



REGULAR MEETING 8:00 A.M. OPERATIONS CENTER - 1200 SOUTH GENE AUTRY TRAIL – PALM SPRINGS – CALIFORNIA

Desert Water Agency operates independently of any other local government. Its autonomous elected board members are directly accountable to the people they serve. The Agency is one of the desert's two State Water Contractors and provides water and resource management, including recycling, for a 325-square-mile area of Western Riverside County, encompassing parts of Cathedral City, Desert Hot Springs, outlying Riverside County and Palm Springs.

1. **PLEDGE OF ALLEGIANCE**
2. **NEW EMPLOYEE INTRODUCTIONS** **KRAUSE**
3. **APPROVAL OF MINUTES** September 3, 2019 **STUART**
4. **GENERAL MANAGER'S REPORT** **KRAUSE**
5. **COMMITTEE REPORT** Executive – September 12, 2019 **STUART**
6. **PUBLIC COMMENT:** Members of the public may comment on any item not listed on the agenda, but within the jurisdiction of the Agency. In addition, members of the public may speak on any item listed on the agenda as that item comes up for consideration. Speakers are requested to keep their comments to no more than three (3) minutes. As provided in the Brown Act, the Board is prohibited from acting on items not listed on the agenda.
7. **ACTION ITEMS**
 - A. Request Board Authorization for General Manager to Execute License Agreement with CVAG for CV Link Paved Path over Agency Property **JOHNSON**
 - B. Request Board Authorization for General Manager to Execute Letter of Agreement for Cost Sharing of Mission Creek Subbasin Annual Report **KRAUSE**
8. **DISCUSSION ITEM**
August Water Use Reduction Figures **METZGER**
9. **DIRECTORS COMMENTS AND REQUESTS**
10. **CLOSED SESSION**
 - A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9 (d) (1)
Name of Case: Agua Caliente Band of Cahuilla Indians vs. Coachella Valley Water District, et al
 - B. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9 (d) (1)
Name of Case: Mission Springs Water District vs. Desert Water Agency
 - C. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9 (d) (1)
Name of Case: Albrecht et al vs. County of Riverside
 - D. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9 (d) (1)
Name of Case: Abbey et al vs. County of Riverside
 - E. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9 (d) (1)
Name of Case: Thurman W. Arnold, III vs. Julie K. Rupp, John Medjian, Mary Beth Rupp, David Merritt Levy, DWA
 - F. **CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO LITIGATION**
Pursuant to Government Code Section 54956.9 (d) (2)
Alan Neil Freiman, et al vs. Safari Park, Inc.
Riverside County Superior Court Case No. PSC1806308

G. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: APN No. 680-180-034

Agency Negotiators: Mark S. Krause, General Manager and Steve Johnson, Assistant General Manager

Negotiating Parties: Desert Water Agency and Wildcat I Energy Storage, LLC

Under Negotiation: Possible Amendment of Terms and Lease Agreement

11. RECONVENE INTO OPEN SESSION – REPORT FROM CLOSED SESSION

12. ADJOURN

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting is asked to contact Desert Water Agency's Assistant Secretary of the Board, at (760) 323-4971, at least 48 working hours prior to the meeting to enable the Agency to make reasonable arrangements. Copies of records provided to Board members that relate to any agenda item to be discussed in open session may be obtained from the Agency at the address indicated on the agenda.

Desert Water Agency
REGULAR BOARD MEETING
September 17, 2019

The following employees are scheduled to attend and be introduced to the Board of Directors at the September 17, 2019 Board Meeting:

Lionel Vega
December 3, 2018
Water Service Worker I

Eduardo Carrillo
March 7, 2019
Water Service Worker I

**MINUTES
OF THE REGULAR MEETING
OF THE
DESERT WATER AGENCY
BOARD OF DIRECTORS**

3

September 3, 2019

DWA Board: Joseph K. Stuart, President)
Kristin Bloomer, Vice President)
Patricia G. Oygur, Director)
James Cioffi, Director)

Absent: Craig Ewing, Secretary-Treasurer)

DWA Staff: Mark S. Krause, General Manager)
Steve Johnson, Asst. General Manager)
Esther Saenz, Finance Director)
Sylvia Baca, Asst. Secretary of the Board)
Ashley Metzger, Outreach & Cons. Mgr.)
Kris Hopping, Human Resources Manager)
Heather Marcks, Senior Engineering Technician)

Consultant: Michael T. Riddell, Best Best & Krieger)

Public: David Freedman, Palm Springs resident)

18521. President Stuart opened the meeting at 8:00 a.m. and asked everyone to join Director Oygur in the Pledge of Allegiance. **Pledge of Allegiance**

18522. President Stuart called for approval of the August 20, 2019 Regular Board meeting minutes. **Approval of 08/20/19 Regular Board Mtg. Minutes**

Director Cioffi moved for approval. After a second by Director Oygur, the minutes were approved by the following vote:

AYES: Oygur, Stuart, Bloomer, Cioffi
NOES: None
ABSENT: Ewing
ABSTAIN: None

18523. President Stuart called upon General Manager Krause to provide an update on Agency operations. **General Manager's Report**

Mr. Krause provided an update on Agency operations and noted his meetings and activities for the past several weeks.

18524. President Stuart noted the minutes for the August 29, 2019 Executive Committee meeting were provided in the Board's packet. **Committee Reports:**
Executive 08/29/19

18525. President Stuart called upon Finance Director Saenz to present an overview of financial activities for the month of July 2019. **Secretary-Treasurer's Report (July)**

Mrs. Saenz reported that the Operating Fund received \$3,097,956 in Water Sales Revenue, \$187,974 in Reclamation Sales Revenue, \$10,720 from SCE for Snow Creek Hydro Power Sales for June 2019, and \$20,441 for a Retention payment for Proposition 84 Round 4 in miscellaneous cash receipts. \$4,572,809 was paid out in Accounts Payable. There were 23,253 active services as of July 31, 2019 compared to 23,204 active services as of June 30, 2019 (net addition of 49 active services). **Operating Fund**

Reporting on the General Fund, Mrs. Saenz stated that \$749,846 was received in Groundwater Assessments, (\$23,878 from private pumpers, 725,968 from the Operating Fund) and \$54,027 was received from SCE for Whitewater Hydro Power Sales for June 2019. \$3,198,341 was paid out in State Water Project charges (YTD \$3,198,341). **General Fund**

Reporting on the Wastewater Fund, Mrs. Saenz reported \$48,420 was received in Sewer Capacity Charges (Jones Cree Ventures) and \$4,077 in Sewer Contract payments. Two contracts were paid in full with 32 contracts remaining (Cathedral City Cove). Total delinquents are 6 (19%). \$134,852 was paid out in Accounts Payable. **Wastewater Fund**

18526. President Stuart opened the meeting for public comment. **Public Comment**

There being no one from the public wishing to address the Board, President Stuart closed the public comment period.

18527. President Stuart called upon Assistant General Manager Johnson to provide a report on the Annual Water Loss. **Discussion Items:**
Annual Water Loss Report (PPT)

Mr. Johnson with assistance from Outreach and Conservation Manager Metzger gave a Power Point presentation giving a general overview of the annual Water Loss Audit Report prepared by Agency staff. Included in the presentation was a brief background of legislation requiring the report, the data collected by staff for the report, the results of the existing report and what the State's ultimate goal is based on this report. Mr. Johnson explained real loss versus apparent loss, factors that are used for accuracy.

18528. President Stuart noted that Board packets included Outreach & Conservation reports for August 2019. **Outreach & Conservation – August 2019**

Mrs. Metzger noted the Rebate Program launches tomorrow, September 4.

18529. At 9:09 a.m., President Stuart convened into Closed Session for the purpose of Conference with Legal Counsel, (A) Existing Litigation, pursuant to Government Code Section 54956.9 (d) (1), Agua Caliente Band of Cahuilla Indians vs. Coachella Valley Water District, et al; (B) Existing Litigation, pursuant to Government Code Section 54956.9 (d) (1), Mission Springs Water District vs. Desert Water Agency; (C) Existing Litigation, pursuant to Government Code Section 54959.9 (d) (1), Albrecht et al vs. County of Riverside; (D) Existing Litigation, pursuant to Government Code Section 54959.9 (d) (1), Abbey et al vs. County of Riverside; (E) Existing Litigation, pursuant to Government Code Section 54956.9 (d) (2), Thurman W. Arnold III vs. Rupp, Medjian, Rupp, Levy, DWA; (F) Exposure to Litigation, pursuant to Government Code Section 54956.9 (d) (2), Alan Neil Freiman et al vs. Safari Park, Inc.; (G) Conference with Real Property Negotiators, Pursuant to Government Code Section 54956.8, Property: Proposed Right of Way over APN 669-810-039 and 669-810-043, Agency Negotiators: Mark S. Krause, General Manager and Steve Johnson, Assistant General Manager, Negotiating Parties: Desert Water Agency and Coachella Valley Association of Governments, Under Negotiation: Terms of a proposed right of way for CV Link project; and (H) Conference with Real Property Negotiators, Pursuant to Government Code Section 54956.8, Property: APN 680-180-022-7, Agency Negotiators: Mark S. Krause, General Manager and Steve Johnson, Assistant General Manager, Negotiating Parties: Desert Water Agency and City of Palm Springs, Under Negotiation: Price and Terms.

Closed Session:

- A. Existing Litigation – ACBCI vs. CVWD, et al.
- B. Existing Litigation – MSWD vs. DWA
- C. Existing Litigation – Albrecht et al vs. Riverside County
- D. Existing Litigation – Abbey et al vs. Riverside County
- E. Existing Litigation – Thurman W. Arnold III vs. Rupp, Medjian, Rupp, Levy, DWA
- F. Exposure to Litigation – Alan Neil
- G. Conference with Real Property Negotiators Right-of-way for CV Link project.
- H. Conference with Real Property Negotiators Price and Terms

18530. At 10:35 a.m., President Stuart reconvened the meeting into open session and announced there was no reportable action taken.

Reconvene – No Reportable Action

18531. In the absence of any further business, President Stuart adjourned the meeting at 10:36 a.m.

Adjournment

Joseph K. Stuart, President

ATTEST:

Kristin Bloomer, Vice President

GENERAL MANAGER'S REPORT SEPTEMBER 17, 2019

State Water Contractors' Outreach

SWC Comments Water Portfolio Program

The State Water Contractors (SWC) released a response to the Governor's Water Resilience Portfolio Initiative last week that lays out the SWC's recommendations for building a water supply that is more sustainable and more resilient to the increasing impacts of climate change. The SWC's response highlights the importance of making the most of the State Water Project (SWP), including modernizing and repairing SWP infrastructure, supporting the development of storage projects to complement SWP operations and investing in other SWP benefits such as flood protection, clean energy, recreation and environmental management (letter attached).

SB 1 (Atkins): Environmental, Public Health and Workers Defense Act

The SWC's sent an assembly floor alert to the members of the assembly and a letter to President Pro Tempore, Toni Atkins asking for amendments to the bill pertaining to the CA endangered species act, the fish and game code and pollutants. The amendments would allow for the best available science to govern decisions regarding storage of water providing for 7.5 million people (letters attached).



September 5, 2019

Delivered via email: Nancy.Vogel@resources.ca.gov

Ms. Nancy Vogel
Director of the Governor's Water Portfolio Program
California Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

Dear Ms. Vogel,

The State Water Contractors (SWC) represent 27 public water agencies delivering reliable water supplies to 27 million Californians and 750,000 acres of the Nation's most fertile farmland. These public water agencies contract with the Department of Water Resources for a portion of their water supplies, which varies by agency and with the changing hydrology and regulatory rules. Even with this variation, it is a foundational supply for these local public water agencies, making possible a whole host of other regional and local water supply projects. The State Water Project (SWP) is the largest public water system in the nation and without it, California would be unrecognizable. Beyond its water supply benefits, it provides the state with important flood protection, energy, and environmental management benefits.

Executive Order N-10-19 is a great way to take a holistic look at the state and ask, what do we want our water future to be? It is a question the SWCs ask ourselves frequently, and we have already taken action to effectuate that future. From investments in conjunctive use, recycled water, and improved storage, to major conservation and desalination efforts, the SWCs are finding ways to ensure a reliable and sustainable water supply for the Californians they serve. We anticipate that many of our individual public water agencies will share specific input to the Water Supply Resiliency Portfolio process for their regions, but from a statewide perspective, the SWC offer the following input for building a sustainable water resilience portfolio:

1. **Make the most of the State Water Project.** The SWP is a major piece of water supply and electrical generation infrastructure and Californians have invested billions of dollars to operate and maintain it over the last 50 years. One of the most cost-effective ways to continue to provide fresh water to Californians, including millions in disadvantaged communities, is to maximize the sustainable operations of the SWP. In addition to signing the contract extension to allow for affordable financing and financial upgrades to the operations of the SWP, the state should operate the SWP to maximize its benefits.

DIRECTORS

Matthew Stone
President

Santa Clarita Valley Water
Agency

Valerie Pryor
Vice President

Alameda County Flood
Control and Water
Conservation District,
Zone 7

Curtis Creel
Secretary-Treasurer

Kern County Water Agency

Stephen Arakawa
Metropolitan Water District
of Southern California

Tom McCarthy
Mojave Water Agency

Mark Gilkey
Tulare Lake Basin Water
Storage District

Douglas Headrick
San Bernardino Valley
MWD

Roland Sanford
Solano County Water
Agency

Ray Stokes
Central Coast Water
Authority

General Manager
Jennifer Pierre

Implement Water Management Tools. From our perspective, there are operational improvements that can be made, including those contemplated in the Water Management Tools contract amendment, that would greatly improve the benefits of the SWP to Californians. These water management tools, such as water transfers and more flexible water exchange arrangements among State Water Contractors, will improve the efficiency of the SWP. Additionally, there is a broad state interest in positioning the SWP to better respond to climate change hydrology.

Operate the SWP to Respond to Climate Change Hydrology. We have been modeling, and now we are experiencing, the effects of climate change on the timing and availability of water to the SWP. It is imperative that the state recognize the opportunities and constraints those effects will have on the SWP. We must implement operational criteria that maximize diversions when it is safe to do so, especially during times of high flows that can simultaneously support water supply and environmental benefits. In the last few years, we have seen many foregone opportunities to improve water supplies because the environmental rules for operations do not consider the wide swings in hydrology that we now know will occur. The SWP is currently updating CESA and ESA permits for its long-term operations. We recommend the state study changes to SWP operations that maintain and improve water supplies in response to hydrologic changes caused by climate change.

2. **Modernize and repair State Water Project infrastructure.** DWR began construction of the SWP in the 1950s, and the SWCs have been making investments in the infrastructure since then, including expansion of the conveyance systems through construction of the Coastal Branch and the East Branch. At the same time, the SWP has aged, and new threats have emerged, including climate change. While the state's population has grown from around 16 million when the SWP first came online to its current 40 million, the SWP has steadily provided a reliable water supply to support the state's people and economy. However, like a lot of infrastructure constructed in the state during that time, the SWP is aging and requires substantial reinvestment to continue providing water supply to Californians and to protect the billions of dollars already invested by them over the last several decades. While DWR conducts ongoing regular maintenance and is focused on major dam repairs and reinvestments, there are two other key areas that should be addressed immediately.

Aqueduct Subsidence. Hundreds of miles of SWP canals run through the Central Valley, and there are several areas where land subsidence has drastically reduced the ability of the SWP's canals to move water. In 2017, the wettest year on record, deliveries were hampered by reduced flow in the canals caused by more than 90 miles of land subsidence. While SGMA will slow the rate of subsidence, there is already significant damage to the SWP, and the state should prioritize addressing existing subsidence effects to maximize the SWP's ability to move water.

Delta Conveyance. Delta conveyance has been contemplated for decades, with substantial planning efforts underway for the last 13 years. We appreciate the

Governor's commitment to a Delta conveyance facility, which must be a component of the water resiliency portfolio to ensure the SWP remains able to meet the state's water supply needs into the future. The conveyance facility must be large enough to capture high flow events that we know will occur under the effects of climate change and that will offer the best opportunities to meet the state's co-equal goals of ecosystem restoration and water supply reliability. A tunnel sized too small simply can't move enough water during these high flow events to make the costs to Californians worth it. Similar to the operations of the SWP without Delta conveyance, we must implement operational criteria that maximize diversions when it is safe to do so. The SWCs are committed to working with the state to use the best available science and adaptive management processes to sustainably manage this new, key piece of infrastructure.

3. **Support Development of Storage Projects to Complement SWP Operations.** Similar to climate change adaptation and Delta Conveyance is the need to develop storage to regulate and manage high flow events to provide water when it is needed most – which is during drier years. Several of our member agencies are engaged in developing new local or regional storage projects that can help achieve this critical goal, but state support will be needed to help make these projects a reality.
4. **Invest in other State Water Project benefits.** As described above, in addition to water supply, the SWP provides Californians with flood protection, clean energy, recreation opportunities, and environmental management. The water resiliency portfolio should consider how the SWP can continue to provide or enhance these functions to the benefit of the state.

Flood protection. Lake Oroville along with a system of levees through the Feather and Sacramento rivers, and extending into the Delta, provides flood protection to Californians from Oroville to Sacramento. The state should reinvest in this infrastructure to provide the necessary protections for these Californians, especially in light of changes in hydrology due to climate change. Additionally, the state should invest in better forecasting and more flexible dam operation that allow for flood storage when necessary and store more water when the risks are lower.

Clean Energy. There are likely many opportunities for the SWP to invest in improved clean energy and the SWC supports efforts that help meet the state's renewable energy portfolio objectives while still maintaining the cost-effective water supply delivery functions of the SWP. We look forward to exploring those opportunities.

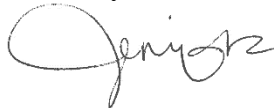
Recreation. The SWP includes several major reservoirs from Oroville in Northern California to Silverwood in Southern California that Californians use for fishing, swimming, boating, camping, biking, etc. While SWCs do not fund these opportunities, we support these uses and encourage the state to find ways to enhance these opportunities.

Ms. Nancy Vogel
September 5, 2019
Page 4

Environmental Management. Many of our environmental management practices are tied to science and regulations that need to be updated to reflect our current understanding, and with an eye towards climate change adaptation. Additionally, the SWC stands ready to partner with the state to implement programs such as the Voluntary Agreements to improve how we manage environmental assets.

Thank you for your outreach and effort to understand the diverse perspectives of all Californians. We appreciate the opportunity to provide ours. One thing is clear- the State Water Project is a vital component of the state's water resiliency portfolio and makes possible our collective ability to achieve a promising vision of our state's future. Many of the local and regional projects that public water agencies and others will implement depend on a reliable SWP. We look forward to working with you on implementation of the Water Resilience Portfolio.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jennifer", with a stylized flourish at the end.

Jennifer Pierre
General Manager

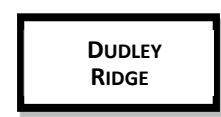
ASSEMBLY FLOOR ALERT

SB 1 (Atkins): Environmental, Public Health and Workers Defense Act Assembly Second Reading File, Senate Bills Item No. 1 (a/o 9/3/19)

SB 1 Could Cost State Water Project and Other Water Users in Excess of 750,000 Acre-Feet of Water, Enough to Support 7.5 Million Californians









CALIFORNIA
ASSOCIATION
of WINEGRAPE
GROWERS



September 4, 2019

To: Members of the California Assembly

Re: SB 1 (Atkins): Environmental, Public Health and Workers Defense Act
OPPOSE UNLESS AMENDED (as amended September 3, 2019)

We regret to inform you that the signatories below oppose SB 1 by Senator Toni Atkins. Unless the bill is amended further to address the concerns outlined below, we must ask for your NO vote on the bill.

First, recent changes to SB 1, in Section 13050, go beyond the author's stated intent behind SB 1. The bill expands the definition of waste which is currently an open question of law in pending litigation.

Additionally, the recent amendments to SB 1 would shift old operating requirements to protect fish onto the State Water Project (SWP). In a water year like this one, if SB 1 were in place, the SWP would lose an opportunity to move and store 750,000 acre-feet of water ... enough water for nearly 7.5 million people for a year. Surely, this is not the intent of SB 1.

The SWP has been operating to rules set by federal and state fish agencies back in 2008-09. Modern science supports updating the rules, and the process for doing so is underway. Under new operating rules, the SWP would continue to provide a reliable water supply to 27 million Californians and 750,000 acres of irrigated farmland while protecting fish but in a way that is more responsive to climate change and changes in hydrology. Moreover, the language in the bill would do great injury to the efforts by a wide spectrum of water users to develop adaptive management practices for the management of Delta water supply, water quality, and fish species commonly known as the voluntary agreements. These important negotiations span the Brown and Newsom administrations.

SB 1, however, would freeze the current operating rules and set the state back ten years thus forcing water users to comply with all the outdated requirements. SB 1 is bad water management for the environment and economy and puts achieving the state's co-equal goals in the Delta at risk.

For these reasons, we ask that you urge Pro Tem Atkins to accept further changes to her bill to:

- Remove Section 2076.7(c) from the changes proposed to the CA Endangered Species Act;
- Delete Section 2057 which adds a new section to the CA Fish and Game Code;
- In Section 13050 (d)(1), delete “pollutants, dredged or fill materials, or” and delete Section 13050 (d)(2); and
- Delete Section 13050 (e)(1) and remove Sections 13050 (e)(2)

Thank you for your consideration. If you have questions or wish additional information, please contact Kathy Viatella of The Metropolitan Water District of Southern California at (916) 650-2614.

Sincerely,

Jeff Kightlinger
General Manager
**Metropolitan Water
District of Southern
California**

Nina Jazmadarian
General Manager
**Foothill Municipal Water
District**

Bill Manis
President & CEO
**San Gabriel
Valley Economic
Partnership**

Anthony Duarte
CEO
**Regional Chamber of
Commerce
San Gabriel Valley**

Matthew Litchfield
General Manager
**Three Valleys Municipal
Water District**

Jessica Duboff
Vice President
**Los Angeles Area
Chamber of Commerce**

Theresa Harvey
President & CEO
**North Orange
County Chamber**

Charley Wilson
Executive Director & CEO
**Southern California
Water Coalition**

Alicia Berhow
*Senior Vice President
of Government Affairs*
**Orange County
Business Council**

Craig Miller
General Manager
**Western Municipal
Water District**

Brian A. Dickinson
General Manager
**Water Department
City of Compton**

Bruce Channing
Executive Director
**Association of California
Cities Orange County**

Shivaji Deshmukh
General Manager
**Inland Empire Utilities
Agency**

John Bosler
General Manager
**Cucamonga Valley
Water District**

Ken Rausch
Chief Executive Officer
**El Monte / South El
Monte Chamber Of
Commerce**

Leah Skinner
Executive Director
**La Verne Chamber of
Commerce**

Joe Cina <i>President/CEO</i> Glendora Chamber of Commerce	Monica Farias <i>Executive Director</i> The Greater West Covina Business Association	David W. Pedersen, P.E. <i>General Manager</i> Las Virgenes Municipal Water District	Greg Morrison <i>Government Relations Officer</i> Elsinore Valley Municipal Water District
Ken Rausch <i>Co-Chairman</i> The San Gabriel Valley Legislative Coalition of Chambers	Mike Salazar <i>Executive Director</i> Bell Gardens Chamber Of Commerce	Monique Manzanares <i>President & CEO</i> Pomona Chamber of Commerce	Michael W. Lewis <i>Senior Vice President</i> Construction Industry Coalition on Water Quality
Tracy Hernandez <i>Founding CEO</i> BizFed	Eileen Hupp <i>Chair</i> South Bay Association of Chambers of Commerce	Donna Duperron <i>President and CEO</i> Torrance Area Chamber of Commerce	Marsha Hansen <i>CEO/President</i> El Segundo Chamber of Commerce
Dominik Knoll <i>President/CEO</i> Redondo Beach Chamber of Commerce	Roxanne Holmes <i>General Manager</i> Crestline-Lake Arrowhead Water Agency	Erik Hitchman <i>General Manager</i> Walnut Valley Water District	Casey Hashimoto, P.E. <i>General Manager</i> Turlock Irrigation District
Scot Moody, SDA <i>General Manager</i> Stockton East Water District	Mauricio E. Guardadoa, Jr. <i>General Manager</i> United Water Conservation District	Steve Knell, P.E. <i>General Manager</i> Oakdale Irrigation District	Dave Eggerton <i>Executive Director</i> Association of California Water Agencies
Tom Birmingham <i>General Manager</i> Westlands Water District	Dennis D. LaMoreaux <i>General Manager</i> Palmdale Water District	Ray A Stokes <i>Executive Director</i> Central Coast Water Authority	Jim Barrett <i>General Manager</i> Coachella Valley Water District
Matthew Stone <i>General Manager</i> Santa Clarita Valley Water Agency	Jason Phillips <i>Chief Executive Officer</i> Friant Water Authority	Jennifer Pierre <i>General Manager</i> State Water Contractors, Inc.	Chris White <i>Executive Director</i> San Joaquin River Exchange Contractors Water Authority

Curtis Creel
General Manager
**Kern County Water
Agency**

Scott Ferguson
General Manager
**Modesto Irrigation
District**

Mark S. Krause
*General Manager/Chief
Engineer*
Desert Water Agency

Robert Reeb
Executive Director
**Valley Ag Water
Coalition**

Dwayne Chisam
General Manager
**Antelope Valley East
Kern Water Agency**

Steve Haugen
Watermaster
**Kings River Water
Association**

Federico Barajas
Executive Director
**San Luis Delta Mendota
Water Authority**

Rick Gilmore
*General
Manager/Secretary*
**Byron Bethany Irrigation
District**

Douglas D. Headrick
General Manager
**San Bernardino Valley
Municipal Water District**

Tom Coleman
General Manager
Rowland Water District

John Kingsbury
Executive Director
**Mountain Counties
Water Association**

Thomas Wong
President
**San Gabriel Valley
Municipal Water District**

Steve Haugen
Watermaster
**Kings River Water
Association**

Norma Camacho
General Manager
**Santa Clara Valley
Water District**

James Peifer
Executive Director
**Regional Water
Authority**

Dale Melville
Manager-Engineer
**Dudley Ridge Water
District**

David J. Guy
President
**Northern California
Water Association**

Thom
as D. McCarthy
General Manager
Mojave Water Agency

Paul Jones, II
General Manager
**Eastern Municipal Water
District**

Gail Delihant
*Director of California
Government Affairs*
**Western Growers
Association**

Dan Dunmoyer
President/CEO
**California Building
Industry Association**

Richard Haller
General Manager
**Santa Ana Watershed
Project Authority**

Jeff Davis
General Manager
**San Geronio Pass Water
Agency**

Noelle G. Cremers
Senior Policy Advocate
**California Farm Bureau
Federation**

Luis Portillo
*Director of
Public Policy*
**Inland Empire Economic
Partnership**

Tricia Geringer
*Vice President of
Government Affairs*
**Agricultural Council of
California**

Michael R. Markus, P.E.,
D.WRE, BCEE, F.ASCE
General Manager
**Orange County Water
District**

David Strecker
President
**San Joaquin County
Farm Bureau Federation**

Michael Miiller
*Director of Government
Relations*
**California Association of
Winegrape Growers**

Jeffrey P. Sutton
General Manager
**Tehama-Colusa Canal
Authority**

cc: Senate President Pro Tempore Toni Atkins
Senator Anthony Portantino
Senator Henry Stern

Kip Lipper, Consultant, Office of the Senate President pro Tempore Toni Atkins

Rachel Wagoner, Deputy Legislative Secretary, Office of Governor Gavin Newsom
Christine Hironaka, Deputy Cabinet Secretary, Office of Governor Gavin Newsom
Secretary Wade Crowfoot, California Natural Resources Agency
Secretary Jared Blumenfeld, California Environmental Protection Agency







DUDLEY
RIDGE



September 4, 2019

The Honorable Toni Atkins
Senate President Pro Tempore
State Capitol, Room 205
Sacramento, CA 95814

Re: SB 1 (Atkins): Environmental, Public Health and Workers Defense Act
OPPOSE UNLESS AMENDED (as amended September 3, 2019)

Dear President Pro Tempore Atkins,

We, the undersigned, regret to inform you of our continued opposition to SB 1, as amended on September 3, 2019. Without the following changes to your bill, we have no choice but to actively work against its passage on the Assembly floor:

- Remove Section 2076.7(c) from the proposed changes to the CA Endangered Species Act;
- Delete Section 2057 which adds a new section to the CA Fish and Game Code;
- In Section 13050 (d)(1) delete “pollutants, dredged or fill materials, or” and delete Section 13050 (d)(2); and
- Delete Section 13050 (e)(1) and remove Section 13050 (e)(2) .

Although your bill seeks to address the federal rollbacks in protections for endangered species, it continues to have significant consequences for the State Water Project (SWP) and other legal users of water. If SB 1 were to become law, outdated permit requirements to protect fish that are not based on best available science would govern project operations.

To put the potential impact into context, if SB 1 were law today and the California Fish and Game Commission listed Central Valley steelhead, in a water year like this one, the SWP would lose an opportunity to move and store 750,000 acre-feet of water to its customers, enough drinking water for nearly 7.5 million people for an entire year. This is because, as drafted, the new Incidental Take Statement allows the federal Central Valley Project (CVP) and the SWP to take less Central Valley steelhead but provides for more real-time management based on science developed in the last decade. SB 1, however, would lock in outdated science thus causing the SWP to meet not only the new requirements but to shoulder all of the outdated requirements as well.

In addition, SB 1 precludes adaptive management practices that lie at the heart of the voluntary agreement discussions related to the Bay Delta Water Quality Control Plan that the Brown and Newsom Administrations, water agencies and fishery agencies have been working on for years. Such a draconian approach could have far reaching impacts on water supplies and the planning that the Newsom Administration is pursuing to develop a water resilience portfolio.

Since 2008-09, the SWP has been operating to the same rules set by federal and state fish agencies. Scientific studies since then support the need to update the operating rules for the SWP. Under new operating rules, the SWP would continue to provide a reliable water supply and protect fish but in a way that is more responsive to climate change and changes in hydrology. SB 1 disregards these efforts to update the rules and sets the state back ten years. It is bad water management for the environment and the state.

In the Endangered Species Act section of SB 1, language remains that assumes the California Endangered Species Act applies to the federal CVP. This is an unsettled area of law, and it is highly likely that this language will lead to litigation. In the interim, the SWP would bear the full costs of meeting the 2008-09 biological opinion requirements. These water supply costs would limit the SWP and CVP’s flexibility to implement the voluntary agreements that the Newsom Administration hopes to advance to update the Bay Delta Water Quality Control Plan to provide flows and fund new habitat restoration projects for fish.

SB 1 also expands the definition of “waste” and “waters of the state” that are currently the subject of pending litigation. The definition in Section 13050 would add “dredge and fill material” to the definition of “waste” and declare it to be existing law. That issue, however, is being litigated, and should not be subject to a last-minute amendment to SB 1.

For these reasons, we respectfully ask that you consider further amendments to your bill as noted above. We are available to discuss the changes in more detail. Please contact Kathy Viatella from the Metropolitan Water District of Southern California at (916) 650-2614.

Sincerely,

Jeff Kightlinger
General Manager
**Metropolitan Water
District of Southern
California**

Nina Jazmadarian
General Manager
**Foothill Municipal Water
District**

Bill Manis
President & CEO
**San Gabriel
Valley Economic
Partnership**

Anthony Duarte
CEO
**Regional Chamber of
Commerce
San Gabriel Valley**

Matthew Litchfield
General Manager
**Three Valleys Municipal
Water District**

Jessica Duboff
Vice President
**Los Angeles Area
Chamber of Commerce**

Theresa Harvey
President & CEO
**North Orange
County Chamber**

Charley Wilson
Executive Director & CEO
**Southern California
Water Coalition**

Alicia Berhow
*Senior Vice President
of Government Affairs*
**Orange County
Business Council**

Craig Miller
General Manager
**Western Municipal
Water District**

Brian A. Dickinson
General Manager
**Water Department
City of Compton**

Bruce Channing
Executive Director
**Association of California
Cities Orange County**

Shivaji Deshmukh
General Manager
**Inland Empire Utilities
Agency**

John Bosler
General Manager
**Cucamonga Valley
Water District**

Ken Rausch
Chief Executive Officer
**El Monte / South El
Monte Chamber Of
Commerce**

Leah Skinner
Executive Director
**La Verne Chamber of
Commerce**

Joe Cina
President/CEO
**Glendora Chamber of
Commerce**

Monica Farias
Executive Director
**The Greater
West Covina
Business Association**

David W. Pedersen, P.E.
General Manager
**Las Virgenes Municipal
Water District**

Greg Morrison
*Government
Relations Officer*
**Elsinore Valley
Municipal Water District**

Ken Rausch
Co-Chairman
**The San Gabriel Valley
Legislative Coalition of
Chambers**

Mike Salazar
Executive Director
**Bell Gardens Chamber
Of Commerce**

Monique Manzanares
President & CEO
**Pomona Chamber of
Commerce**

Michael W. Lewis
Senior Vice President
**Construction Industry
Coalition on Water
Quality**

Tracy Hernandez <i>Founding CEO</i> BizFed	Eileen Hupp <i>Chair</i> South Bay Association of Chambers of Commerce	Donna Duperron <i>President and CEO</i> Torrance Area Chamber of Commerce	Marsha Hansen <i>CEO/President</i> El Segundo Chamber of Commerce
Dominik Knoll <i>President/CEO</i> Redondo Beach Chamber of Commerce	Roxanne Holmes <i>General Manager</i> Crestline-Lake Arrowhead Water Agency	Erik Hitchman <i>General Manager</i> Walnut Valley Water District	Casey Hashimoto, P.E. <i>General Manager</i> Turlock Irrigation District
Scot Moody, SDA <i>General Manager</i> Stockton East Water District	Mauricio E. Guardado, Jr. <i>General Manager</i> United Water Conservation District	Steve Knell, P.E. <i>General Manager</i> Oakdale Irrigation District	Dave Eggerton <i>Executive Director</i> Association of California Water Agencies
Tom Birmingham <i>General Manager</i> Westlands Water District	Dennis D. LaMoreaux <i>General Manager</i> Palmdale Water District	Ray A Stokes <i>Executive Director</i> Central Coast Water Authority	Jim Barrett <i>General Manager</i> Coachella Valley Water District
Matthew Stone <i>General Manager</i> Santa Clarita Valley Water Agency	Jason Phillips <i>Chief Executive Officer</i> Friant Water Authority	Jennifer Pierre <i>General Manager</i> State Water Contractors, Inc.	Chris White <i>Executive Director</i> San Joaquin River Exchange Contractors Water Authority
Curtis Creel <i>General Manager</i> Kern County Water Agency	Scott Ferguson <i>General Manager</i> Modesto Irrigation District	Mark S. Krause <i>General Manager/Chief Engineer</i> Desert Water Agency	Robert Reeb <i>Executive Director</i> Valley Ag Water Coalition
Dwayne Chisam <i>General Manager</i> Antelope Valley East Kern Water Agency	Steve Haugen <i>Watermaster</i> Kings River Water Association	Federico Barajas <i>Executive Director</i> San Luis Delta Mendota Water Authority	Rick Gilmore <i>General Manager/Secretary</i> Byron Bethany Irrigation District
Douglas D. Headrick <i>General Manager</i> San Bernardino Valley Municipal Water District	Tom Coleman <i>General Manager</i> Rowland Water District	John Kingsbury <i>Executive Director</i> Mountain Counties Water Association	Thomas Wong <i>President</i> San Gabriel Valley Municipal Water District

Steve Haugen
Watermaster
**Kings River Water
Association**

Norma Camacho
General Manager
**Santa Clara Valley
Water District**

James Peifer
Executive Director
**Regional Water
Authority**

Dale Melville
Manager-Engineer
**Dudley Ridge Water
District**

David J. Guy
President
**Northern California
Water Association**

Thom
as D. McCarthy
General Manager
Mojave Water Agency

Paul Jones, II
General Manager
**Eastern Municipal Water
District**

Gail Delihant
*Director of California
Government Affairs*
**Western Growers
Association**

Dan Dunmoyer
President/CEO
**California Building
Industry Association**

Richard Haller
General Manager
**Santa Ana Watershed
Project Authority**

Jeff Davis
General Manager
**San Geronio Pass Water
Agency**

Noelle G. Cremers
Senior Policy Advocate
**California Farm Bureau
Federation**

Luis Portillo
*Director of
Public Policy*
**Inland Empire Economic
Partnership**

Tricia Geringer
*Vice President of
Government Affairs*
**Agricultural Council of
California**

Michael R. Markus, P.E.,
D.WRE, BCEE, F.ASCE
General Manager
**Orange County Water
District**

David Strecker
President
**San Joaquin County
Farm Bureau Federation**

Michael Müller
*Director of Government
Relations*
**California Association of
Winegrape Growers**

Jeffrey P. Sutton
General Manager
**Tehama-Colusa Canal
Authority**

cc: Kip Lipper, Consultant, Office of the Senate President pro Tempore Toni Atkins

Rachel Waggoner, Deputy Legislative Secretary, Office of Governor Gavin Newsom
Christine Hironaka, Deputy Cabinet Secretary, Office of Governor Gavin Newsom
Secretary Wade Crowfoot, California Natural Resources Agency
Secretary Jared Blumenfeld, California Environmental Protection Agency

Human Resources Activities:

August 20	Desert Water Agency Board Meeting
August 20-21	Fleet Mechanic I Interviews
August 20	United Way Board Meeting
August 22	Regional ACWA JPIA Human Resources Group Meeting
August 26	Weekly Staff Meeting
August 27	Inland Empire Water Agency Human Resources Consortium Meeting
August 29	Monthly Safety Meeting and EAP Roll-out meeting (Details below)
September 3	Desert Water Agency Board Meeting
September 4	United Way Executive Meeting
September 4-5	Hosted Water Distribution Test Prep Class for DWA Employees
September 5	Met with Mt. San Jacinto Community College representative to discuss water courses they can teach onsite
September 5	Women United Meeting
September 9	Weekly Staff Meeting
September 10	Webinar: Creating a Great First Day: How to provide a delightful experience for new hires
September 10	Webinar: How to Develop a Learning Ecosystem Designed for Talent Mgmt.
September 10	Webinar: Modern Talent Management: Help Them Grow or Watch Them Go
September 16	Weekly Staff Meeting
September 17	Desert Water Agency Board Meeting

Employee Assistance Program

During the safety meeting on August 29, a new benefit was introduced for our employees. Effective September 1, we now have an Employee Assistance Program (EAP) for our employees. EAP helps employees with emotional, family and other personal problems; offers guidance on financial and legal issues; supports healthy choices; and much more. There is no charge to employees for covered services.

This program is offered by our benefits broker ACWA JPIA. A summary of the program is attached to this report.

ACWA JPIA 2019 Employee Assistance Program

Service Description	Benefit
Toll-free 24/7/365 telephone consultation and referral services	unlimited
Face to face counseling visits per issue per year offered to employees and household members. Member choice of face-to-face, telephonic, or web-video clinical consultations	6 sessions per issue per year
Legal Consultation – 30-minute office or telephonic consultation per separate legal matter at no cost. 25% preferred rate discount for additional legal or mediation services. Online wills and trusts preparation services and discounts.	unlimited
Financial Consultation – Assistance for members in the economic downturn including personal financial and credit counseling, debt and budgeting assistance, and pre-retirement services. Members are eligible for 30-60 minutes of consultation per issue.	unlimited
Identity Theft Assistance – Basic identity theft recovery services included – 30-minute free consultation with a trained fraud specialist per issue.	unlimited
Dependent Care Assistance – Telephonic consultation and referral for dependent care needs including childcare, family day care, nursing homes, retirement communities and agencies for the elderly. Unlimited for basic referrals. 30-60 minute consultation per issue.	unlimited
Daily Living – Assistance with pet care, consumer and safety tips, home contractors, travel arrangements and more.	unlimited
Member Website – Online provider directory, referral authorization, and a wealth of information. Assessment tools for depression, stress, anxiety, insomnia and alcohol abuse. Interactive, clinically-based, multi-media self-help programs. www.mhn.advantageengagement.com .	unlimited
Management Consultation – Telephonic access to a Management Consultant for help managing difficult workplace situations and troubled employees. Also includes substance abuse policy consultation and recommendations.	unlimited
Workplace trauma response: consultation and recommendations	unlimited
Critical Incident Stress Management – Immediate support in response to traumatic workplace events, including natural disasters/events, workplace violence, robbery, unexpected death, etc. Up to 20 hours per incident with travel included.	3 debriefings per contract year
Job Performance Referrals – Management referrals into specialized services to address and resolve an employee's job performance challenges.	unlimited
Training/Workshops – Wide selection of relevant trainings and workshops, adjusted for the employee population. 8 hours per agency included.	included
Introductory employee EAP orientation	EAP website & training hours
Communications Materials – Promotional materials to drive program utilization, such as electronic fliers, brochures, posters, and electronic newsletters.	included
Cost	
Per Employee Per Month	\$2.35

SYSTEM LEAK DATA

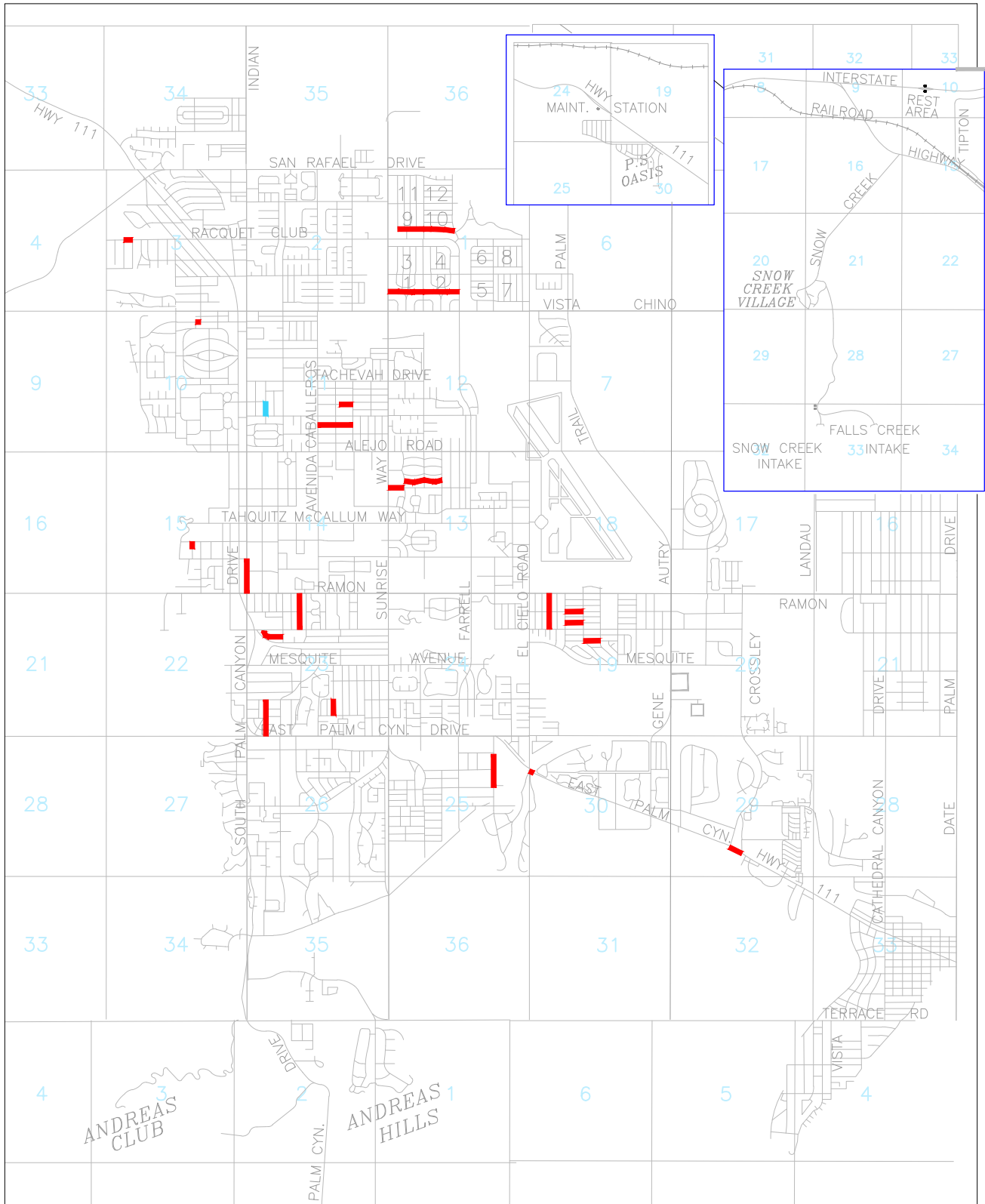
(PERIOD BEGINNING AUGUST 28, 2019 THRU SEPTEMBER 10, 2019)

STREET NAME	NUMBER OF LEAKS	PIPE DIAMETER (INCHES)	YEAR INSTALLED	PIPE MATERIAL	PIPE CONSTRUCTION
DEL LAGO RD	2	6	1957	STEEL	BARE/UNLINED
E PALM CANYON DR	2	6	1951	STEEL	BARE/UNLINED
CAMINO PAROCOLA	2	4	1946	STEEL	BARE/UNLINED
VIA ALTAMIRA	2	4	1954	STEEL	BARE/UNLINED
AVENIDA PALOS VERDES	2	4	1954	STEEL	BARE/UNLINED
EL ALAMEDA	2	4	1952	STEEL	BARE/UNLINED
STEVENS RD	1	8	1951	STEEL	BARE/UNLINED
ARABY DR	1	6	1947	STEEL	BARE/UNLINED
INDIAN CANYON DR	1	6	1951	STEEL	BARE/UNLINED
AMADO RD	1	6	1946	STEEL	BARE/UNLINED
E PALM CANYON DR	1	6	1955	STEEL	BARE/UNLINED
MANZANITA DR	1	6	1953	STEEL	BARE/UNLINED
RACQUET CLUB RD	1	6	1958	STEEL	BARE/UNLINED
DESERT PARK AVE	1	6	1955	STEEL	BARE/UNLINED
CAMINO SAN MIGUEL	1	4	1946	STEEL	BARE/UNLINED
VIA SALIDA	1	4	1937	STEEL	BARE/UNLINED
McMANUS DR	1	4	1946	STEEL	BARE/UNLINED
VISTA ORO	1	4	1958	STEEL	BARE/UNLINED
CALLE SAN RAPHAEL	1	4	1946	STEEL	BARE/UNLINED
DESERT WY	1	4	1946	STEEL	BARE/UNLINED
INDUSTRIAL PL	1	4	1948	STEEL	BARE/UNLINED
SAN JACINTO DR	1	3	1948	STEEL	BARE/UNLINED

TOTAL LEAKS IN SYSTEM: 28

Streets highlighted in blue are being proposed as part of the
2018/2019 Replacement Pipeline Project

SYSTEM INFORMATION:	
*OLDEST PIPE IN THE SYSTEM (YEAR OF INSTALLATION):	1925
AVERAGE YEAR OF INSTALLATION OF UNLINED STEEL PIPE (SYSTEMWIDE):	1952
AVERAGE AGE OF UNLINED STEEL PIPE (SYSTEMWIDE):	66 YEARS
AVERAGE AGE OF PIPELINE AT THE TIME OF REPLACEMENT:	68 YEARS
TOTAL LENGTH OF PIPE IN SYSTEM OLDER THAN 68 YEARS (LINEAR FEET):	142,113
TOTAL LENGTH OF UNLINED PIPE SYSTEMWIDE (LINEAR FEET):	303,391
**AVERAGE LENGTH OF PIPE REPLACED ANNUALLY (LINEAR FEET):	14,500
PROJECTED TIME FRAME FOR 100% REPLACEMENT OF UNLINED STEEL PIPE:	21 YEARS
PROJECTED TIME FRAME FOR 100% REPLACEMENT OF PIPE OLDER THAN 68 YEARS:	10 YEARS
YEAR AGENCY TRANSITIONED TO CEMENT LINED STEEL PIPE:	1960
<p>* THIS PIPELINE IS BEING REPLACED AS PART OF THE 2018/2019 REPLACEMENT PIPELINES PROJECT.</p> <p>** PLEASE NOTE THIS FIGURE REPRESENTS THE AVERAGE LINEAR FOOTAGE OF PIPELINE REPLACED ANNUALLY GIVEN AN AVERAGE ANNUAL BUDGET OF \$3 MILLION.</p>	



SYSTEM LEAKS

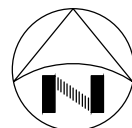
(Period beginning August 28, 2019
thru September 10, 2019)

DESERT WATER AGENCY
PALM SPRINGS, CALIFORNIA

LEGEND

- LEAK(S) RECORDED
- LEAK(S) RECORDED;
INCLUDED IN PROPOSED
LIST OF STREETS FOR
2018/2019
REPLACEMENT PIPELINES

DWG. BY
SR



DATE
9/19

SCALE
NTS

EXHIBIT
"A"

General Manager's Meetings and Activities

Meetings:

09/03/19	DWA Bi-Monthly Board Meeting	DWA
09/03/19	DWA/CVWD/MWD Exchange Agreement Update	Conf. Call
09/04/19	DWA Water Resources Study	DWA
09/09/19	Class 8 SWC's	SBVMWD
09/09/19	DWA/CVWD Exchange Agreement Update Discussion	Conf. Call
09/10/19	Whitewater BLM R/W Grant Cooperators	Conf. Call
09/10/19	Snow Creek Village SWFP Construction Progress Meeting	DWA
09/11/19	SWC Meeting with DWR regarding Sites Reservoir	SAC
09/12/19	Sites Authority/Sites Reservoir Committee Workshop	Maxwell
09/16/19	I.S./Staff/Security	DWA
09/16/19	DWA/CVWD/MWD Coordination Committee	Conf. Call
09/16/19	DWA/CVWD/MWD Exchange Agreement Update	BB&K Riv.
09/17/19	Bi-Monthly Board Meeting	DWA

Activities:

- 1) SWP – CWF Voluntary Settlement Agreement Framework
- 2) SWP Contract Extension Amendment
- 3) DWA Remote Meter Reading Fixed Network
- 4) Whitewater Hydro – Automatic Re-start
- 5) State and Federal Contractors Water Authority and Delta Specific Project Committee (Standing)
- 6) Whitewater River Surface Water Recharge
- 7) ACBCI Section 14 Facilities & Easements
- 8) Lake Oroville Spillway Damage
- 9) Replacement Pipelines 2019-2020
- 10) DC Project – Finance JPA Committee (Standing)
- 11) DWA/CVWD/MWD Operations Coordination/Article 21/Pool A/Pool B/Yuba Water
- 12) DWA/CVWD/MWD Agreements Meetings (Meeting #8)
- 13) SWP 2019 Water Supply
- 14) ACBCI Water Rights Lawsuit
- 15) Whitewater Hydro Operations Coordination with Recharge Basin O&M
- 16) SGMA Tribal Stakeholder Meetings
- 17) Whitewater Spreading Basins – BLM Permits
- 18) Lake Perris Dam Seepage Recovery Project Participation
- 19) Delta Conveyance Project Cost Allocation
- 20) DWA Surface Water Filtration Feasibility Snow Creek Village/Palm Oasis
- 21) MCSB Delivery Updates
- 22) Well 6 Meaders Cleaners RWQB Meetings
- 23) SGMA – Indio Subbasin Classification
- 24) SGMA – San Geronio Pass Subbasin
- 25) UWMP Population Calculation Update/Valley-Wide UWMP
- 26) RWQCB Update to the SNMP

Minutes
Executive Committee Meeting
September 12, 2019

Directors Present: Joe Stuart, Kristin Bloomer

Staff Present: Steve Johnson, Esther Saenz, Sylvia Baca

1. Discussion Items

A. Review Agenda for September 17, 2019 Regular Board Meeting

The proposed agenda for the September 17, 2019 Regular Board meeting was reviewed.

B. Expense Reports

The August expense reports were reviewed.

2. Other - None

3. Adjourn

**STAFF REPORT
TO
DESERT WATER AGENCY
BOARD OF DIRECTORS**

SEPTEMBER 17, 2019

**RE: REQUEST BOARD AUTHORIZATION FOR GENERAL MANAGER
TO EXECUTE LICENSE AGREEMENT WITH CVAG FOR CV LINK
PAVED PATH OVER AGENCY PROPERTY**

Coachella Valley Association of Governments (CVAG) is seeking a license agreement with the Agency to install, maintain, and use as a public pathway for public use over a portion of Desert Water Agency's property located at the north end of Sunrise Way in the City of Palm Springs.

CVAG will pay the Agency \$1,000 for the license agreement, which will include the right of CVAG to construct, access and maintain a paved path over a portion of Agency property. As stipulated within the agreement, CVAG will install said path, along with an eight (8) foot tall fence between the paved path and the remainder of the Agency's property and will be responsible for all maintenance of the path and the fence during the life of the agreement. The Agency may terminate the license agreement at any time upon twelve (12) months written notice.

If the License has not been terminated by the Agency or CVAG as of the fifth year anniversary of the effective date, CVAG will pay the Agency an annual License fee for the continued use of the License. CVAG will either pay the proposed amount determined by the Agency, or, by an appraised amount as determined by an independent appraiser. If CVAG selects the appraised option, CVAG and the Agency will split the cost evenly for said appraisal. The License fee will increase 3% annually thereafter until terminated.

Once the License is terminated, CVAG will be required to remove all improvements and facilities that were installed except for the chain link fence, which will remain property of the Agency.

Attached for the Board's review is a copy of the proposed License Agreement. Staff requests Board authorization for the General Manager to execute the License Agreement.

Recording requested by and when
recorded, return to:

Coachella Valley Association
Of Governments
Attn: Martin Magana
73-710 Fred Waring Drive
Palm Desert, CA 92260

APN(s):

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue and
Taxation Code § 11922

LICENSE AGREEMENT

(CV Link Multi-Modal Transportation Corridor Project)

This License Agreement ("Agreement") is entered into as of _____, 2019 ("Effective Date"), by and between DESERT WATER AGENCY, a California public agency (hereinafter referred to as "Grantor") and COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, a joint powers authority created under the laws of the State of California (hereinafter referred to as "Grantee").

RECITALS

A. Grantor owns certain real property in the County of Riverside, a legal description of which is attached hereto as Attachment "A" ("Property").

B. Grantee is building a multipurpose public path for purposes which include riding, walking, jogging, running, biking, electric vehicles and similar uses ("Project").

C. Grantee has requested the right to use the area within the Property which is described in Attachment "B" attached hereto and incorporated herein by this reference ("License Area").

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns, a non-exclusive license and right of way for the Project in, on, over and across the License Area ("License"). The License is subject to the following terms and conditions:

1. The purpose of the Project and the License is to (i) foster mobility within the Coachella Valley, (ii) promote public health and wellness through exercise and the use of different modes of transportation, (iii) ensure public safety by providing a dedicated path for such modes of transportation, (iv) enhance mobility and accessibility for disadvantaged individuals, and (v) provide environmental benefits such as improved air quality and reduced carbon emissions from the use of different modes of transportation.

2. The License will include the right of Grantee to construct, access and maintain a paved path within the area described on Attachment B for the public use of the Project. Grantee may install lighting for public safety purposes adjacent to the path, but no other facilities or installations will be installed within the License Area without the written approval of Grantor. Grantee shall be solely responsible for the construction, operation, maintenance and use of the Project facilities within the area described on Attachment B. Prior to commencing use of the License Area, Grantee agrees to install and maintain an eight (8) foot tall chain link fence or such other fence as Grantor may approve between the License Area and the remainder of the Property to protect the remainder of the Property from trespass by those who may use the License Area in connection with the Project. In the event that there are recurring problems with the fence not providing an adequate deterrent to prevent trespass as a result of the use of the License Area, then upon the written request of Grantor, Grantee agrees to strengthen the fence with angled arm brackets and barbed wire. If necessary, Grantee will further remove graffiti, trash or debris that users of the License Area may place on the remainder of the Property.

3. If the License has not been terminated by Grantor or Grantee as of the fifth anniversary of the Effective Date, then Grantee will thereafter pay to Grantor an annual License fee for the continued use of the License. Grantor will submit to Grantee in writing its proposed License fee and within sixty (60) days of the receipt of such proposal, Grantee will either pay the proposed License fee or give written notice to Grantor that it desires to submit the License fee for determination by appraisal. If Grantee selects the appraisal option, the Grantor and Grantee will agree upon an independent appraiser with experience on the appraisal of easements and other rights of way within the Coachella Valley. The cost of the appraisal will be shared equally by Grantor and Grantee. The determination of the appraiser will be final. Once the License fee has been established either by agreement or appraisal, it will thereafter increase by three percent (3%) per annum. Grantee will pay to Grantor the sum of One Thousand Dollars (\$1,000.00) to reimburse Grantor for costs incurred in connection with the grant of this License.

4. Grantor may terminate the License at any time upon twelve (12) months written notice to Grantee, which notice will be given in person or by commercial overnight courier to Grantee's principal office, which is currently 73710 Fred Waring Dr #200, Palm Desert, CA 92260. Unless otherwise specified in the notice, the termination date will be the first anniversary of the date that notice is given. No later than the termination date, Licensee will remove all improvements and facilities that were installed pursuant to Section 2 from the Property and will restore the Property to its condition as of the execution of this License to the extent reasonably possible, except that the fence installed pursuant to Section 2 shall not be removed but shall remain the property of Grantee. Grantee may terminate the License at any time upon sixty (60) days written notice to Grantor.

5. Grantee shall furnish evidence of general liability insurance which is reasonably acceptable to Grantor and which covers the activities of Grantee with respect to the Project in an amount no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, which insurance shall name Grantor as an additional insured.

6. (a) In consideration of the grant of the License, Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its directors, officers, employees, agents, successors and assigns (the "Indemnified Parties") from and against all "Damages," as defined in sub-section (c) below, that may be imposed on, incurred by, or asserted against the Indemnified Parties as a result of (i) any damage to the Property as a result of the activities of Grantee while present on the Property or in connection with the construction and installation of the Project; (ii) any negligent act or omission of Grantee, its employees, agents and contractors, occurring on or about the Property; or (iii) any claim by a member of the public that alleges that such party incurred Damages while making use of that portion of the Project that is located on the Property, including without limitation, damage to personal property or any death or bodily injury. The foregoing indemnity will not apply to the extent that Damages were caused by (x) an affirmative act of the Indemnified Parties that is negligent and was the proximate cause of an injury; or (y) the intentional misconduct of the Indemnified Parties. Furthermore, it is not intended that any third party have the right to claim it is a beneficiary of the indemnity obligations of Grantee hereunder.

(b) If any of the Indemnified Parties have immunity as a public agency, including Grantor or Grantee, with respect to any claim for Damages alleged by a third party, then the indemnity obligation of Grantee will be limited to asserting such immunity from claims in cooperation with the Indemnified Parties pursuant to sub-section (d) below and in no event will this indemnity be interpreted as a waiver or release of such immunity.

(c) As used herein, "Damages" shall mean all actual and direct liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, assessments, levies, losses, fines, penalties, damages, costs and expenses, in each case as awarded by a court or arbitrator, including without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, but shall exclude any claim for consequential or punitive damages.

(d) Promptly following receipt of any written claim or legal proceeding asserted by a person or entity who is not a party to this Agreement (a "Third-Party Claim"), the Indemnified Parties shall notify Grantee of such claim in writing. Grantee shall have a period of 30 days (or such lesser period as may be required to timely respond to a Third-Party Claim) following the receipt of such notice to assume the defense thereof and Grantee shall thereafter undertake and diligently pursue the defense of the Third-Party Claim. Grantee shall reimburse Indemnified Parties for any legal expense reasonably incurred by Indemnified Parties to timely respond to a Third-Party Claim prior to Grantee assuming the defense thereof. Grantee shall not consent to entry of judgment or enter into any settlement agreement, without the consent of the Indemnified Parties, that does not include a complete and unconditional release of the Indemnified Parties or that imposes injunctive or other equitable relief against the Indemnified Parties. The Indemnified Parties shall be entitled to participate in, but not control, the defense thereof, with counsel of their choice and at their own expense. If Grantee fails to assume and diligently pursue the defense of such Third-Party Claim, the Indemnified Parties may defend against such Third-Party Claim in such manner as they may deem appropriate, including without limitation settlement thereof on such terms as the Indemnified Parties may deem appropriate, and to pursue such remedies as may be available to the Indemnified Parties against Grantee. Notwithstanding the foregoing, the

Indemnified Parties shall not consent to entry of a judgment or enter into any settlement agreement, without the consent of Grantee, that does not include a complete and unconditional release of Grantee.

7. Grantee will have the right to grant a non-exclusive sub-license to Desert Healthcare District for the use of the License for the purpose of using the Project for public access related to public health and wellness. In addition to any rights that Grantee may have at law or equity to enforce the terms of this License, in the event that Grantee fails to enforce the terms of this License as necessary for public benefit and use of the Project, then the public agencies and entities that have provided funding for the Project as of the date of this License shall have the right, individually or collectively, to enforce the provisions of this License for the benefit of the public.

8. This Agreement is a contract and the License is a real property right under the laws of the State of California. The prevailing party in any action to enforce the terms of this Agreement and License will be entitled to an award of its reasonable attorneys fees and costs.

[signature page follows]

Grantor hereby executes this Agreement as of the date set forth below.

Date: _____

GRANTOR:

DESERT WATER AGENCY

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

Grantor hereby executes this Agreement as of the date set forth below.

Date: _____

GRANTEE:

COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

ATTACHMENT "A"

DESCRIPTION OF PROPERTY

See Attached

ATTACHMENT "A"

(LEGAL DESCRIPTION OF PROPERTY)

ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT G OF TRACT 31525, AS DEPICTED ON THAT CERTAIN MAP RECORDED ON OCTOBER 18, 2007, IN BOOK 425, PAGES 86 THROUGH 92, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ATTACHMENT "B"

DESCRIPTION OF LICENSE AREA

See Attached

ATTACHMENT "B"
LEGAL DESCRIPTION
CV LINK
DESERT WATER AGENCY LICENSE AREA
APN 669-810-039 AND 669-810-043

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF LOT G OF TRACT MAP NO. 31525, AS SHOWN BY MAP ON FILE IN BOOK 425 OF MAPS, PAGES 86 THROUGH 92, INCLUSIVE, RECORDS OF SAID COUNTY, LOCATED IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT G, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7511.05 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 27°54'31" EAST, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE WHITEWATER RIVER CHANNEL PER INSTRUMENT NO. 37489 RECORDED MARCH 26, 1964 OF OFFICIAL RECORDS, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID SECTION 36;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'59", AN ARC DISTANCE OF 54.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 128.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 62°26'27" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°18'07", AN ARC DISTANCE OF 60.99 FEET TO A POINT ON A LINE PARALLEL WITH AND 34.00 FEET EASTERLY OF SAID WESTERLY LINE OF SECTION 36;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°15'26" WEST, A DISTANCE OF 650.00 FEET;

THENCE SOUTH 09°30'46" EAST, A DISTANCE OF 294.62 FEET;

THENCE NORTH 89°44'30" WEST, A DISTANCE OF 34.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH SUNRISE WAY AS SHOWN ON SAID TRACT MAP NO. 31525, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 89°44'30" EAST;

ATTACHMENT "B"
LEGAL DESCRIPTION
CV LINK
DESERT WATER AGENCY LICENSE AREA
APN 669-810-039 AND 669-810-043

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°15'57", AN ARC DISTANCE OF 214.15 FEET TO A POINT ON SAID WESTERLY LINE OF SECTION 36, A RADIAL LINE TO SAID POINT BEARS NORTH 62°59'33" EAST;

THENCE NON-TANGENT TO SAID CURVE AND ALONG SAID WESTERLY LINE, NORTH 00°15'26" EAST, A DISTANCE OF 818.41 FEET, TO THE **POINT OF BEGINNING**;

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 35,164 SQUARE FEET OR 0.807 ACRES MORE OR LESS.

AS DEPICTED ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:



CHARLES R. HARRIS P.L.S. 4989



DATED: 8/14/2019

DESERT WATER AGENCY LICENSE AREA
APN 669-810-039 AND 669-810-043
SEC. 36, T.3S., R.4E., SBM
CITY OF PALM SPRINGS

-P.O.B.
NW COR. LOT G
LICENSE AREA

-SW'LY R/W WHITEWATER CHANNEL
PER INST. NO. 37489
REC. 03/26/1964, O.R.

LINE DATA		
NO.	BEARING	LENGTH
L1	N 89°44'30" W	34.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	00°24'59"	7511.05'	54.59'
C2	27°18'07"	128.00'	60.99'
C3	27°15'57"	450.00'	214.15'

LOT G

APN: 669-810-043

DESERT WATER AGENCY
PER DOC. NO. 2009-0421293
REC. 08/13/2009, O.R.

1/4 SECTION LINE
APN: 669-810-039

LOT G

TR 31525
MB 425/86-92

LICENSE AREA

35,164 SQ. FT.
0.807 AC.

POR. OF NW 1/4 AND
N 1/2, SW 1/4 OF
SEC. 36



DATED: 8/14/2019

EXIST. R/W

10' ELEC. ESMT. IN FAVOR OF
SCE PER INST. NO. 105784
REC. 12/1/1967, O.R.

C/L ELEC. ESMT. IN FAVOR OF
SCE PER BK 2272 PG 384
REC. 05/16/1958, O.R.

N. SUNRISE WAY

A triangle with the number 1 inside.

2

FAN PALM WAY



MSA CONSULTING, INC.
PLANNING ■ CIVIL ENGINEERING
LAND SURVEYING



J.N. 2131

SHEET 1 OF 1

"THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION".

**STAFF REPORT
TO
DESERT WATER AGENCY
BOARD OF DIRECTORS**

SEPTEMBER 17, 2019

**RE: REQUEST BOARD APPROVAL OF COST SHARING AGREEMENT
BETWEEN DESERT WATER AGENCY, COACHELLA VALLEY WATER
DISTRICT AND MISSION SPRINGS WATER DISTRICT FOR THE
PREPARATION OF THE MISSION CREEK SUBBASIN ALTERNATIVE
GROUNDWATER SUSTAINABILITY PLAN ANNUAL REPORT FOR
WATER YEAR 2019**

In accordance with the Sustainable Groundwater Management Act (SGMA) Groundwater Sustainability Plan (GSP) Emergency Regulations (CDWR, 2016), annual reports are to be submitted to California Department of Water Resources (CDWR) on April 1 of each year following adoption of a GSP, or in this case, following submission of an Alternative Plan to CDWR. In general, Annual Reports contain a discussion of the Coachella Valley Groundwater Basin followed by sections describing each of the Annual Report elements for the Mission Creek Subbasin required by SGMA.

On December 29, 2016, the Desert Water Agency (DWA), Coachella Valley Water Agency (CVWD) and Mission Springs Water Agency (MSWD) (Agencies) collaboratively submitted to CDWR the 2013 Mission Creek-Garnet Hill Water Management Plan (2013 MC-GH WMP [MWH, 2013]) and a bridge document that described how the 2013 MC-GH WMP met the requirements of SGMA and thus could be considered an Alternative to a Groundwater Sustainability Plan (Alternative Plan) under SGMA. This SGMA Alternative Plan (Stantec, 2016) for the Mission Creek Subbasin, and a bridge document that describes how the Alternative Plan meets the requirements of SGMA, was provided to CDWR for review and evaluation.

On July 17, the CDWR announced and notified the Agencies that our Alternative Plan for the Mission Creek Subbasins satisfied the objectives of SGMA and therefore was approved. CDWR Staff issued a report with recommendations including a statement of findings. The staff report also proposes recommended actions for consideration that it believes will enhance the Alternative Plan and facilitate future evaluation by the CDWR.

Annual Reports for the Mission Creek Subbasin have been submitted and approved by the CDWR for water years 2017 and 2018. Wood Environmental and Infrastructure Solutions, Inc. (Wood) has been selected by the Agencies to prepare the annual report

for water year 2019 at an estimated cost of \$45,810. DWA, CVWD and MSWD each agree to pay one-third (1/3) of the total cost (DWAs cost, \$15,270). CVWD will administer the contract. It is anticipated that Wood will provide the final annual report for submission to the CDWR by March 2, 2020.

Staff requests authorization for the General Manager to execute the letter of agreement for the approval of the cost sharing agreement between Desert Water Agency, Coachella Valley Water District, and Mission Springs Water District for the preparation of the Mission Creek Subbasin Alternative Groundwater Sustainability Plan Annual Report for Water Year 2019.



LETTER OF AGREEMENT

September 4, 2019

Mr. Arden Wallum, General Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

Mr. Mark Krause, General Manager
Desert Water Agency
1200 South Gene Autry Trail
Palm Springs, CA 92264

Re: Cost Sharing for the Mission Creek Subbasin Annual Report for Water Year 2019

Dear Mr. Wallum and Mr. Krause:

This letter of agreement (“Agreement”) serves as an agreement between the Mission Springs Water District (MSWD), Desert Water Agency (DWA), and Coachella Valley Water District (CVWD) for the collaboration and cost sharing of the following activity required to comply with annual requirements of the Sustainable Groundwater Management Act (SGMA) for the Mission Creek Subbasin:

The preparation of the Annual Report for the Mission Creek Subbasin required by the California Department of Water Resources (DWR) to be submitted by April 1, 2020, for the Water Year covering October 1, 2018 through September 30, 2019, hereafter Mission Creek Subbasin Annual Report for Water Year 2018-2019.

For the purposes of this Agreement, Wood Environment and Infrastructure Solutions, Inc. (Wood) was collaboratively selected through a competitive process to provide on-call consulting services for maintaining compliance with the SGMA in the Mission Creek Subbasin, and was contracted by CVWD in accordance with all CVWD Procurement Policies. Each agency had the opportunity to review and provide comments on the scope of work and score all proposals received from responding firms.

For this activity, each agency will have the opportunity to review and provide comments on the proposal with budget and schedule, Draft Annual Report, and Final Draft Annual Report which are deliverables from Wood for this project. Each agency will be given an electronic and two hard copies of the Final Mission Creek Subbasin Annual Report for Water Year 2018-2019, and electronic copies of all data and files used to create the report graphics and tables therein.

Mr. Arden Wallum and Mr. Mark Krause

Page 2

September 4, 2019

MSWD, DWA and CVWD each agree to pay one-third (1/3) of the total cost for the activity covered in this Agreement to comply with SGMA requirements. CVWD will administer the contract with Wood and pay invoices per the terms of this Agreement. CVWD will invoice MSWD and DWA for reimbursement of their one-third (1/3) share of the payments that have been made to Wood.

Any of the agencies may withdraw from this Agreement at any time, for any reason or no reason, upon prior written notice to the remaining agencies. In the event that an agency withdraws from this agreement, the withdrawing agency will be responsible for its share of the total cost of work contracted for, and/or initiated by, the agencies prior to the date of the written notice of withdrawal.

Sincerely,

J.M. Barrett
General Manager
Coachella Valley Water District

ACCEPTED AND AGREED TO

This letter will constitute our agreement to the preceding terms. If this arrangement is acceptable to you on behalf of your agency, please acknowledge your agreement by signing this letter and returning a copy to us. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Arden Wallum
General Manager
Mission Springs Water District

Date: _____

Mark Krause
General Manager
Desert Water Agency

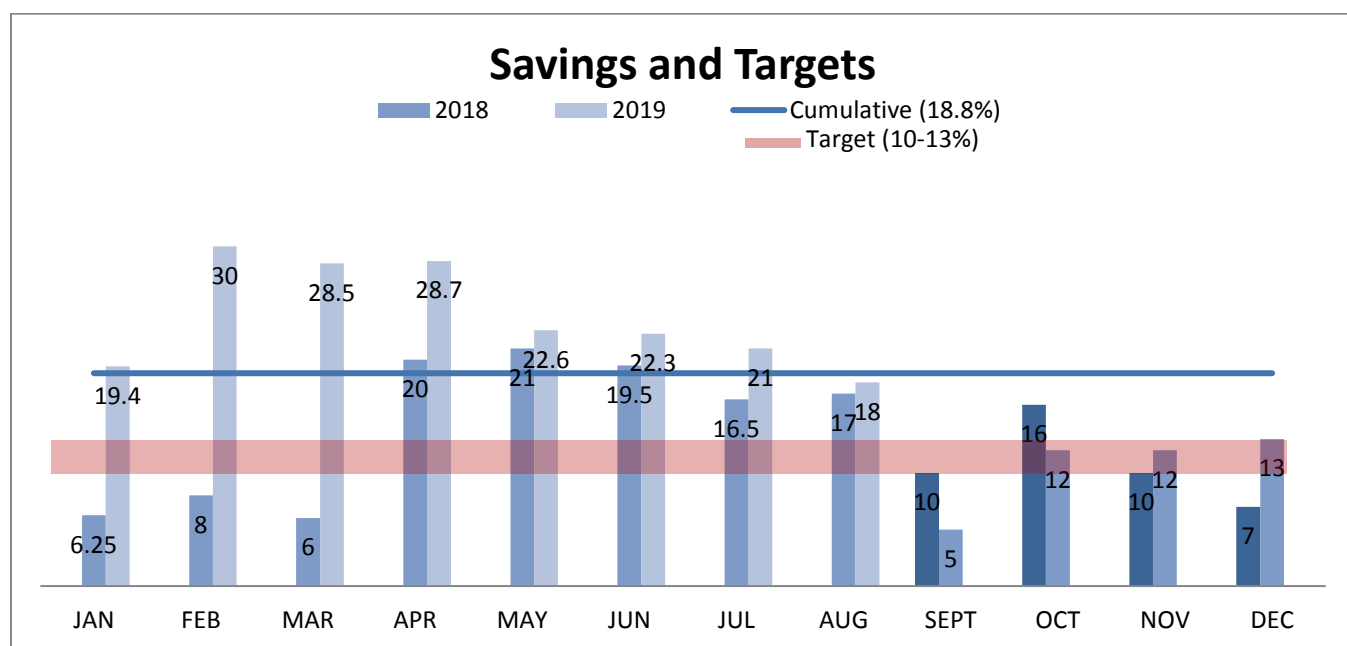
Date: _____

STAFF REPORT TO DESERT WATER AGENCY BOARD OF DIRECTORS

SEPTEMBER 17, 2019

RE: AUGUST 2019 WATER USE REDUCTION FIGURES

Desert Water Agency and its customers achieved an 18% reduction in potable water production during August 2019 compared to the same month in 2013 – the baseline year used by the State Water Resources Control Board (State Water Board) to measure statewide conservation achievements. DWA continues to report its production to the state on a monthly basis, despite mandatory conservation ending in 2017.



DWA is asking its customers to save 10-13% compared to 2013 to help achieve long-term sustainability.

The cumulative savings over the last twelve-month period is 18.8%. The cumulative savings beginning in June of 2016 when we put our 10-13% target in place is 17.8%.

On the following page is additional information for this month.

August 2019 water production	3,128.87 AF
August 2013 water production	3,831.46 AF
Percent changed in this month per drought surcharge baseline (August 2015)	-14.82%
Quantity of potable water delivered for all commercial, industrial, and institutional users for the reporting month	938.33 AF
The percentage of the Total Monthly Potable Water Production going to residential use only for the reporting month	70.01%
Population (inclusive of seasonal residents)	107,698
Estimated R-GPCD	213.79
How many public complaints of water waste or violation of conservation rules were received during the reporting month?	26
How many contacts (written/ verbal) were made with customers for actual/ alleged water waste or for a violation of conservation rules?	7
How many formal warning actions (e.g.: written notifications, warning letters, door hangers) were issued for water waste or for a violation of conservation rules?	4
How many penalties were issued for water waste or for a violation of conservation rules?	2
<p>Comments: The Agency's service area is highly seasonal making population analysis a complex task. The State Water Board analyzes data on a per capita basis.</p> <p>Historically, DWA has submitted data based on the permanent population of the service area; however, that data does not accurately reflect water use in DWA's service area which has a highly seasonal population. We are currently submitting a calculation reviewed by the State Water Board. We plan to update our population figures once the Department of Water Resources accepts our technical memo on seasonal population.</p> <p>Since Desert Water Agency began recycling water, the agency has reclaimed 101,900 acre feet. If our recycled water production for this month was taken into consideration against our potable production, the conservation achieved would have been several percentage points higher.</p>	