
Karen Williams, Deputy GM/CFO Date

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

BOARD AUTHORIZATION REQUIRED FOR THIS TASK YES (X) NO ()
ORDER: Authorization: April 24, 2023; LES#2023.07

This Task Order is issued upon approval and acceptance by the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) and DeGrave Communications, Inc. (Consultant) pursuant to the General Services Agreement between LESJWA and Consultant entered into on April 24, 2023; expiring December 31, 2026.

I. PROJECT NAME OR DESCRIPTION

LESJWA Public Education and Outreach Support Services

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for LESJWA's Public Education and Outreach Program as described in the attached proposal.

III. PERFORMANCE TIME FRAME

Consultant shall begin work July 1, 2023, and shall complete performance of such services by or before **June 30, 2026**.

IV. LESJWA LIAISON

Rachel Gray and/or Rick Whetsel will serve as liaison between LESJWA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$ 87,900.00**. Payment for such services shall be made monthly upon receipt of proper from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

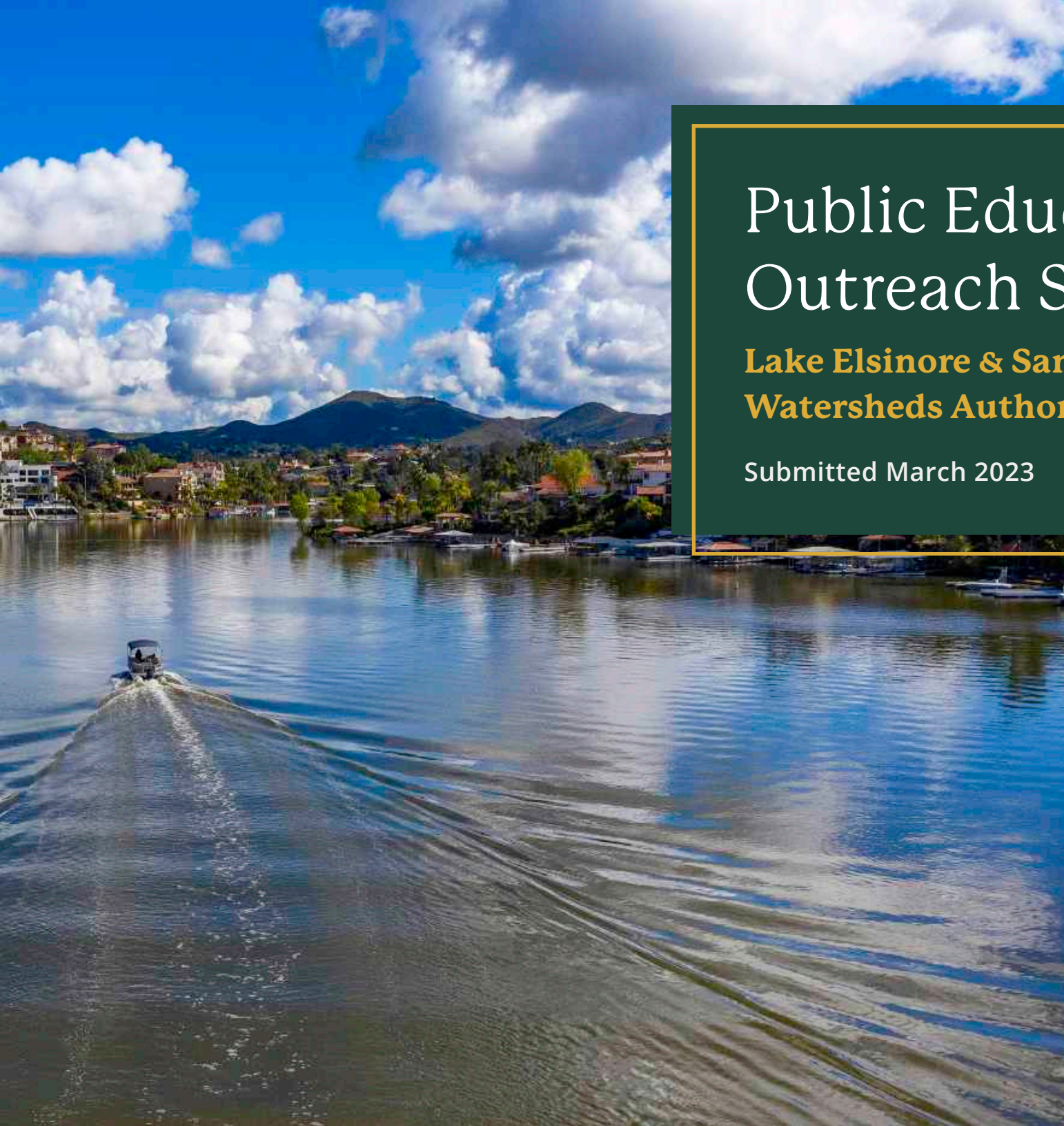
Dale Welty, Chair

Date

DEGRAVE COMMUNICATIONS, INC.

Liselle DeGrave, President/Principal

Date



Public Education and Outreach Services

**Lake Elsinore & San Jacinto
Watersheds Authority (LESJWA)**

Submitted March 2023

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

dc

DEGRAVE
COMMUNICATIONS

· PUBLIC RELATIONS ·



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Mark R. Norton PE, LEED AP, ENV SP
Special Projects Manager
Santa Ana Watershed Project
Authority 11615 Sterling Ave., Riverside,
CA 92562

DEAR MR. NORTON:

On behalf of DeGrave Communications, I am pleased to present this proposal for public education and outreach services for the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA).

With our in-depth experience developing award-winning communications, outreach, marketing and branding strategies and first-hand knowledge of working with public agencies, we believe we are the perfect fit and will bring a unique understanding to this project. As a fully integrated communications firm that develops award-winning communications strategies for dozens of public sector clients, and our long-standing relationship with LESJWA we are the perfect fit for this project.

Our exceptional work is accomplished through a multi-pronged approach:



COLLABORATION: Consider our team an extension of your staff. From start to finish, our approach makes sure your team is engaged in the process.



STRATEGY: Effective communications, marketing and branding campaigns are created – not copied. We approach each engagement with a fresh perspective in order to meet the project goals.



RESULTS: Our strategies are data driven and all projects start with a solid foundation of research to ensure exceptional quantifiable results for our clients. We thank you for the opportunity to submit our proposal and look forward to working with you to create engaging communications and outreach strategies.

We thank you for the opportunity to submit our proposal and look forward to working with you to create engaging communications and outreach strategies.

Warm regards,

LISELLE REGUIERO DEGRAVE, APR · PRESIDENT, DEGRAVE COMMUNICATIONS, INC.

40575 Cal Oaks Road D2-137, Murrieta, CA 92562

951.764.0865 · Liselle@DeGravePR.com · DeGravePR.com



Background Information



DeGrave: Who We Are

2004

DeGrave Founded



Locally Based in
Murrieta, CA

15+

Industry Awards



Multilingual
Capabilities

2015

Working with
LESJWA Since

4

Team Members with
Accreditations in PR



DBE Certified



California Women/Minority
Business Enterprise and
S-Corporation



DeGrave: Who We Work With



Background Information

DeGrave Communications Understands You, LESJWA.

We know Public Relations and Public Agencies. We are a one-of-a-kind Public Relations Firm.

DeGrave Communications' Approach to Successful Implementation

Why DeGrave Communications? DeGrave Communications employs a strategic, multi-pronged approach to our communications, graphic design, outreach, marketing and branding efforts to ensure maximum results. Our key team members have more than 15+ years of experience providing public relations, outreach and graphic design services.

From start to finish, your campaign is strategically guided by a project manager who has worked with and for government agencies and has overseen dozens of award-winning communications projects. Providing you with exceptional customer service from start to finish is DeGrave Communications' goal.

Our committed team of seasoned communicators is based within 20 minutes of Lake Elsinore and can be readily available when needed. We also realize that communications priorities may change, and we are committed to the flexibility to changes in scopes and schedules.

We'll accomplish our goals through our proven methodology:



Collaboration



Strategy



Results

dc

DEGRAVE
COMMUNICATIONS

· PUBLIC RELATIONS ·

Background Information

For LESJWA's education and outreach support services, DeGrave Communications has assembled a top-notch team of award-winning industry leaders who specialize in communications, marketing and outreach.

Our team is designed to leverage the strengths of our staff within a streamlined structure to provide exceptional results with a high level of customer service and quality. LESJWA is already familiar with the DeGrave Communications team members we've been working with the District for more than seven years on award-winning communications and outreach projects. We've also tapped into our talented extended team members to support our efforts in meeting your objectives. We work quickly and can be ready to start a project with minimal start time.

DeGrave Communications is a small business, S-Corporation located in Murrieta, CA. The firm is registered with the U.S. federal government as a minority-owned, women-owned, emerging small business, the California Department of General Services as a certified small business and with the California Public Utilities Commission as a Woman/ Minority Business Enterprise (WMBE). DeGrave Communications is also a registered DBE organization.

We use our team of specialists to carefully curate award-winning work:

-  **BRANDING**
-  **COLLATERAL DEVELOPMENT**
-  **EVENT MANAGEMENT**
-  **GRAPHIC DESIGN**
-  **MEDIA PURCHASING**
-  **MEDIA RELATIONS**
-  **MULTICULTURAL**
-  **PHOTOGRAPHY**
-  **PODCASTING**
-  **SOCIAL MEDIA**
-  **STRATEGIC PLANNING**
-  **VIDEO GAME DEVELOPMENT**
-  **VIDEOGRAPHY**
-  **WEBSITE DEVELOPMENT**
-  **WRITING**



Experience

Public Education and Outreach Services

Lake Elsinore & San Jacinto Watersheds Authority

LESJWA BRANDING

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

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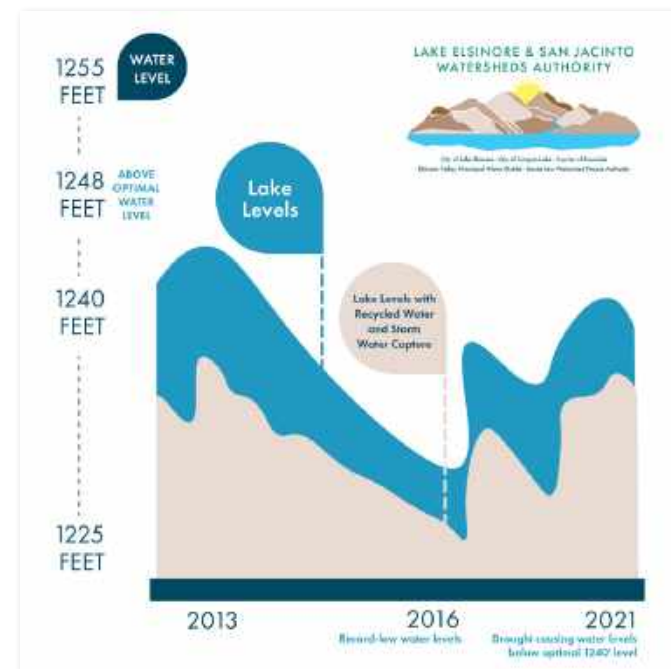
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LESJWA

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



Public Education and Outreach Services

Lake Elsinore & San Jacinto Watersheds Authority



Lake Elsinore is the largest natural freshwater lake in Southern California.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

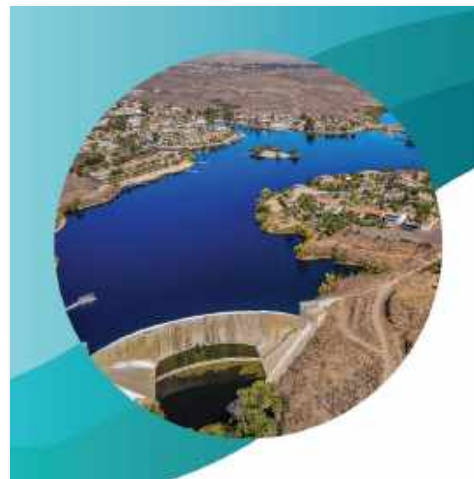
City of Lake Elsinore • City of Canyon Lake • County of Riverside
Banning Valley Regional Water District • Santa Ana Watershed Project Authority



Over 90% of the San Jacinto River Watershed drains into Canyon Lake.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

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



The three most common fish species observed in Lake Elsinore in the 2019 Fishery Management Project were silverside minnows, Mosquitofish, and Common Carp.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

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

Public Education and Outreach Services

Lake Elsinore & San Jacinto Watersheds Authority

2022 LESJWA WATER SUMMIT
Celebrating over 20 Years of Watershed Improvements

April 27, 2022, 9:30 a.m. - 1:00 p.m., Launch Point, 22040 Riverside Dr, Lake Elsinore, CA 92530

REGISTRATION - 9:30 A.M. - 10:00 A.M.

WELCOME - 10:00 A.M. - 10:05 A.M.
Host: Wesly LESJWA Chair - City of Canyon Lake Councilmember

LESJWA FISHERY MANAGEMENT SURVEY KEY FINDINGS - 10:05 A.M. - 10:30 A.M.
John Raskabali, Senior Aquatic Ecologist, Reassessment Program Manager, Wood Environment & Infrastructure Solutions, Inc.

CONTROLLING EXCESS NUTRIENT WITH ALUM APPLICATIONS - 10:30 A.M. - 11:00 A.M.
Terry McNulty, Lake Phosphorus Mitigation Strategist, Aquasolmet, Steve Wolfson, Senior Environmental Scientist, CDM Smith

BREAK

HARMFUL ALGAE BLOOMS (HABS): NEW STATEWIDE REGULATIONS - 11:20 A.M. - 11:40 A.M.
Marcus Van Dyke, M.S., CA HABS Program Manager, CA State Water Resources Control Board

WATERSHED LAKES FISHING 101 - ANGLERS DEMONSTRATION - 11:40 A.M. - 12:20 P.M.
William Johnson, Lake Elsinore Pan Angler President/Owner Williams Boat andackle, Chuck Moreno, Canyon Lake Pan Angler

LUNCH

LUNCH SPEAKER: LAKE ELSINORE FEASIBILITY STUDY - 12:30 P.M. - 1:00 P.M.
Diana Alvarez, JPA, RBCP - U.S. Army Corps of Engineers, Plus Formulation Specialist

CLOSE

Presenting Sponsor:  Supporting Sponsors:     

Lake Elsinore & San Jacinto Watersheds Authority


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

Your agency is a stakeholder to the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force and an active partner in improving watershed challenges throughout the San Jacinto Watershed. As a stakeholder, your agency has worked with the Santa Ana Regional Water Quality Control Board to implement watershed monitoring, mitigation projects, modeling, and a variety of other solutions to meet TMDL targets.

The Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) would like to invite you to our 2022 Water Summit to hear an update about the TMDLs and what our organizations are doing to maintain water quality in the watershed. This year, the Task Force supported the development and implementation of a fishery management plan and survey in Lake Elsinore. The survey results and key findings will aid in future strategies for meeting TMDL goals. The work being conducted by LESJWA and the TMDL Task Force impacts our watershed. Therefore, we highly encourage you and other key representatives from your agency join us at this event to learn more about how we are working collaboratively to meet TMDL targets, as well as how the strategies in place affect our watershed, starting in the San Jacinto Mountains, traveling downstream through Canyon Lake and eventually ending in Lake Elsinore.

In addition, you will learn about best practices for controlling nutrient runoff via alum applications, new statewide regulations concerning Harmful Algal Blooms (HABS), recording, and open exposure of fishing demonstration from watershed local anglers.

The 2022 Water Summit will take place on Wednesday, April 27, 2022 from 9:30 a.m. to 1:00 p.m. Registration is at 9:30 a.m., the event begins at 10 a.m. The event will be held at Launch Point, in the Community Mall located at 22040 Riverside Drive, Lake Elsinore, CA 92530. Registration is free and will include lunch. Register online at bit.ly/LESJWA or contact Lucille DeGrave of DeGrave Communications at (951) 764-0985 or email directly at ldegrave@degravepro.com.

We look forward to your participation.

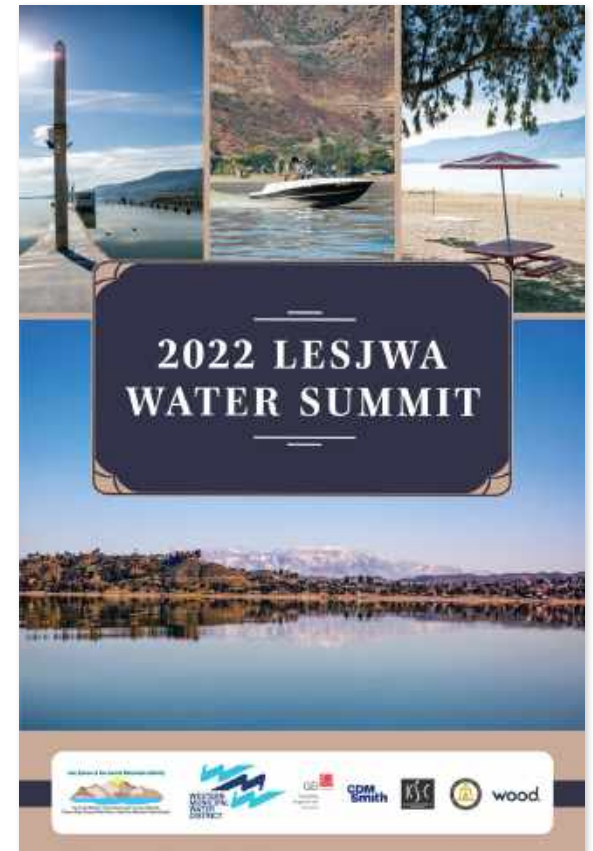
Regards,



Superintendent DeGrave | Supervisor Lewis | Director Wolfington | LESJWA Chair Dale Wely

Public Education and Outreach Services

Lake Elsinore & San Jacinto Watersheds Authority



Public Education and Outreach Services

Elsinore Valley Municipal District

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

UNSEEN HEROES IN THE WORLD OF WATER: TEACHERS

EVMWD is committed to providing safe, reliable water and wastewater services to all of our valued customers, and it shows. Our dedicated employees work around the clock to make sure that customers have 24/7 access to those critical services.

But there is another team of heroes in the world of water: teachers. One of EVMWD's top priorities is educating future generations on the value of water and how to preserve - and protect - this essential resource. None of this would be possible without the teachers that partner with us in water education efforts. Because of the dedication of local teachers, EVMWD is able to reach more than 6,000 students each year through our education programs!






"As an elementary school educator, in an area that is frequently in drought conditions, I think it is important for students to grow up recognizing the importance of water conservation. My 4th and 5th grade students participate in the water assembly and are encouraged to come up with water conservation ideas and get involved in the annual EVMWD poster contest. These hands-on experiences truly make an impact!"

- Glenn Rheu, Elsinore Elementary School



"Allowing students to appreciate water education within my chemistry course is critical to their engagement in its relevance in their daily lives. I am confident that without the assistance of EVMWD, students would not have been able to enrich their chemistry experience in my classes. They have been a valuable resource to the general integrity and infrastructure of the chemistry program at Temescal Canyon High School!"

- Shanon Galvan, Temescal Canyon High School



Learn more at www.evmwd.com/education

Elsinore Valley Municipal Water District - Customer Newsletter - Winter 2022

The Water Log

ELSINORE VALLEY MUNICIPAL WATER DISTRICT WELCOME YOU TO THE WATER LOG - YOUR WATER NEWS CONNECTION!

As part of EVMWD's commitment to serving our customers, we are excited to feature water-related news stories in our Winter 2022 Water Log. You will find information on, including, events and water conservation. The Water Log will also contain local news and information on water conservation.

Looking for more ways to stay connected? Visit our website, the Elsinore Valley Municipal Water District website, and our social media channels.

INSIDE THIS ISSUE:

- Investments in Improves Systems and
- EVMWD'S EMERGENCY PREPAREDNESS
- 'BE WATER WISE' CALENDAR WINNER HIGHLIGHT: Cheryl Cui

INVESTMENTS IN Improves Systems and

Building systems is essential for our customers. Working with EVMWD, we're here to help you get the most out of your water system.

Since 2011, EVMWD has invested over \$100 million in capital projects to improve our water infrastructure. These investments include water treatment plants, water distribution systems, and water conservation programs. We're committed to providing you with the highest quality water possible.

Key projects include:

- Septic to Sewer Replacement in San Jacinto
- Water Conservation Programs
- Water Treatment Plant Upgrades

EVMWD'S EMERGENCY PREPAREDNESS

An essential part of our service is our emergency preparedness. We have a team of professionals who are trained to respond to any emergency situation. We're committed to providing you with the highest quality water possible.

Key areas of focus include:

- Water Conservation Programs
- Water Treatment Plant Upgrades
- Water Distribution System Improvements

EVMWD MOURNS THE LOSS OF BOARD DIRECTOR PHIL WILLIAMS

Elsinore Valley Municipal Water District mourns the passing of Board Director Phil Williams. Phil was a dedicated and passionate leader who served the district for many years. His contributions to the water industry and our community will be missed.

'BE WATER WISE' CALENDAR WINNER HIGHLIGHT: Cheryl Cui

Cheryl Cui, a 9th grader at Wilson Middle Elementary, has been selected as the winner of the 2022 'Be Water Wise' Calendar Contest. Her artwork is a beautiful and inspiring representation of water conservation.

Public Education and Outreach Services Elsinore Valley Municipal District

FREE
WATER SAMPLING KIT
VOLUNTARY TAP WATER TESTING FOR LEAD AND COPPER IN HOMES BUILT BEFORE 1986

- Older homes with lead pipes are likely to have lead and copper in water.
- Houses using a water softener or other conditioning systems are not eligible.
- To find out if you are eligible to participate in use the QR code or link below.

WWW.EVMWD.COM/LCTEST

The Water Log *Special Edition*

LANDSCAPE CONTEST HIGHLIGHTS SIMPLICITY OF WATERWISE LANDSCAPING

ELLSINORE VALLEY MUNICIPAL WATER DISTRICT WATERLOG LANDSCAPE EDITION

With the fall season fast approaching, it's the grand time to enjoy your water-efficient outdoor landscape by the stars of today's healthy landscape in the award-winning Water Log Landscape Edition.

INSIDE THIS ISSUE:

- Landscape Contest
- Fun Topsoil Tutorial
- Water-wise Plant Picks
- Efficient Irrigation Tips
- Water-wise Subject Check
- Free Newsletter
- SMART Program

Hours of Operation:
A to 7:30 pm - 8:30 pm
7:30 pm - 8:30 pm

Visit us online at www.evmwd.com to learn more about our water conservation programs and services.

PROTECTING YOUR WATER SUPPLY AND DELIVERING SAFE, RELIABLE WATER, 24/7

WWW.EVMWD.COM

TECHNOLOGY IS ALWAYS IMPROVING, AND WE ARE TOO!

WE UPGRADED OUR ONLINE BILLPAY SYSTEM!

Visit onlinebiller.com/evmwd to get started.

159,000 CUSTOMERS

1,060 IRRIGATION SERVICE ACCOUNTS

3% DRINKING WATER TREATMENT PLANTS

68 STORAGE TANKS

2 WPOFT CONNECTIONS

97 SQUARE MILES

150 RECYCLED WATER SERVICE ACCOUNTS

55 PUMP STATIONS

13 ACTIVE WELLS

747.5 MILES OF PIPELINE

45,850 DOMESTIC WATER CONNECTIONS

159,000 CUSTOMERS

3 WASTEWATER TREATMENT PLANTS

5.5 MILLION GALLONS OF HIGHLY TREATED RECYCLED WATER LEFT TO LAKE BURBANK DAM

37 LIFT STATIONS

150 RECYCLED WATER SERVICE ACCOUNTS

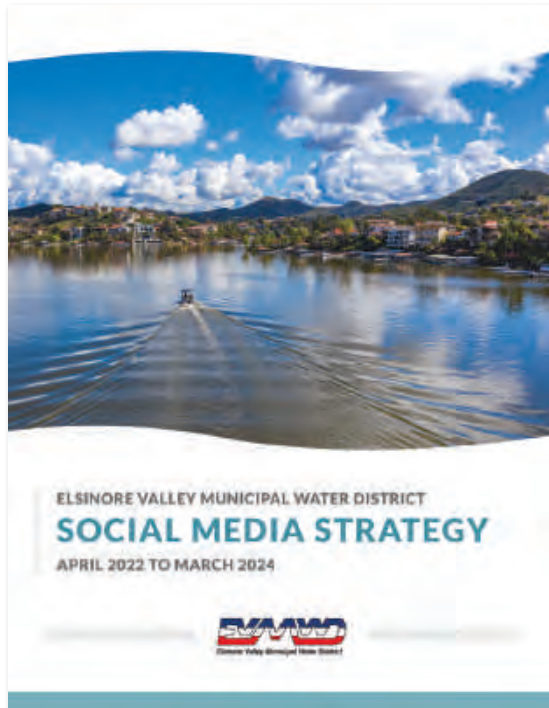
7.2 MILLION GALLONS OF HIGHLY TREATED WATER

415 SEWER PIPELINE

36,970 SEWER SERVICE ACCOUNTS

Public Education and Outreach Services

Elsinore Valley Municipal District



WD'S SOCIAL MEDIA STRATEGY

As part of the social media strategy, the resources available have been prepared based on the Research and Discovery Phase, recognizing possible challenges to the identified the EVWWD's needs, success opportunities, key metrics, strategies and resources for the plan.

and will be the research and discovery process. The following qualitative and quantitative data is provided for February and March 2022:

EVWWD data and research, including the overall District plan and other plans, including:

- Social media strategy
- Social media management plan
- Social media content plan
- Social media engagement plan
- Social media monitoring plan
- Social media reporting plan

EVWWD's social media strategy, including the overall District plan and other plans, including:

- Social media strategy
- Social media management plan
- Social media content plan
- Social media engagement plan
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- Social media reporting plan

EVWWD's social media strategy, including the overall District plan and other plans, including:

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- Social media reporting plan

STRATEGY AND TACTICS

During this period the following strategy and tactics will be developed:

STRATEGIES

SOCIAL MEDIA MANAGEMENT PLATFORMS

Use a social media management platform, such as Hootsuite, to manage all District accounts, create and schedule content for each platform, reply to messages and comments, list social media ads, track notifications, report on performance by keywords, schedule ahead of time, monitor keywords and review analytics.

PLATFORM GROWTH

- Increase followers through a mix of paid, earned, shared and owned media
- Develop social media ads and boost for social media content to maximize audience reach
- Continue to increase EVWWD's direct social media engagement with identified audiences through live events/news/conferences and utilizing the use of the EVWWD website for the water content, contacts, Facebook and Instagram pages, and more.



APPENDICES

SOCIAL MEDIA BENCHMARKING

In the past few years, we have analyzed several EVWWD competitors to determine a benchmark for the quantity of posts, hashtags, shares, comments and likes as well as social performance when agencies are using. These insights were compiled for the part of our report on page for the District.

NAME OF COMPANY	ELSINORE VALLEY MUNICIPAL WD	RANCHO WATER	RIVERSIDE COMMUNITY SERVICES DISTRICT	RIVERSIDE PUBLIC UTILITIES
FACEBOOK	FACEBOOK	FACEBOOK	FACEBOOK	FACEBOOK
Established	2011	2007	1970	1969
Employees	137	2,747	1,119	1119
Website Views	86	25	100	100
Social Media	7	2,212	77	9
Key Features	Interactive File, Comments, Status Update	Group, Video, Location, Events, Photos	Photo, Video, Location, Events, Photos	Photo, Video, Location, Events, Photos
Type of Social Platform	Video	Video and 11 others	Video	Video and 11 others
INSTAGRAM	INSTAGRAM	INSTAGRAM	INSTAGRAM	INSTAGRAM
Established	2010	2010	2010	2010
Employees	137	2,747	1,119	1,119
Website Views	149	23	224	224
Social Media	0	0	0	0
Key Features	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories
Type of Social Platform	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories
TWITTER	TWITTER	TWITTER	TWITTER	TWITTER
Established	2011	2007	2007	2007
Employees	137	2,747	1,119	1,119
Website Views	1	1	1	1
Social Media	1	1	1	1
Key Features	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories
Type of Social Platform	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories
LINKEDIN	LINKEDIN	LINKEDIN	LINKEDIN	LINKEDIN
Established	2011	2007	2007	2007
Employees	137	2,747	1,119	1,119
Website Views	149	23	224	224
Social Media	149	23	224	224
Key Features	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories
Type of Social Platform	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories
YOUTUBE	YOUTUBE	YOUTUBE	YOUTUBE	YOUTUBE
Established	2011	2007	2007	2007
Website Views	149	23	224	224
Social Media	149	23	224	224
Key Features	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories
Type of Social Platform	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories	Video, Photo, Story, Reels, IGTV, IG Live, IG Stories

Public Education and Outreach Services

Western Municipal Water District

ATTENTION RIVERSIDE COUNTY TEACHERS!
Lighten Your Load

FREE WATER EDUCATION SUPPORT
 PROVIDED BY WESTERN MUNICIPAL WATER DISTRICT

With the uncertainty of the academic year, and many challenges, water education doesn't have to be one of them. For the first time ever, Western is providing personalized water education resources to support your virtual classroom! Keep your students engaged while distance learning.

HOW IT WORKS

1. Contact Us! Use DeGrave at LDeGrave@wmwd.com to schedule a personalized call to discuss your needs.
2. Receive FREE suggested resources by email that can easily be utilized in your virtual classroom.
3. Implement your California State and Next Generation Standards into your lessons as needed.

Follow us on Instagram, Facebook, Twitter and YouTube!

CONSTRUCT AN EDIBLE AQUIFER

CRITICAL THINKING

- What happened when pollution (food coloring) entered your aquifer?
- What pollutants can affect groundwater?
- What happened to the water table when a well (straw) was drilled in?
- What happened when you recharged (added water) to the table?

Western Municipal Water District
2021-2022 LOIS B. KRIEGER
 Water Project Grants for Educators

Classroom funding for water education. Teachers can receive up to \$1,000* for water-related classroom projects.

For a list of qualifying schools and to submit an application, visit wmwd.com/KriegerGrantProgram

Apply now through Friday, Nov. 12, 2021

*There is no fee to apply for a grant. The grant is for a 2021-2022 school year. Grant funds will be distributed to schools in the fall of 2021.

CONGRATULATIONS
 2022 · Water is Life Art Contest Winner

2nd Place - High School
SYDNEY MURPHY
 Martin Luther King High School

WESTERN MUNICIPAL WATER DISTRICT
 2022-2023 LOIS B. KRIEGER WATER PROJECT GRANTS FOR EDUCATORS

Classroom funding for water education. Teachers can receive up to \$1,000* for water-related classroom projects. For a list of qualifying schools and to submit an application, visit wmwd.com/KriegerGrantProgram.

DEADLINE EXTENDED TO DECEMBER 1

DRIPPY'S JOURNEY LESSON PLAN

Drippy traveled to Northern California through the water cycle, and he needs to get back to Riverside County! Help Drippy's customers use 100% recycled paper with a recycling symbol!

ATTENTION PARENTS DO YOUR KIDS KNOW WHERE YOUR WATER COMES FROM?

PLAY DRIPPY'S JOURNEY AND FIND OUT! Drippy the Water Drop travels on an epic journey across the state and back to get to your home. Along the way he will face water challenges. Meeting! Playing! Repeat! Repeat! Knowledge! Superpowers!

DO YOU HAVE WHAT IT TAKES? TAP ANY KEY TO START!

PLAY NOW AT DRIPPYSJOURNEY.COM

Public Education and Outreach Services

Western Municipal Water District

WESTERN MUNICIPAL WATER DISTRICT
SCHOOL EDUCATION PROGRAM REPORT
2019-2020

WESTERN MUNICIPAL WATER DISTRICT
SCHOOL EDUCATION PROGRAM REPORT 2019-2020

Western's school education programs continue to promote water education within the local and wholesale service areas. Over the year, Western has built relationships with the municipalities which have helped to increase the impact of its programs.

AT A GLANCE

- 7 SCHOOL DISTRICTS
- 33 RETAIL AREA SCHOOLS
- 183 WHOLESALE SCHOOLS
- KEY CORE PROGRAMS: SOLAR CUP, LOIS B. KRIEGER WATER PROJECT GRANTS FOR EDUCATORS, WATER IS LIFE ART CONTEST, DISCOVERY CUBE ASSEMBLIES

Supplemental programs: H2O Explorer Badge program, distance learning resources, community events.

WESTERN MUNICIPAL WATER DISTRICT
SCHOOL EDUCATION PROGRAM REPORT 2019-2020

LOIS B. KRIEGER WATER PROJECT GRANTS FOR EDUCATORS

The Lois B. Krieger Water Project Grants for Educators program helps fund teacher-led science projects that aim to reduce a better understanding of water and the vital role it plays in the community. The program continues to focus on water saving, based on student and educator in Western's service area.

In Fall 2019, a total of 25 teachers from Western's retail and wholesale service area applied for grants. Funding was given to 10 teachers. For the 2019-2020 school year, 23 teachers were awarded grants for a total of \$15,364.

Currently, teachers who were not able to complete their projects due to no longer school classes, have been granted an extension through December 2020 to complete projects.

Due to remaining grant funding that was available in the fiscal year, Western was able to accept additional applications for virtual grants (to begin in the summer months). Two teachers applied for summer funding, totaling \$1,300.

2020 LOIS B. KRIEGER WATER PROJECT GRANTS FOR EDUCATORS

- 21 TEACHERS AWARDED GRANTS
- NEARLY \$18K AWARDED
- 2 TEACHERS AWARDED FOR VIRTUAL GRANTS
- NEARLY \$1,375.05K AWARDED
- ADDITIONAL \$55,304 AWARDED

WESTERN MUNICIPAL WATER DISTRICT
SCHOOL EDUCATION PROGRAM REPORT 2019-2020

WATER IS LIFE ART CONTEST

Western continued to support efforts for the annual Water is Life Art Contest. Due to the closure of schools, submissions were received both digitally and in hard copy. Because the contest began before the year began, some entries were received in hard copy. Full award materials started arriving. Western transferred the program to be available on digital submissions. Students from grades K-12 were eligible to participate. A total of 43 eligible entries were received. Water education experts from Western's service area were able to judge the entries virtually. Submitters were notified on their work, availability, and awarding/awards. New students from retail service were selected. Prizes were developed in August. Winners will be recognized formally at the September 28 Western Board meeting.

- 9 WINNERS
- 43 ENTRIES RECEIVED
- CLARITY, NEATNESS/QUALITY AND CREATIVITY/ORIGINALITY

WESTERN MUNICIPAL WATER DISTRICT
SCHOOL EDUCATION PROGRAM REPORT 2019-2020

WATER IS LIFE ART CONTEST

WESTERN MUNICIPAL WATER DISTRICT
SCHOOL EDUCATION PROGRAM REPORT 2019-2020

DISCOVERY CUBE ASSEMBLIES

Western continued to partner with Discovery Cube to promote and implement 4th and 5th-grade water education assemblies in Riverside retail and wholesale service area. The interactive, assembly-style program also continues to be developed for Discovery Cube to incorporate an enhanced virtual-based program to engage and increase learning.

A total of 9,300 students is budgeted for each year, 3,000 within Western's retail area and a 6,300 students within the wholesale area. Each Discovery Cube assembly received an allocation of 400 students.

During the 2019-2020 school year, 3,386 students participated in the assembly programs in the 2019-2020 school year from Alhambra USD, Covana House USD, Lake Elsinore USD, Joplin USD, Mariposa Valley USD and Riverside USD.

- CUBE PARTNERSHIP
- 3,386 STUDENTS
- 8 SCHOOL DISTRICTS

WESTERN MUNICIPAL WATER DISTRICT
SCHOOL EDUCATION PROGRAM REPORT 2019-2020

SOLAR CUP

Beginning in September 2019, Western sponsored local high school, Elsinore (COP) Centennial HS and Central STEM Academy, for the year-long Solar Cup competition. Approximately 60 students participated. Solar Cup 2020, a Participation West District of Southern California (PW) sponsored event, was completed following the closure of schools. The final competition took place in November.

PW's virtual format provided an opportunity to participate in virtual competitions. Students from area regional Cup Districts were able to participate in some of these. It is anticipated that for next year better participation from the members of Districts to these students.

- 1 SPONSORED TEAMS
- ELSINORE CO-OP, EASTVALE STEM ACADEMY, CENTENNIAL HIGH SCHOOL
- 60 STUDENTS

WESTERN MUNICIPAL WATER DISTRICT
SCHOOL EDUCATION PROGRAM REPORT 2019-2020

DISTANCE LEARNING

In the second half of the school year, as schools in Riverside County closed due to the COVID-19 pandemic, Western quickly adapted outreach programs to maintain the vital outreach for students and educators. The provision of offering virtual and online resources to Western's retail and wholesale service areas was a key priority. Offering resources virtually for students and teachers, within Western's service area, allows the virtual outreach/outreach program to continue with little to no gaps.

The offering is a list of online distance learning year-round resources available to Lois B. Krieger Water Project Grants for Educators - in service areas (grades K-12) and Discovery Cube virtual assemblies - "Virtual water" water education assemblies for students.

Lighten Your Load - Personalized water education assembly for virtual classrooms.


Distance learning water activity (video) - Online schedule of water activities for students for a one-day interest of water education.

Online activity sheets - by grade-level, water cycle (with links to educational sites and resources) and water saving.

Online resources list - Metropolitan Water District of Southern California, Project WET, Central Department of Water, Santa Ana District Water, Ecological Society.

Public Education and Outreach Services

City of Lake Elsinore



LAKE ELSINORE WATER QUALITY PILOT STUDY

COMMUNITY QUESTIONS ANSWERED

Q. WHY DOES IT SEEM THAT LAKE ELSINORE IS ALWAYS FACING WATER QUALITY CHALLENGES?
A. As Southern California's largest mass of freshwater, Lake Elsinore is an important natural resource for both wildlife and recreation. However, due to its shallow depth and location at the bottom of the watershed in an arid environment, it is challenged by a history of algae blooms and frequent associated water quality impacts.

Q. WHY HASN'T ANYTHING BEEN DONE TO IMPROVE WATER QUALITY IN LAKE ELSINORE?
A. Over the years there have been numerous attempts to improve water quality in Lake Elsinore including a physical reduction in the size of the lake to stabilize lake levels, the installation of a large mixing and aeration system, removal of nuisance fish (carp) that stir up the sediment and release nutrients, and the addition of both groundwater and recycled water to offset evaporation. On-going lake studies are being conducted to help identify with the complexity of Lake Elsinore's research potential solutions.

Q. EXPLAIN THE CURRENT PILOT STUDY TAKING PLACE IN LAKE ELSINORE.
A. A pilot study, funded by a Proposition 1 grant, to evaluate treatments to reduce algal blooms is underway. The study evaluates four potential creative solutions to improve water quality by minimizing algae growth right at the source.

BIOCLEANSER MICROBIAL TREATMENT
 A technology effectively used at reducing algae in natural waterways such as rivers, lakes and bays. The BioCleaner system uses natural microbes that are free from pathogens and considered safe for widespread application. The microbes produced by the system compete for nutrients in the water column thereby reducing this fuel source for the algae.

MOLEAER™ NANOBUBBLE GENERATOR
 A nanobubble technology that delivers chemical-free water treatment. The technology produces nanobubbles which are 70-120 nanometers in size. Due to their small size, nanobubbles exhibit unique properties that can improve water quality through both physical and chemical processes. Ultimately these processes can physically destroy algae and a by-product is the addition of dissolved oxygen to the water system, creating an environment less conducive to undesirable algae (i.e., cyanobacteria).


ATCOM HYDRONUCLEATION FLOTATION TECHNOLOGY
 A liquid-liquid separation technology designed to efficiently and safely harvest algae, associated nutrients, and algae oils from water. By physically removing algae from the water column, this technology disrupts photosynthesis and disrupts that fast algae growth is removed, along with substances that may be present. Algae harvesting also creates a valuable feedstock for green fuel, clean energy, biofuels, fertilizers, and soil amendment.

EUTROPHIX CHEMICAL TREATMENTS
 A treatment regime that uses copper and peroxide-based algaecides for controlling algae along with other products that separate phosphorus, a nutrient that algae use as a food source.

Q. WHO IS PAYING FOR THE COST OF THE STUDY?
A. Algae solutions to improve water quality are costly. The State of California Proposition 1 funding allows for the opportunity to explore potential technologies that could benefit water quality. A second round of funding may be available to continue further research.

Q. WHEN WILL WE KNOW IF A POTENTIAL SOLUTION IS DISCOVERED?
A. The initial study will take approximately eight weeks to complete. The City of Lake Elsinore will post updates on social media, as well as on the City website at lake-elsinore.org/PilotStudy.

Funding for this project has been provided in full or in part from the Water Quality, Supply, and Information Agreement Act of 2014 (Water Quality Improvement Act) as administered by the State Department of Water Resources under the California Watershed Grant Authority.




THE COMMUNITY IS INVITED TO:

LAKE ELSINORE DOCK DAY EVENT

SATURDAY, OCTOBER 8, 2022

Come hear from experts and observe a new water quality pilot study taking place in Lake Elsinore.

LAUNCH POINT
 32040 Riverside Drive
 Lake Elsinore, CA 92530

This is a free event for all ages. Parking is available near the boat launch.

SESSION 1
 9:00 a.m. Welcome
 9:15 a.m. Meet the experts
 9:45 a.m. Q&A

SESSION 2
 10:00 a.m. Welcome
 10:15 a.m. Meet the experts
 10:45 a.m. Q&A



Public Education and Outreach Services

City of Lake Elsinore

WHAT'S HAPPENING HERE AT LAKE ELSINORE?



A PILOT STUDY, FUNDED BY A PROPOSITION 1 GRANT, TO EVALUATE TREATMENTS TO REDUCE ALGAL BLOOMS IS UNDERWAY.

The study evaluates four potential creative solutions to improve water quality by minimizing algae growth right here at the shoreline. As Southern California's largest natural freshwater lake, Lake Elsinore is an important natural resource for both wildlife and recreation. However, due to its shallow depth and location at the end of the watershed in an arid environment, it is challenged by a history of algae blooms and frequent water quality challenges.

MOLEAER™ NANOBUBBLE GENERATOR

A nanobubble technology that delivers chemical-free water treatment. The technology produces nanobubbles which are 70-120 nanometers in size. Due to their small size, nanobubbles exhibit unique properties that can improve water quality through both physical and chemical processes. Ultimately these processes can physically destroy algal cells and also result in the addition of dissolved oxygen to the water column, creating an environment less conducive to undesirable algae (i.e., cyanobacteria).

WHAT TO LOOK FOR: This treatment is located to the left of the two fishing docks. The Nanobubble unit is located in a green metal box located on the left-hand dock where water is pulled in, treated, and discharged back into the enclosure.



BIOCLEANER MICROBIAL TREATMENT

A technology effectively used at reducing algae in natural waterways such as rivers, lakes and bays. The Biocleaner system uses natural microbes that are free from pathogens and considered safe for widespread application. The microbes produced by the system compete for nutrients in the water column thereby suppressing algae growth.

WHAT TO LOOK FOR: This treatment is located in the center between the two fishing docks. Look for the blue and white floating platform producing bubbles inside the enclosure.

EUTROPHIX CHEMICAL TREATMENTS

A treatment regime that uses copper and peroxide-based algaecides for controlling algae along with other products that sequester phosphorus, a nutrient that algae uses as a food source.

WHAT TO LOOK FOR: Because these treatments are clear in color and injected into the water, there isn't much to see. Look for the small buoy in the center of the enclosure to see the site of where the chemical treatments are taking place. This treatment is located in the enclosure furthest to the right of the two fishing docks.



AECOM HYDRONUCLEATION FLOATATION TECHNOLOGY

A liquid-solid separation technology designed to efficiently and safely harvest algae, associated nutrients, and algal toxins from water. By physically removing the algae from the water column, the key nutrients (phosphorus and nitrogen) that fuel algae growth are removed, along with cyanotoxins that may be present and carbon. Algae harvesting also creates a valuable feedstock for green fuel, clean energy, biofuels, fertilizer, and soil amendment.

WHAT TO LOOK FOR: This is a bench-scale study being conducted in a laboratory, so there is nothing to see in the lake at the moment for this technology. However, a picture of the unit is provided here. This unit could be land-based or located on a floating barge. This technology pulls water in from the lake, treats it, physically removes the algae, and then discharges the cleaned water back to the lake.



Public Education and Outreach Services

City of Lake Elsinore

LAKE ELSINORE
DOCK DAY EVENT

SATURDAY, OCTOBER 8, 2022 • 9:00 • 11:00 A.M.

Come hear from experts and observe a new water quality pilot study taking place in Lake Elsinore.

Launch Pointe • 32040 Riverside Drive • Lake Elsinore

A PILOT STUDY TO
EVALUATE TREATMENTS TO
REDUCE ALGAE BLOOMS IS
UNDERWAY

Stop by Launch Pointe to see
what's happening.

Launch Pointe • 32040 Riverside
Drive • Lake Elsinore

PILOT STUDY IS
UNDERWAY

BIOCLEANER MICROBIAL
TREATMENT

A technology effectively used at reducing algae
in natural waterways such as rivers, lakes and
bays is being tested in Lake Elsinore.

PILOT STUDY IS
UNDERWAY

EUTROPHIX CHEMICAL
TREATMENTS

A treatment regime that uses copper and
peroxide-based algaecides for controlling
algae is being tested in Lake Elsinore.

PILOT STUDY IS
UNDERWAY

AECOM HYDRONUCLEATION
FLOATATION TECHNOLOGY

A liquid-solid separation technology designed
to efficiently and safely harvest algae is being
tested in Lake Elsinore.

PILOT STUDY IS
UNDERWAY

MOLEAER™
NANOBUBBLE GENERATOR

A technology that delivers chemical-
free water treatment is being tested in
Lake Elsinore.



Personnel



Meet Our Team

DeGrave's Commitment to LESJWA

Each member of our hand-picked team for this project has the availability and expertise to meet your outreach needs. We are committed to flexibility and changes to your scope and schedule and will ensure that all projects are finished on time and on budget.



Liselle DeGrave APR
Principal in Charge



Jessica Winn
Account Executive



Denise Williams M.Ed.
Account Executive



Ashley Ringer
Strategic
Visual Designer



Liselle DeGrave, APR

Director

A veteran communicator, Liselle has nearly 20 years of experience and her expertise includes spearheading communications, marketing and outreach projects for public-sector, and non-profit clients throughout California. Her background blends both in-house communications and agency expertise to ensure impactful communications strategies for the clients she serves. She will serve as the principal-in-charge.

Areas of Expertise



Communications Strategies



Collateral Development



Public Outreach



Media Relations



Community Relations



Multi-cultural Communications and Outreach



Branding



Non-profits

Relevant Experience

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Communications, Outreach, Events and Branding Projects

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Communications, Outreach, Water Efficiency, Education and Engineering Projects

WESTERN MUNICIPAL WATER DISTRICT

Communications, Outreach and Education Projects

SCV WATER

Communications and Outreach Projects

CITY OF EASTVALE

Communications, Outreach and Branding Projects

JURUPA COMMUNITY SERVICES DISTRICT

Communications, Outreach and Branding Projects

Education & Credentials

San Diego State University

- B.A., Communications Studies, Emphasis in Public Relations; Minor in Spanish

Universal Accreditation Board

- Accreditation in Public Relations

Affiliations & Awards

Public Relations Society of America Member

- Past Director at Large
- Past Assembly Delegate, Board Member
- 2019 PRSA Spirit of PR Award

California Association of Public Information Officials Member

PRSA National · Bronze Anvil

- PPressing On in Public Relations · PPressing On in Public Relations Podcast

PRSA Inland Empire Chapter · Best in Show

- PPressing On in Public Relations · PPressing On in Public Relations Podcast

PRSA Inland Empire Chapter Polaris Award · Campaign

- EVMWD/Rancho Water · Water-wise Living Campaign

CAPIO EPIC Award – Campaign

- EVMWD/Rancho Water · Water-wise Living Campaign

PRSA Inland Empire Chapter Polaris Award – Multi-cultural Communications

- SAWPA · Trust the Tap



Jessica Winn

Account Executive

Jessica is a leader in the areas of organization administration and marketing. She has a proven track record of effectively supporting the DeGrave Communications team with community engagement, managing project organization and research. For this endeavor she will serve DeGrave Communication's fully integrated team of communications, marketing and outreach professionals to support research efforts.



Areas of Expertise



Public Outreach



Community Relations



Marketing



Project Administration

Relevant Experience

WESTERN MUNICIPAL WATER DISTRICT

Communications, Outreach and Community Outreach.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Communications, Outreach, Water Efficiency, Education and Engineering Projects

RUBIDOUX COMMUNITY SERVICES DISTRICT

Research and Project Administration

HABITAT FOR HUMANITY

Community Outreach, Writing and Marketing

Education & Credentials

Chapman University

• B.A., Organizational Leadership

Affiliations & Awards

Chapman University Alumni Board

• Board Director



Education & Credentials

University of Southern California

- M.Ed.

University of California, Santa Barbara

- B.A., Communications;
- Minor in Education, Emphasis in Psychology

Denise Williams, M.Ed.

Account Executive

Denise is an expert communicator with more than a decade of experience working on communications, marketing and branding projects. She will be responsible for assisting with communications projects.

Areas of Expertise



Community Relations



Media Relations



Social Media



Copywriting

Relevant Experience

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Social Media, Writing, Research and Special Events

SANTA ANA WATERSHED PROJECT AUTHORITY

Communications, Outreach and Social Media Projects

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Special Events, Communications and Outreach Projects

WESTERN MUNICIPAL WATER DISTRICT

Communications, Education and Outreach Projects



Ashley Ringger

Strategic Visual Designer

Ashley is an accomplished professional in the fields of communications and public affairs. She brings nearly 15 years of experience in community outreach and engagement as well as graphic and website design to RMG Communications. With a passion for public service and working in water, Ashley has designed communications campaigns and collateral for our clients, including program websites, social media content and graphics, fact sheets, water quality reports and Prop. 218 notifications. A gifted storyteller, graphic artist and web designer she will assist with crafting dynamic visuals together with meaningful content for this project.

Areas of Expertise



Creative Direction



Infographic Design



Branding



Community Relations



Social Media



Non-profits



Digital and Print Media



Copywriting

Education & Credentials

Brigham Young University

- B.B.A. Marketing

California State University at San Marcos

- Graphic Design

Affiliations & Awards

PRSA – Inland Empire Chapter · Best in Show

- PResing On in Public Relations · PResing On in Public Relations Podcast

PRSA – Inland Empire Chapter Polaris Award · Social Media

- San Bernardino Valley MWD · SBVMWD Social Media Program

PRSA – Inland Empire Chapter Capella Award · Campaign

- Jurupa Community Services District · Strategic Communications and Marketing Plan

Relevant Experience

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Communications Outreach and Branding

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Communications, Outreach, Water Efficiency, Education and Engineering Projects

SCV WATER

Branding and Graphic Design Services

CITY OF NEWPORT BEACH

Communications, Outreach and Graphic Design Services

CITY OF FOLSOM

Communications, Outreach and Graphic Design Services

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Social Media Program Management



Scope of Work

LESJWA: Scope of Work

DeGrave Communications began working with LESJWA in 2015 to provide support in the areas of media relations, social media outreach, event management, stakeholder outreach and issues management to gain public acceptance for the projects conducted by LESJWA, which impact the communities in the watershed. Being a small, fairly unknown joint powers authority, the organization had no social media platforms established and limited means for communicating with stakeholder groups. Working with LESJWA, our firm established an organization Facebook page to leverage and both earned and owned media, created partnerships between the agency and community groups, expanded media relations and managed two award-winning stakeholder events for the organization. We continue to serve as LESJWA's PR counsel and provide outreach community outreach services, including times with the community needs information that will impact their daily lives.

PROJECT UNDERSTANDING

The LESJWA is retaining a professional services firm to assist in the development and implementation of support services for a multi-year education and outreach program through community and media relations.

As LESJWA's purpose is to implement projects and programs to rehabilitate and improve the San Jacinto and Lake Elsinore Watersheds and the water quality in Lake Elsinore and Canyon Lake, helping build relationships with key stakeholders and the community is essential. As a joint powers authority, LESJWA is funded by multiple agencies and their support is critical.

The Scope of Work will include the following tasks:

TASK 1 – Conduct outreach services in Canyon Lake and Lake Elsinore

TASK 2 – Address Canyon Lake and Lake Elsinore community members through media outreach

TASK 3 – Prepare materials, coordinate and support LESJWA Water Summit event planning

TASK 4 – Provide outreach and administration for project management purposes

TASK 5 – Provide issue management services

LESJWA'S OPPORTUNITY

LESJWA's increasing visibility in the community, on social media and in the media continue to bring forth the challenges of the impaired watersheds and what the organization has done, and is doing, to improve water quality, preserve agricultural land, protect wildlife habitat, protect and enhance recreational resources. These improvements are intended to benefit the public. Increasing awareness to help build an understanding of the collective funding, resources, time and effort that is put into this endeavor to secure support from stakeholders. Support for LESJWA's efforts is critical in order to secure funding and stakeholder endorsements. Through the development and implementation of a public education and outreach program, LESJWA is able to build and maintain the support needed to sustain the organization.

Executing an effective, engaging and multi-faceted education and outreach program will ensure that communication is managed and maintained successfully. With decades of experience in water and water outreach campaigns along with knowledge of the region, the

LESJWA: Scope of Work

DeGrave Communications team is exceptionally qualified to handle this engagement.

We have included a high-level approach to our strategies and tactics to engage with stakeholders, the community and the media. Full details on the implementation of each of these strategies is described in the Scope of Work.

Project Approach

Maintaining effective, proactive communication with the community, key stakeholders and the media is essential for earning the trust and satisfaction of the community.

DeGrave Communications has worked on a number of communications strategies for its public sector clients with similar communications needs. Our strategic four-phase approach to communications and outreach will ensure LESJWA maintains a high-level of trust and satisfaction with all of its stakeholders when it comes to communicating about important projects, programs, issues and initiatives. We recommend that this approach is followed for this engagement.

PHASE ONE: RESEARCH

Effective Communications Plans are Made Not Copied: Upon engagement with DeGrave Communications, our firm will embark upon updating the organization's communications plan.

Through analyzing this data, DeGrave Communications will identify LESJWA's outreach needs, assess opportunities, formulate strategies, craft compelling messaging and develop a baseline measurement for the plan.

Our team will move forward with using information gathered in the research phase to update and improve the Communications Plan, including identifying audiences, key messages, goals, objectives, strategies and tactics as well as the implementation timeline.

We recommend using the following methodologies to accomplish the research phase:

KICK-OFF MEETING: Kick-off meeting with key LESJWA staff to identify roles and responsibilities, areas of focus and to review key milestones.

SURVEY: To get comprehensive, current data on community awareness and attitudes reflected in within the watershed, DeGrave Communications recommends developing an 8 to 10-question online survey that would be posted on the LESJWA Facebook page. The survey would provide benchmark data for future outreach and stakeholder sentiments. The survey can also explore how the community prefers to receive information. The link can also be sent to JPA members and TMDL Task Force members.

COMMUNICATIONS MATERIAL AND MEDIA AUDIT: A communications material audit is essential part of the discovery process and lends to understanding how LESJWA is currently communicating with its stakeholders and the community. DeGrave Communications will review current materials and earned media coverage to assess how LESJWA is being conveyed. This will guide needs revising existing collateral materials.

PHASE TWO: PLANNING & ANALYSIS

At the beginning of this phase, DeGrave Communications will use the information gathered from the survey and communications audit to

LESJWA: Scope of Work

guide the development/updating of the communications plan. The plan will be used as a guide for future outreach efforts. We will solicit feedback and ensure a mutually agreed upon direction. Once we get approval on the direction, we will begin to implement outreach.

PHASE THREE: IMPLEMENTATION OF OUTREACH PLAN

After the overall communications and marketing strategy in Phase 2 is approved, DeGrave Communications will begin to implement outreach efforts. This plan will provide LESJWA with a strategic roadmap for its community and stakeholder communications with tactical recommendations for successful plan implementation over the next two years.

A list of our proposed tactics for this phase will be evaluated on the basis of the research findings.

TASK 1 - Conduct Outreach Services in Canyon Lake and Lake Elsinore

DeGrave Communications will work closely with the LESJWA E&O team to support the organization with outreach relating to increasing community and stakeholder awareness. This will include revising and/or updating existing collateral materials.

DeGrave Communications will set-up, staff and operate LESJWA information booths at various events, including EVMWD's Splash into Spring, and CL Fiesta Day.

TASK 2 - Address Canyon Lake and Lake Elsinore Community Members Through Media Outreach

DeGrave Communications will support LESJWA to provide media relations support.

Media relations will include, but not limited to:

- Writing news release/ media advisory/ public service announcement
- Pitching media
- Securing media coverage
- Coordinating media briefings
- Supporting crisis media management efforts
- Monitoring media

All media outreach will be focused on the specific goals of the organization, while tying them in to relevant, timely, newsworthy issues; therefore, increasing the opportunity for coverage.

We will manage the LESJWA Facebook page: create content on a weekly basis (up to 3 posts per week), share content, post photos/ video and respond to comments.

TASK 3 - Prepare Materials and Coordinate the LESJWA Water Summit Event Planning (In Years 2024 and 2026 only)

DeGrave Communications will manage logistics for the LESJWA Water Summit, including but not limited to:

- Creation and distribution of electronic invitations
- Development of collateral and signage
- Management and development of RSVP list
- Management the RSVP list
- Develop and assembly of informational packets for attendees
- Management of media (promote event, pitch interview opportunities, work towards securing coverage)

LESJWA: Scope of Work

- Coordination of logistical support prior-to and during the event, work with all vendors (caterer, rentals, décor)

TASK 4 – Provide Outreach and Administration for Project Management Purposes

DeGrave Communications will serve LESJWA by offering feedback in regards to program effectiveness. Bi-annual activity reports will be provided to LESJWA with accomplished tasks, outreach efforts, and effectiveness. DeGrave Communications will meet with the Board and provide strategic counsel as needed, in addition to attending quarterly meetings with the Education and Outreach Committee. A mid-year overall program evaluation will be presented twice a year, if requested.

TASK 5 – Provide Issues Management Services

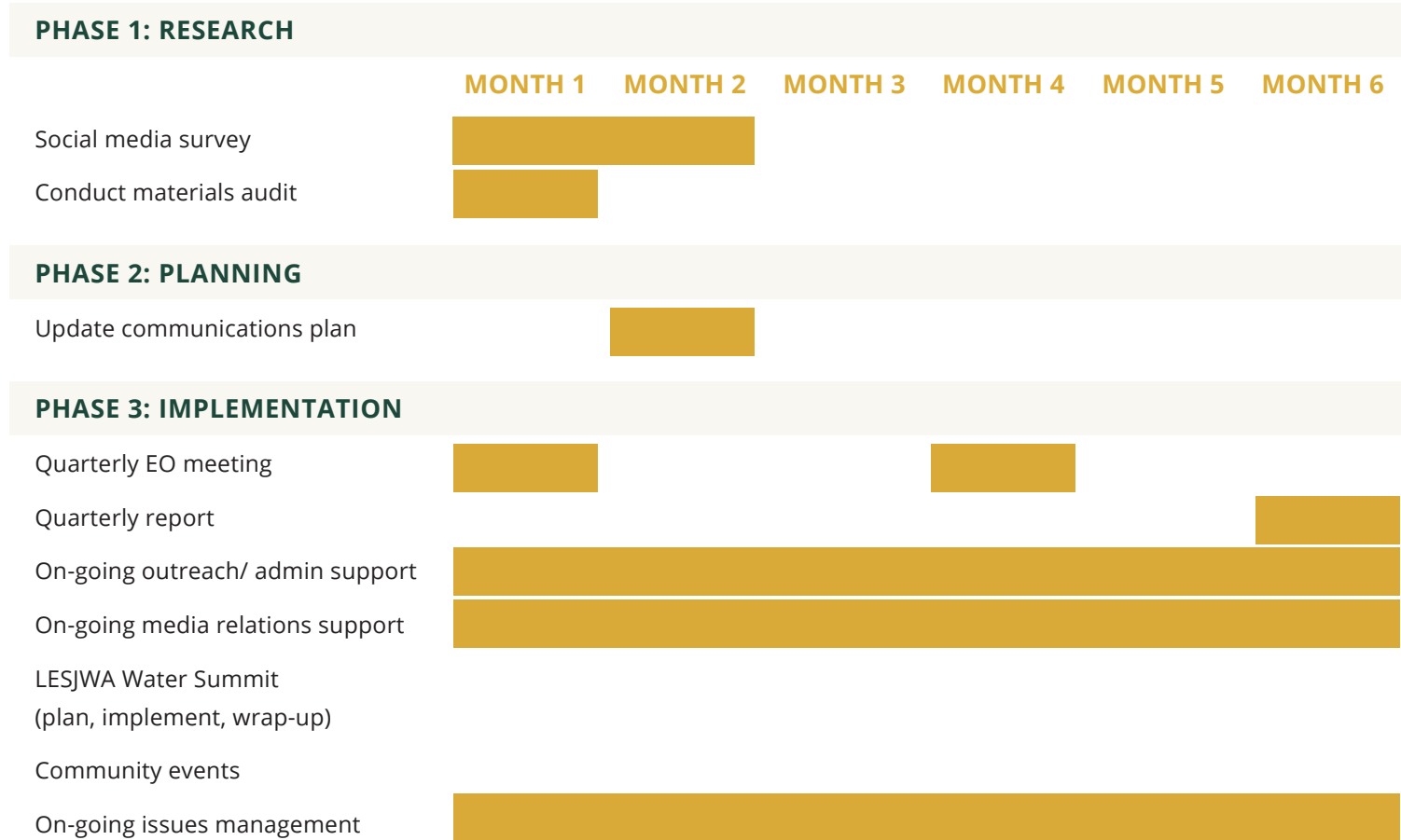
DeGrave Communications will work to foresee possible crisis that may arise. By being prepared and proactive for various issues that can be potential crises, the crisis can be diverted into a controlled and well-managed opportunity to demonstrate LESJWA's effective management of the watershed water quality efforts. Staff will be available to serve to counsel and support as needed during issue management and potentially critical times.

PHASE FOUR: EVALUATION

During the entire implementation process, the DeGrave Communications team will continually evaluate outreach progress and refine our approach, if needed. A mid-year and end-of year report will include evaluating the success of the outreach efforts.

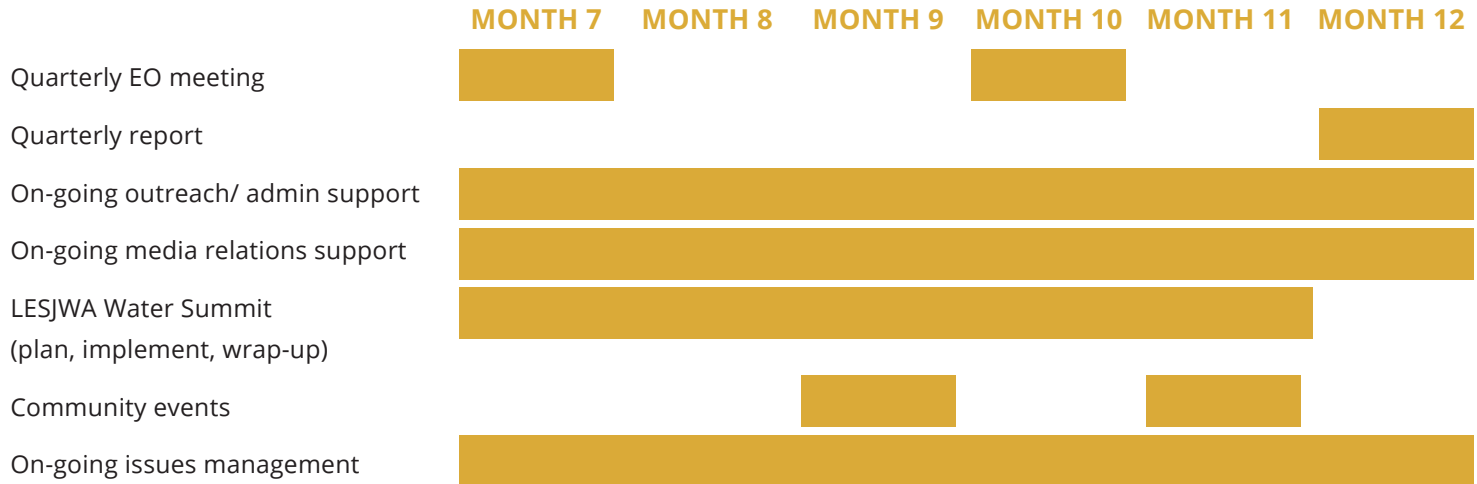
Schedule

Schedule

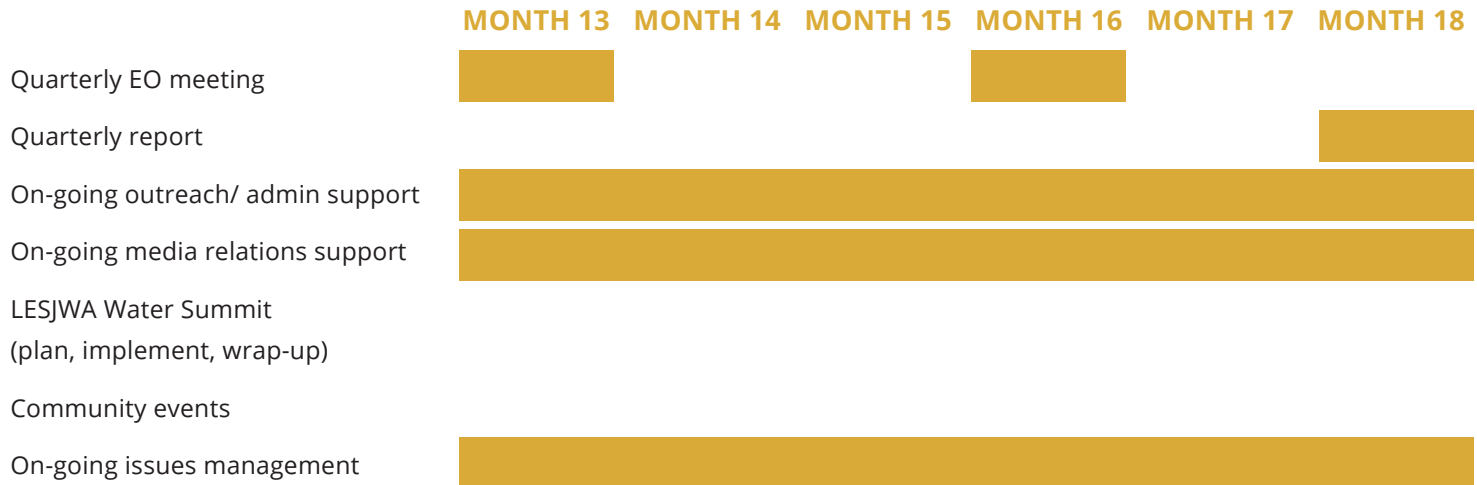


Schedule

PHASE 3: IMPLEMENTATION

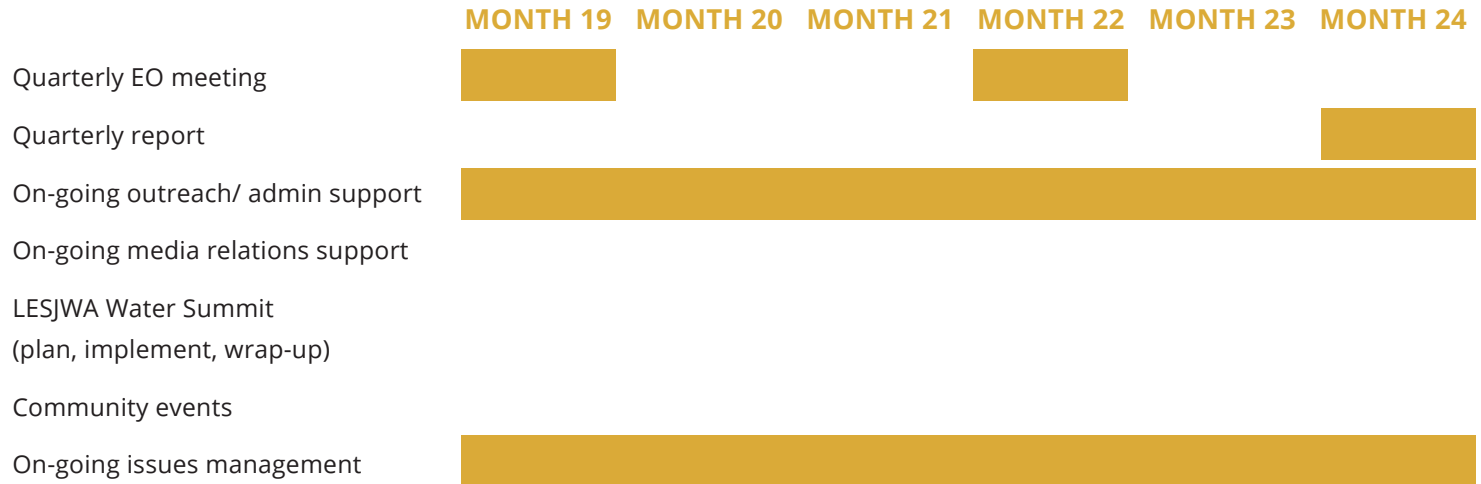


PHASE 3: IMPLEMENTATION

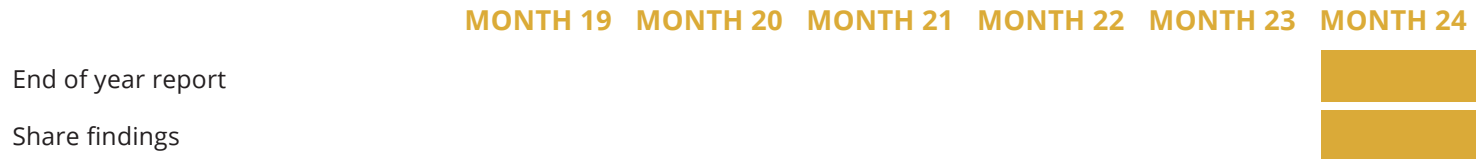


Schedule

PHASE 3: IMPLEMENTATION



PHASE 4: EVALUATION



Schedule

PHASE 2: PLANNING

	MONTH 25	MONTH 26	MONTH 27	MONTH 28	MONTH 29	MONTH 30
Update communications plan						

PHASE 3: IMPLEMENTATION

	MONTH 25	MONTH 26	MONTH 27	MONTH 28	MONTH 29	MONTH 30
Quarterly EO meeting						
Quarterly report						
On-going outreach/ admin support						
On-going media relations support						
LESJWA Water Summit (plan, implement, wrap-up)						
Community events						
On-going issues management						

Schedule

PHASE 3: IMPLEMENTATION

	MONTH 31	MONTH 32	MONTH 33	MONTH 34	MONTH 35	MONTH 36
Quarterly EO meeting	■			■		
Quarterly report						■
On-going outreach/ admin support	■	■	■	■	■	■
On-going media relations support	■	■	■	■	■	■
LESJWA Water Summit (plan, implement, wrap-up)	■	■	■	■	■	
Community events						
On-going issues management	■	■	■	■	■	■

PHASE 4: EVALUATION

	MONTH 31	MONTH 32	MONTH 33	MONTH 34	MONTH 35	MONTH 36
End of year report						■
Share findings						■

Fee Proposal



Fee Proposal

Working with DeGrave Communications, you get the large agency expertise, in-depth capabilities and top-notch advisory services while benefiting from an unmatched level of hands-on personal service. As a result, our team can work quickly and efficiently, reducing start-up time and creating cost savings.

Our lean structure means that veteran, award-winning communicators, who hold the elite Accreditation in Public Relations credential, handle the bulk of project work and client interaction from start to finish while still maintaining a competitive price point and never compromising on quality. We look forward to engaging with the LESJWA team to identify project priorities and adjust resources and budgets for this project as needed.

As LESJWA looks for a firm for Public Education and Outreach services, we look forward to identifying the specific scope of work to best serve you. Our outreach strategies will be adapted to meet the changing needs of your ongoing communications effort.

PROJECT BUDGETS

Rates are based on time and materials calculated using the following hourly rates by staff classification and estimating staff hours required to complete tasks. We carefully manage our project budget to ensure we stay on budget.

Principal in Charge, Director	\$175 hour
Account Executive	\$150
Strategic Visual Designer	\$140

BILLING

Fees will then be invoiced monthly according to work performed in the month prior.

REIMBURSABLE EXPENSES

Mileage expenses are billed at the current IRS rate. The client will reimburse lodging and meals. A standard 20 percent markup will be added to out-of-pocket costs (such as advertising buyouts, printing, and stock photography purchases). A 3% fee is incurred for invoices not paid within 60 days of invoice date.

Fee Proposal · Year 1

YEAR 1, TASK 1 - CONDUCT OUTREACH SERVICES IN CANYON LAKE AND LAKE ELSINORE

Includes: Design and revise collateral materials, attend community events (Splash into Spring, Fiesta Day)

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Outreach services (principal in charge)		10	175	\$1,750
Outreach services (account executive)		10	150	\$1,500
Outreach services - staffing community events		35	100	\$3,500
Graphic design		20	150	\$3,000
Fiesta Day registration	\$100			\$100
Incidentals (miles, printing)	\$250			\$250
				\$10,100

YEAR 1, TASK 2 - MEDIA OUTREACH / SOCIAL MEDIA

Includes: Media relations support. Management of social media page(s).

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Media outreach (principal in charge)		6	175	\$1,050
Social media (account executive)		52	150	\$7,800
Social media ads	\$200			\$200
				\$9,050

Budget does not include: food, rentals and hard event costs.

YEAR 1, TASK 3 - LESJWA SUMMIT

Includes: Event management. Design content. Manage: sponsors, vendors, attendees. Informational packets.

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Summit (principal in charge)		15	175	\$2,625
Summit (account executive)		10	150	\$1,500
Summit (staff support)		10	100	\$1,000
Photo/ Video	\$1,500			\$1,500
Graphic design		10	150	\$1,500
				\$8,125

YEAR 1, TASK 4 - OUTREACH AND ADMINISTRATION FOR PROJECT MANAGEMENT

Includes: Attend quarterly meetings, assist in project managerial duties, evaluate program mid-year.

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Outreach services (principal in charge)		12	175	\$2,100
Outreach services (AE)		6	150	\$900
				\$3,000

YEAR 1, TASK 5 - PROVIDE ISSUE MANAGEMENT SERVICES

Includes: Assist in public outreach and responses to potential issues that may arise

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Issues Management (principal in charge)		8	175	\$1,400
				\$1,400

TOTAL YEAR 1 COST: \$31,675

Fee Proposal · Year 2

YEAR 2, TASK 1 - CONDUCT OUTREACH SERVICES IN CANYON LAKE AND LAKE ELSINORE

Includes: Revise collateral materials, attend community events (Splash into Spring, Fiesta Day)

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Outreach services (principal in charge)		10	175	\$1,750
Outreach services (account executive)		10	150	\$1,500
Outreach services - staffing community events		35	100	\$3,500
Graphic design		20	150	\$3,000
Fiesta Day registration	\$100			\$100
Incidentals (miles, printing)	\$250			\$250
OWOW Conference fee	\$1,000			\$1,000
				\$11,100

YEAR 2, TASK 2 - MEDIA OUTREACH / SOCIAL MEDIA

Includes: Media relations support. Management of social media page(s).

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Media outreach (principal in charge)		6	175	\$1,050
Social media (account executive)		52	150	\$7,800
Social media ads	\$200			\$200
				\$9,050

YEAR 2, TASK 3 - LESJWA SUMMIT

Includes: Event management. Design content. Manage: sponsors, vendors, attendees. Informational packets.

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Summit (principal in charge)				N/A
Summit (account executive)				N/A
Summit (staff support)				N/A
Photo/ Video				N/A
Graphic design				N/A
				\$0

YEAR 2, TASK 4 - OUTREACH AND ADMINISTRATION FOR PROJECT MANAGEMENT

Includes: Attend quarterly meetings, assist in project managerial duties, evaluate program mid-year.

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Outreach services (principal in charge)		12	175	\$2,100
Outreach services (AE)		6	150	\$900
				\$3,000

YEAR 2, TASK 5 - PROVIDE ISSUE MANAGEMENT SERVICES

Includes: Assist in public outreach and responses to potential issues that may arise

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Issues Management (principal in charge)		8	175	\$1,400
				\$1,400

TOTAL YEAR 2 COST: \$24,550

Fee Proposal · Year 3

YEAR 3, TASK 1 - CONDUCT OUTREACH SERVICES IN CANYON LAKE AND LAKE ELSINORE

Includes: Revise collateral materials, attend community events (Splash into Spring, Fiesta Day)

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Outreach services (principal in charge)		10	175	\$1,750
Outreach services (account executive)		10	150	\$1,500
Outreach services - staffing community events		35	100	\$3,500
Graphic design		20	150	\$3,000
Fiesta Day registration	\$100			\$100
Incidentals (miles, printing)	\$250			\$250
				\$10,100

YEAR 3, TASK 2 - MEDIA OUTREACH / SOCIAL MEDIA

Includes: Media relations support. Management of social media page(s).

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Media outreach (principal in charge)		6	175	\$1,050
Social media (account executive)		52	150	\$7,800
Social media ads	\$200			\$200
				\$9,050

Budget does not include: food, rentals and hard event costs.

YEAR 3, TASK 3 - LESJWA SUMMIT

Includes: Event management. Design content. Manage: sponsors, vendors, attendees. Informational packets.

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Summit (principal in charge)		15	175	\$2,625
Summit (account executive)		10	150	\$1,500
Summit (staff support)		10	100	\$1,000
Photo/ Video	\$1,500			\$1,500
Graphic design		10	150	\$1,500
				\$8,125

YEAR 3, TASK 4 - OUTREACH AND ADMINISTRATION FOR PROJECT MANAGEMENT

Includes: Attend quarterly meetings, assist in project managerial duties, evaluate program mid-year.

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Outreach services (principal in charge)		12	175	\$2,100
Outreach services (AE)		6	150	\$900
				\$3,000

YEAR 3, TASK 5 - PROVIDE ISSUE MANAGEMENT SERVICES

Includes: Assist in public outreach and responses to potential issues that may arise

YEAR 1	FLAT RATE	HOURS	RATE	TOTAL
Issues Management (principal in charge)		8	175	\$1,400
				\$1,400

TOTAL YEAR 2 COST: \$24,550

Fee Proposal · Total By Year

YEAR 1 · TOTAL PROJECT COST	HOURS
TASK 1 - OUTREACH SERVICES	\$10,100
TASK 2 - MEDIA OUTREACH / SOCIAL MEDIA	\$9,050
TASK 3 - WATER SUMMIT PLANNING	\$8,125
TASK 4 - OUTREACH AND ADMINISTRATION MEETINGS	\$3,000
TASK 5 - ISSUE MANAGEMENT	\$1,400
	\$31,675

YEAR 2 · TOTAL PROJECT COST	HOURS
TASK 1 - OUTREACH SERVICES	\$10,100
TASK 2 - MEDIA OUTREACH / SOCIAL MEDIA	\$9,050
TASK 3 - WATER SUMMIT PLANNING	\$0
TASK 4 - OUTREACH AND ADMINISTRATION MEETINGS	\$3,000
TASK 5 - ISSUE MANAGEMENT	\$1,400
	\$24,550

YEAR 3 · TOTAL PROJECT COST	HOURS
TASK 1 - OUTREACH SERVICES	\$10,100
TASK 2 - MEDIA OUTREACH / SOCIAL MEDIA	\$9,050
TASK 3 - WATER SUMMIT PLANNING	\$8,125
TASK 4 - OUTREACH AND ADMINISTRATION MEETINGS	\$3,000
TASK 5 - ISSUE MANAGEMENT	\$1,400
	\$31,675

TOTAL INVESTMENT: \$87,900

LESJWA BOARD MEMORANDUM NO. 2023.08

DATE: April 24, 2023

TO: LESJWA Board of Directors

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

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

RECOMMENDATION

Approve the General Services Agreement and Task Order KSC160-03 with Kahn, Soares & Conway, LLP in the amount not-to-exceed \$ 136,000 (\$74,000 for FY 2023-24 and \$62,000 for FY 2024-25) to continue to provide strategic and regulatory support for the Lake Elsinore & Canyon Lake TMDL Task Force.

DISCUSSION

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. Ms. Dunham replaced Tim Moore of Risk Sciences who has now retired.

With continuing efforts to meet the regulatory requirements from the Santa Ana Regional Water Quality Control Board, the support of Ms. Dunham is key for the successful approval of the LE/CL TMDL Update and Revision. Once approved, continued regulatory support will be needed as future implementation activities are proposed to benefit Lake Elsinore and Canyon Lake.

This new task order reflects Ms. Dunham for the next two fiscal years to minimize administrative expenses associated with annual task orders. These costs were provided to the Lake Elsinore and Canyon Lake TMDL Task Force and are deemed acceptable and important to fund.

RESOURCE IMPACTS

Sufficient funding has been budgeted by the Lake Elsinore and Canyon Lake TMDL Task Force for the FY 23-24 fiscal year. This work is also included in the draft FY 23-24 Budget for LESJWA.

Attachments:

1. General Service Agreement
2. Task Order No. KSC160-03

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GENERAL SERVICES AGREEMENT BY INDEPENDENT CONSULTANT

This Agreement is made this **24th day of April, 2023** 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 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. 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

reproduce such records.

ARTICLE XI
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

11.08 During the performance of the Agreement, Consultant, and its subcontractors, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant, and its subcontractors, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant, and its subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (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

**LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. KSC160-03**

CONSULTANT: Kahn, Soares & Conway, LLP
1415 L Street, Suite 400
Sacramento, CA 95814

VENDOR NO.: 2266

COST:

FY 2023-24	\$74,000.00
FY 2024-25	\$62,000.00
Total	\$136,000.00

PAYMENT: Upon Proper Invoice

REQUESTED BY: Mark Norton, Authority Administrator

April 24, 2023

FINANCE: _____
Karen Williams, Deputy GM/CFO

Date

FINANCING SOURCE:

Acct. Coding	160TMDL-6113-01
Acct. Description	General Consulting

BOARD AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()
Authorization: April 24, 2023; LES#2023.08

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 General Services Agreement between LESJWA and Consultant, entered into on April 24, 2023, expiring December 31, 2025.

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 the following: FY 2023-24 for \$74,000.00, and FY 2024-25 for \$62,000.00 as described in the attached scope of work and cost estimate. Consultant will designate Theresa Dunham to provide all services described in this Task Order.

III. PERFORMANCE TIME FRAME

Consultant shall begin work July 1, 2023, and shall complete performance of such services by **June 30, 2025**.

IV. LESJWA LIAISON

Rachel Gray 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 **\$136,000.00**. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Dale Welty, LESJWA Chair	Date
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KAHN, SOARES & CONWAY, LLP

(Signature)	Date	Print/Type Name and Title
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**Lake Elsinore/Canyon Lake TMDL Task Force
Regulatory Facilitation Cost Estimates
Fiscal Years 23-24 & 24-25**

Activity	Fiscal Year 23-24	Fiscal year 24-25
Task Force Meeting Preparation and Participation	5 hours per meeting 10 meetings per year 4 in-person meetings (\$500 per meeting) Rate \$400 per hour 50 hours - \$20,000 Travel - \$2,000 Estimate \$22,000	5 hours per meeting 10 meetings per year 4 in-person meetings (\$500 per meeting) Rate \$400 per hour 50 hours - \$20,000 Travel - \$2,000 Estimate \$ 22,000
Support Santa Ana Water Board Staff with Revision of TMDLs & Basin Plan Amendment	Work with Consultants & Regional Board staff; prepare draft documents (e.g., Consistency Resolution, draft Regional Board staff report); review Draft Documents; represent Task Force at Regional Board hearing 60 hours - \$ 24,000	Continue to support Basin Plan Amendment efforts, as necessary; represent Task Force at State Board hearing, if applicable 40 hours - \$ 16,000
Other Policies (e.g., 2024 Integrated Report)	Monitoring Policies, provide Task Force Updates, prepare draft comment letters; represent Task Force before State Water Board 20 hours - \$ 8,000	Monitoring Policies, provide Task Force Updates, prepare draft comment letters 20 hours - \$ 8,000
TMDL Incorporation and Implementation in Updated Permits	Assist Task Force members with Regional Board efforts to update permits and incorporation of TMDL requirements into updated permits 50 hours - \$ 20,000	Assist Task Force members with Regional Board efforts to update permits and incorporation of TMDL requirements into updated permits 40 hours - \$ 16,000
Total Estimate for Regulatory Facilitation	FY 23-24 \$ 74,000	FY 24-25 \$ 62,000

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RESOLUTION NO. LES2023-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY
RECOGNIZING MARK R. NORTON FOR HIS SERVICE**

WHEREAS, Mark R. Norton has served with distinction as the Authority Administrator for the Lake Elsinore and San Jacinto Watersheds Authority since its inception in April 2000; and

WHEREAS, Mr. Norton was instrumental in the Santa Ana Watershed Project Authority applying for and receiving Proposition 13 grant funding, where a significant portion of the funding was set aside to form the Lake Elsinore and San Jacinto Watersheds Authority; and

WHEREAS, Mr. Norton's contributions to LESJWA's success are immeasurable, and his extensive knowledge have played a crucial role in some of the agency's most significant achievements over the past 23 years; and

WHEREAS, Mr. Norton championed and directed numerous significant, far-reaching accomplishments during his service through joint water resource management efforts to address issues and regulatory compliance in the Lake Elsinore and San Jacinto Watersheds and the Santa Ana River Watershed, thereby cementing a mutually successful, beneficial relationship with various stakeholders, including Regulatory agencies; and

NOW, THEREFORE, the Lake Elsinore and San Jacinto Watersheds Authority Board of Directors **DOES HEARBY RESOLVE** that the Lake Elsinore and San Jacinto Watersheds Authority Board of Directors express to Mark R. Norton their sincere appreciation for his outstanding public service to the citizens of the Lake Elsinore and San Jacinto Watersheds and the Santa Ana River Watershed, and his meritorious efforts on behalf of LESJWA. We wish you a well-deserved retirement.

ADOPTED this 24th day of April 2023.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY

Dale Welty, LESJWA Chair

ATTEST:

Zyanya Ramirez, Clerk of the Board